VILLAGE BOARD AGENDA
MONDAY, SEPTEMBER 23, 2019
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order

Roll Call
Pledge of Allegiance – President Pfannerstill

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

1. Presentation by organizers of Team Emma Event scheduled for October 5, 2019.

2. Consideration of a motion to approve Village Board minutes of September 9, 2019.

3. Consideration of a motion to approve vouchers for payment.

4. Consideration of actions related to Licenses and Permits
    a. Consideration of application for Operator's (Bartender) License with a term ending June 30, 2020.

5. Consideration of a motion to adopt Ordinance 08/26/2019 "An Ordinance to Amend Chapter 82 of the Village Code Pertaining to Collection of Forfeitures for Nonmoving Traffic Violations."

<u>Items referred from the September 16, 2019 Plan Commission meeting</u>

6. Discussion and consideration of a motion to approve the Final Condominium Plat for Overlook Trails.

7. Consideration of actions related to a proposed Planned Unit Development for Sendik's Food Market
    a. Review of proposed Planned Unit Development Agreement to allow for an addition.
    b. Consideration of a motion to set a Public Hearing on the matter for Monday, October 28 as part of the regular Village Board meeting.

<u>Others items for consideration</u>

8. Discussion and consideration of a motion to approve a request to extend operation of the Beer Garden in Nixon Park
    a. Packer game event on September 26
    b. Team Emma event on October 5

9. Discussion and consideration of a canteen agreement with Flanagan-Dorn Post 294 American Legion.

10. Consideration of a motion to affirm the 2019/2020 Salt Order in the not-to-exceed amount of 2,200 tons at $74.07 per ton through the State of Wisconsin Bid in the estimated amount of $164,435.40.

11. Discussion and consideration of a motion to approve replacement of gutters on Village Hall.

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

13. Adjournment.

Ryan Bailey, Interim Village Administrator

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

Team Emma

Join us for the #TeamEmma Park Party at Nixon Park from 3-10pm October 5th!

Endters will have Nixon Beer Garden open for Beer, soda, and water sales, with proceeds going to Emma's family. Dance along to live music as we gather to rally around Emma and her family.

Emma is an 8-year-old Hartland 2nd grader who has a rare DIPG brain tumor - that has no known cure. Emma's Father, Geoff Mertens, Volunteer Coaches for the Lake Country Chiefs Football Program and the Lake Country Lacrosse Program. Emma's oldest brother, Carter, plays Lake Country Lacrosse and her older brother, Cameron, plays Lake Country Baseball and Chiefs Football.

The Mertens are trying to enjoy every minute that they get as a family of 5 while juggling medical appointments and treatments for Emma. Emma's mother, Tammy, has taken an unpaid leave from work to care for Emma while Geoff balances work, coaching and Emma's care. The Mertens Family greatly appreciates the support of the community during this difficult time. An account has been set up at BMO Harris for donations – 100% of donations go directly to Emma and her family.

Donations can be sent to BMO Harris, attention: 'Team Emma' account

#TeamEmma
Learn more about Emma at Facebook.com/emmalovesdogs7/

Lake Country Beer Garden Nixon Park

Chiefs

Tent
40' x 40'
Bounce
House
1
Bounce
House
2

VILLAGE BOARD MINUTES
MONDAY, SEPTEMBER 9, 2019
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order

Roll Call
Pledge of Allegiance – Trustee Meyers

Present: Trustees Dorau, Meyers, Ludtke, Conner, President Pfannerstill
Absent: Trustee Anson
Excused: Trustee Wallschlager

Others Present: Finance Director Bailey, Clerk Igl, Police Chief Misko, Operations Supervisor Gerszewski, Utility Operations Supervisor Felkner.

Public Comments: (Please be advised the Village Board will receive information from the public for a three minute time period per person, with time extensions per the Village President's discretion. Be it further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.) None received.

1. Motion (Dorau/Meyers) to approve Village Board minutes of August 26, 2019. Carried (4-0). Ludtke abstained.

2. Motion (Ludtke/Conner) to approve vouchers for payment in the amount of $451,422.23. Carried (4-0). Meyers abstained.

3. Consideration of actions related to Licenses and Permits
    a. Motion (Dorau/Connor) to approve applications for Operator's (Bartender) Licenses with a term ending June 30, 2020. Carried (5-0).
    b. Consideration of an application for a Street Use Permit for Arrowhead High School Homecoming Parade.

    Motion (Meyers/Connor) to approve a Street Use Permit for Arrowhead High School Homecoming Parade. Concerns were raised about closing streets during a peak of traffic with schools getting out and the shutting down of the Highway 16 ramp. Chief Misko stated that he had shared the concerns with the group organizing the event at AHS and stated that if approved, the Police Department would be providing appropriate patrol during the event. It was requested that the Police Chief and Interim Administrator contact the organizer to make sure the school in the area of the event is aware. Motion (Pfannerstill/Dorau) to amend the motion to alter parade times to 4:00 p.m. to 5:15 p.m. Vote on amendment taken. Carried (5-0). Vote of motion taken. Carried (5-0).

c. Motion (Ludtke/Meyers) to approve an application for a Street Use Permit for the Four Winds block party. Carried (4-0). Conner abstained.

4. Second reading of a Bill for an Ordinance 08/26/2019 "An Ordinance to Amend Chapter 82 of the Village Code Pertaining to Collection of Forfeitures for Nonmoving Traffic Violations."

   This item will be placed on the next Village Board agenda for consideration.

5. Consideration of a motion to adopt Ordinance 8/12/2019 "An Ordinance to Amend Chapter 2 of the Village Code Pertaining to Regular Meetings."

   Motion (Ludtke/Meyers) to adopt Ordinance 8/12/2019 "An Ordinance to Amend Chapter 2 of the Village Code Pertaining to Regular Meetings." Carried (5-0). The start time for Village Board meetings will change to 6:30 effective for the September 23 meeting. This change will be placed on the Village's website and a notice of adoption of an ordinance will be published as required.

6. Discussion and consideration of a motion to award a contract for the 2019 Crack Sealing Program to Thunder Road, LLC not to exceed $126,000.

   Operations Supervisor Gerszewski commented that the crack sealing is part of the road maintenance program to ensure that the Village gets the longevity from the streets. Interim Administrator Bailey stated that these funds were part of a previous borrowing. It was stated that crack sealing did not take place last year but staff worked with Ruekert & Mielke to get this project moved forward this year.

   Trustee Conner asked why there was such a drastic variance between bids received. It was stated that often if contractors are busy, they provide a high bid and are not as competitive. Operations Supervisor Gerszewski stated that any contractor would have to perform to the specifications of the project. President Pfannerstill asked that staff start looking at the crack sealing program for next year and consider crack sealing more often if it saves the Village money on paving. Trustee Ludtke asked what the timeframe is for this year's work and it was stated that the work will take place in October.

   Motion (Conner/Meyers) to award a contract for the 2019 Crack Sealing Program to Thunder Road, LLC not to exceed $126,000. Carried (5-0).

7. Discussion and consideration of a motion to approve replacement of gutters on Village Hall.

   Utility Operations Supervisor Felkner stated that the gutters on the Village Hall are rotted. He stated that there is leaking in the front of the building and is concerned that water will get behind stone and cause issues. He stated that two feet of tile will need to be removed to replace gutters on the tile section of the roof. He stated that he had contacted five companies but many are not interested in the project. It was stated that the Village had considered this project in 2013 and 2015 but did not move it forward. Village Board members were asked to

contact Utility Operations Supervisor Felkner with names of other companies that they are familiar with to look at the project.

Motion (Ludtke/Conner) to table this item until the September 23 meeting pending further review by staff and the Village Board. Carried (5-0).

8. Consideration of a motion to approve the appointment of Jack Kolo to the Park & Recreation Board as made by President Pfannerstill.

   Motion (Conner/Dorau) to approve the appointment of Jack Kolo to the Park & Recreation Board as made by President Pfannerstill with the appointment to commence on October 15. Carried (4-0). Ludtke abstained.

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

   Trustee Conner proposed that Village Board members do a tour of Village road to gain a better understanding of the paving program. Staff will coordinate with the Board.

   Chief Misko provided an update on the sex offender that had requested an appeal. He stated that the individual is not o the sex offender registry with a City of Waukesha address. Police Department staff is waiting for confirmation from the landlord.

   Trustee Ludtke thanked staff as she stated that she had received tremendous appreciation from residents and business owners for the painting of the Village water towers and the painting of the downtown parking lines.

10. Adjournment.

    Motion (Dorau/Conner) to adjourn at 7:46 p.m.

    Respectfully submitted,

    Darlene Igl
    Village Clerk

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: September 18, 2019

RE: Voucher List

Attached is the voucher list for the September 23, 2019 Village Board meeting.

September 23, 2019 Checks:	$ 237,568.20
Total amount to be approved:	$ 237,568.20

VILLAGE OF HARTLAND
VOUCHER LIST - SEPTEMBER 23, 2019

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
R 101-46730 RECREATION CLASSES	BEITER, VICKI	OVERPAYMENT FOR ART STUDIO	$10.00
G 101-21591 FLEXONE BENEFITS PAYABLE	DEBARGE, BRIAN	FLEX REIMBURSEMENT	$294.30
G 804-21520 RETIREMENT DEDUCTIONS PAYABLE	EDWARD JONES	GARDNER IRA 08/09 AND 08/23	$124.64
R 101-46730 RECREATION CLASSES	GOODE, ANNE	OVERPAYMENT FOR ART STUDIO	$10.00
G 101-21550 UNION DUES DEDUCTIONS PAYABLE	HARTLAND PROFESSIONAL POLICE	SEPT DUES	$439.00
R 101-46720 PARK RENTALS	HAZOD, JILL	PARK SHELTER FEE	$55.49
G 101-21515 SALES TAXES PAYABLE	HAZOD, JILL	PARK SHELTER FEE	$2.83
R 101-46730 RECREATION CLASSES	HERRO, JENNIFER	OVERPAYMENT FOR ART STUDIO	$10.00
G 101-23000 SPECIAL DEPOSITS	HYDE SYTE LLC	BUSINESS OCC/1020 JAMES DR	$500.00
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	SCHNEIDER/BC6053552	$312.60
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	RUESCH/3X80PNLHK	$237.00
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	LOPEZ/AQ448400-1	$312.60
R 101-46730 RECREATION CLASSES	PROBST, NICOLE	KIDSSPORTS SOCCER	$85.00
R 101-46730 RECREATION CLASSES	TODARELLO, MARY & PAUL	SMART SITTER PROGRAM CANCELLATION	$44.00
G 204-34187 FWW LIFT STATION REPLACEMENT	WE ENERGIES	AUG FW WEST LIFT STATION	$56.53
EXPENSE Descr			$2,493.99
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN	$287.07
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL	$352.43
E 101-52300-360 VEHICLE MAINT/EXPENSE	JEFFERSON FIRE & SAFETY INC	LIFE LINE FLANGE	$31.15
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH PHARMACY OCON	EMS SUPPLIES	$54.04
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY EMERGENCY MAN	ID CARDS FOR NEW MEMBERS	$5.20
EXPENSE Descr AMBULANCE			$729.89
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-140 RETIREMENT BENEFITS	EDWARD JONES	GARDNER IRA 08/09 AND 08/23	$62.74
E 804-56700-712 BANNER SYSTEM/BANNERS/HDWE	LAKE COUNTRY BED BARN	SANDWICH BOARD GRANT	$50.00
E 804-56700-750 COPIES/DUPLICATION	VILLAGE GRAPHICS	COPIES	$4.27
EXPENSE Descr ECONOMIC DEVELOPMENT			$117.01
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	SEPT ADMIN SERVICES	$172.25
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	$3.46
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	SONICWALL DYNAMIC SUPPORT	$48.00
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	SKYKICK MIGRATION TOOL	$9.63
E 101-51500-510 INSURANCES	R&R INSURANCE SERVICES INC	WORKERS COMP	$43,678.00
E 101-51500-510 INSURANCES	R&R INSURANCE SERVICES INC	ANNUAL PACKAGE	$49,318.00
E 101-51500-530 TAX BILLING/TAX ROLL	WAUKESHA CTY TREASURER (515)	TAX BILLING	$1,465.20

Account Descr	Search Name	Comments	Amount
EXPENSE Descr FINANCIAL ADMINISTRATION			$94,694.54
EXPENSE Descr FIRE PROTECTION			
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	5 ALARM FIRE	GLOVES	$79.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	AIR ONE EQUIPMENT INC	FACEPIECE WITH CLEAR COMMAND	$458.45
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BATTERY PRODUCTS INC	BATTERIES	$35.52
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	BORKENHAGEN PLUMBING HEATING	LABOR/MATERIALS HOOKING UP WASHER	$150.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	$67.43
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	SKYKICK MIGRATION TOOL	$23.11
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	SONICWALL SECURITY	$645.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	PIONEER SUPPLY LLC	CUPS/TABLE COVERS/FORKS	$144.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	TEST/DRUG SCREEN/PHYSICAL CRAMER	$201.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	TEST/DRUG SCREEN/PHYSICAL WEILAND	$201.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	TEST/DRUG SCREEN/PHYSICAL PETERSON	$198.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	TEST/PHYSICAL CARROLL	$172.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	TEST/DRUG SCREEN/PHYSICAL MATTOX	$201.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	XEROX CORPORATION	JULY-AUG COPIER	$28.23
EXPENSE Descr FIRE PROTECTION			$2,603.74
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	IGL, DARLENE	REIMBURSE MILEAGE	$82.24
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	$32.94
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	$26.02
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	SKYKICK MIGRATION TOOL	$15.41
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PROSHRED SECURITY	SHREDDING SERVICES	$50.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	JULY-AUG ADDL IMAGES	$240.69
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	AUG-SEPT COPIER	$371.00
E 101-51400-215 PLANNING SERVICES	SRF CONSULTING GROUP INC	PROFESSIONAL SERVICES	$127.26
E 101-51400-215 PLANNING SERVICES	SRF CONSULTING GROUP INC	PROFESSIONAL SERVICES	$120.09
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	AUG LEGAL SERVICES	$430.50
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	AUG LEGAL SERVICES	$7,735.50
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	AUG LEGAL SERVICES	$953.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY REGISTER OF DEEDS	AUG DOCUMENTS	$30.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	AUG BARTENDER RECORD CHECKS	$21.00
EXPENSE Descr GENERAL ADMINISTRATION			$10,235.65
EXPENSE Descr INSPECTION			
E 101-52400-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	SKYKICK MIGRATION TOOL	$3.85
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WISCONSIN BUILDING INSPECTIONS	AUG PERMITS	$12,549.60
EXPENSE Descr INSPECTION			$12,553.45
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-360 VEHICLE MAINT/EXPENSE	10-33 VEHICLE SERVICES	INSTALL HEAD RADAR SQ #2/MODIFY WEAPON SQ #4	$238.50

Account Descr	Search Name	Comments	Amount
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	HAHN ACE HARDWARE	BRASS KICKPLATE	$2.86
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	OIL CHANGE/WELD MUFFLER SQ #2	$158.82
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	AUG USER FEE	$134.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	$33.86
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	$139.65
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	SKYKICK MIGRATION TOOL	$84.74
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	SONCIWALL DYNAMIC SUPPORT	$118.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	LEGAL BLOOD DRAW/KINZIGER	$35.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN/JAEGER	$29.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROSHRED SECURITY	SHREDDING SERVICES	$65.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	RU2 SYSTEMS	REPAIRS/INSPECTION/CABLE/GASKET	$672.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	SEEGER, MATTHEW	REIMBURSE CLOTHING ALLOWANCE	$199.88
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	AUG RECORD CHECKS	$7.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	WI FBINAA	FBI NATIONAL ACADEMY/MISKO	$28.00
EXPENSE Descr LAW ENFORCEMENT			$1,946.31
EXPENSE Descr LIBRARY			
E 101-55110-310 BOOKS & MATERIALS	BLACKSTONE AUDIO INC	ADULT AUDIOBOOKS	$100.00
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	COMPETITOR AWARDS & ENGRAVING	ENGRAVED PLATES	$45.00
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	DEMCO INC	RACKS/BOOKMARKS/CD ALBUMS	$285.17
E 101-55110-345 STAFF EDUCATION/TRAINING	EMILY STERNEMANN	REIMBURSE MILEAGE	$29.00
E 101-55110-310 BOOKS & MATERIALS	FINDAWAY	BOOKS	$324.96
E 101-55110-255 BLDGS/GROUNDS	HAHN ACE HARDWARE	CARPET CLEANER	$20.69
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	$39.99
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	SKYKICK MIGRATION TOOL	$26.96
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOK	$33.75
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	LARGE PRINT	$21.75
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	LARGE PRINT	$23.25
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	$234.00
E 101-55110-345 STAFF EDUCATION/TRAINING	PUPAK-LUND, MARIA	REIMBURSE MILEAGE	$29.00
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	ADULT AUDIOBOOK	$62.20
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	AUG ADDL IMAGES	$143.83
E 101-55110-255 BLDGS/GROUNDS	SCHINDLER ELEVATOR CORP	SERVICE CALL	$547.22
E 101-55110-255 BLDGS/GROUNDS	SCHINDLER ELEVATOR CORP	STATE TESTING/REPAIR BACK TO SERVICE	$750.00
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY TREASURER (515)	TECH DAYS LUNCH/PUPAK	$12.00
E 101-55110-255 BLDGS/GROUNDS	WIL-KIL	COMMERICAL CONTRACT	$50.00
EXPENSE Descr LIBRARY			$2,778.77
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-255 BLDGS/GROUNDS	CA LIGHTING LENSES INC	WALLPACKS	$296.00
E 101-51600-255 BLDGS/GROUNDS	GROUNDS KEEPER, INC.	MOWING	$360.00
E 101-51600-255 BLDGS/GROUNDS	HAHN ACE HARDWARE	VENT BRUSH	$8.54

Account Descr	Search Name	Comments	Amount
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	$234.00
EXPENSE Descr MUNICIPAL BUILDING			$898.54
EXPENSE Descr PARKS			
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	NUTS/BOLTS	$2.54
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	BIT SET	$8.07
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	PAINT	$44.36
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	PORT-A-JOHN	PENBROOK RESTROOMS	$224.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	TRINITY ECO SOLUTIONS	WASP SPRAY	$331.20
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG CENTENNIAL	$23.24
EXPENSE Descr PARKS			$633.41
EXPENSE Descr PEDESTRIAN BRIDGE - BRP			
E 401-76110-285 CONSTRUCTION COSTS	REARDON METAL FEBRICATING	BRIDGE PAIL PARTS	$750.00
EXPENSE Descr PEDESTRIAN BRIDGE - BRP			$750.00
EXPENSE Descr PUBLIC WORKS			
E 101-53000-410 STREETS GEN MAINT	BIEBELS TRUE VALUE	STRAW	$48.44
E 101-53000-410 STREETS GEN MAINT	BIEBELS TRUE VALUE	ANCHOR	$24.88
E 101-53000-410 STREETS GEN MAINT	BIEBELS TRUE VALUE	ANCHOR	$22.47
E 101-53000-360 VEHICLE MAINT/EXPENSE	BOBCAT PLUS INC	FILTERS	$277.77
E 101-53000-360 VEHICLE MAINT/EXPENSE	BRUCE MUNICIPAL EQUIPMENT INC	SWEEPER BROOMS	$914.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	UNLEADED GASOLINE	$1,485.94
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	$511.45
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	$386.17
E 101-53000-180 OTHER BENEFITS	ELFTMAN, CLAY	REIMBURSE CLOTHING ALLOWANCE	$79.99
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	FOX BROS PIGGLY WIGGLY	OIL/PLATES/FORKS/SPOONS	$24.35
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	$132.95
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	$132.95
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	$105.95
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	J & J TOWING & RECOVERY INC	TOW CAR FROM UNDER TREE/RENSON ROAD	$125.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	OIL	$45.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	FILTERS/WIRE TIES/OIL/ENGINE TREATMENT	$66.42
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	OIL/FILTERS	$191.68
E 101-53000-410 STREETS GEN MAINT	OKAUCHEE REDI-MIX INC	CONCRETE	$430.00
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	SKYKICK MIGRATION TOOL	$23.11
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMP S TIRE SERVICE INC	TIRE FOR SWEEPER	$495.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	QUEST COLL/TESTING MAAS	$86.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRINITY ECO SOLUTIONS	CLEANERS	$1,329.70
E 101-53000-410 STREETS GEN MAINT	TRINITY ECO SOLUTIONS	DEGREASER	$596.40
E 101-53000-360 VEHICLE MAINT/EXPENSE	UTILITY SALES & SERVICE	STEP FOR BUCKET TRUCK	$292.40
E 101-53000-225 STREET LIGHTING	WE ENERGIES	AUG-SEPT FW WEST	$110.61
E 101-53000-225 STREET LIGHTING	WE ENERGIES	JULY-AUG STREET LIGHTING	$8,644.75

Account Descr	Search Name	Comments	Amount
E 101-53000-360 VEHICLE MAINT/EXPENSE	WELDERS SUPPLY CO	TORCH TIPS	$117.40
E 101-53000-410 STREETS GEN MAINT	WOLF PAVING CO INC	ASPHALT	$400.86
EXPENSE Descr PUBLIC WORKS			$17,101.64
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-303 SUMMER REC EXPENSES	DOUSMAN TRANSPORT	SUMMER SPLASH SHUTTLE	$2,470.65
E 101-55300-303 SUMMER REC EXPENSES	DOUSMAN TRANSPORT	SUMMER CAMP FIELDTRIPS	$2,674.97
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HOOPER HANDS BASKETBALL AC	BASKETBALL 101/BASKETBALL 201	$1,488.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HUNT-MATTHES, KATE	INTRO TO MEDITATION	$278.40
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	KNOLLWOOD STABLES	SEPT-OCT BASIC HORSEMANSHIP	$512.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	LAPTOP/ADAPTER/DOCKING STATION	$1,775.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	SKYKICK MIGRATION TOOL	$9.63
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	TRANSON, ELYSE	IRISH DANCE FOR KIDS	$96.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			$9,304.65
EXPENSE Descr REFUSE & GARBAGE COLLECTION			
E 201-53620-200 GARBAGE COLLECTION FEES	ADVANCED DISPOSAL SERVICES	AUG SERVICES	$34,591.07
EXPENSE Descr REFUSE & GARBAGE COLLECTION			$34,591.07
EXPENSE Descr SEWER SERVICE			
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	BUMPER TO BUMPER HARTLAND	DRILL BITS	$168.62
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	BUMPER TO BUMPER HARTLAND	SEAM SEAL	$6.99
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIGGERS HOTLINE INC	AUG FAX FEES	$190.55
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	SEPT ADMIN SERVICES	$26.50
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	MBM	JULY-OCT COPIER	$151.75
E 204-53610-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	OIL/FILTERS	$123.82
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	SONICWALL DYNAMIC SUPPORT	$48.00
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	SKYKICK MIGRATION TOOL	$5.78
E 204-53610-800 CAPITAL OUTLAY	SABEL MECHANICAL	CRSTAL DR REBUILD LIFT STATION/CHECK VALVES	$5,658.14
EXPENSE Descr SEWER SERVICE			$6,380.15
EXPENSE Descr WATER UTILITY			
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	BIEBELS TRUE VALUE	NUTS/BOLTS	$1.43
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	BIEBELS TRUE VALUE	BLADE/SEALANT	$31.99
E 620-53700-930 MISC GENERAL EXPENSES	BIEBELS TRUE VALUE	KNIFE	$3.74
E 620-53700-923 OUTSIDE SERVICES	DIGGERS HOTLINE INC	AUG FAX FEES	$190.55
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	SEPT ADMIN SERVICES	$66.25
E 620-53700-651 MAINTENANCE OF MAINS	FERGUSON WATERWORKS	VALVE/VALVE BOX/RISERS/BOX TOP	$3,197.73
E 620-53700-654 MAINTENANCE OF HYDRANTS	FERGUSON WATERWORKS	GREASE	$212.45
E 620-53700-923 OUTSIDE SERVICES	FLEMINGS FIRE 1, INC.	ANNUAL EXTINGUISHER INSPECTIONS	$370.95
E 620-53700-923 OUTSIDE SERVICES	HYDROCORP	AUG INSPECTIONS/REPORTING	$2,885.00
E 620-53700-651 MAINTENANCE OF MAINS	KIMBALL MIDWEST	DIAMOND CUTTING WHEEL	$498.65
E 620-53700-923 OUTSIDE SERVICES	MBM	JULY-OCT COPIER	$151.75

Account Descr	Search Name	Comments	Amount
E 620-53700-651 MAINTENANCE OF MAINS	NAPA AUTO PARTS	TIE DOWN LOOPS	$9.49
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	DRINKING WATER	$20.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	AUG BACTERIA SAMPLES	$54.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	570 PROGESS WELL #3	$20.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	AUG BACTERIA SAMPLES	$54.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	DRINKING WATER	$108.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	AUG BACTERIA SAMPLES	$36.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	AUG BACTERIA SAMPLES	$18.00
E 620-53700-651 MAINTENANCE OF MAINS	OKAUCHEE REDI-MIX INC	SLURRY	$900.00
E 620-53700-921 OFFICE SUPPLIES & EXPENSES	ONTECH SYSTEMS, INC	SKYKICK MIGRATION TOOL	$5.78
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	SONICWALL DYNAMIC SUPPORT	$48.00
E 620-53700-933 TRANSPORTATION EXPENSES	PRICE ENGINEERING	FITTINGS	$28.44
E 620-53700-623 PUMPING - SUPPLIES/EXPENSES	REARDON METAL FEBRICATING	PUMP BASE	$1,500.00
E 620-53700-652 MAINTENANCE OF SERVICES	STARK PAVEMENT CORPORATION	ASPHALT	$573.74
E 620-53700-651 MAINTENANCE OF MAINS	STRIETER FARM TRUCK SERVICE	HAUL WOODCHIPS	$255.86
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	SUEZ	PRESSURE TRANSDUCER/WELL #3	$1,785.00
E 620-53700-673 TRANS&DIST MAINS	UPI LLC	REMAINING PAYMENT CLOSE OUT 2018	$25,149.16
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	JULY-AUG #3 PUMPHOUSE	$1,553.43
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE	$26.00
EXPENSE Descr WATER UTILITY			$39,755.39
			$237,568.20

VILLAGE OF HARTLAND
LICENSES AND PERMITS
SEPTEMBER 23, 2019

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

Erin VanderHeyden

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

VILLAGE OF HARTLAND

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 82
OF THE VILLAGE OF HARTLAND MUNICIPAL CODE
PERTAINING TO COLLECTION OF FORFEITURES FOR
NONMOVING TRAFFIC VIOLATIONS**

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

Section 1: Chapter 82, Article 1, Section 82-4(f) of the Village of Hartland Municipal code of Ordinances pertaining to collection of forfeitures for nonmoving traffic violations is hereby created to read as follows.

Sec. 82-4(f) – Penalty.

A. Definition. A "nonmoving traffic violation" is any parking of a vehicle in violation of a statute or an ordinance.

B. Statutes adopted. The procedures provided for in §§ 345.28 and 345.34 to 345.47, Wis. Stats., inclusive, are hereby specifically adopted and shall be followed in actions to recover forfeitures for nonmoving traffic violations, as defined in Subsection **C** below.

C. Costs assessed. The Village of Hartland Police Department shall have the authority to determine the administrative costs of enforcement in collection of forfeitures for nonmoving traffic violations under this section from time to time as may be necessary to adjust the same and shall keep the Lake Country Municipal Court informed of the same, which Court shall assess the same against violators and cause such to be collected along with stipulations, but in no event shall such costs be less than the following:
    1. Issue citation: $25.00 ($75.00 for Handicap Parking).
    2. After 5 days: $50.00 ($150 for Handicap Parking).
    3. After 30 days and the citation having been referred to the Department of Transportation for a suspension of registration, as permitted by Subsection **B** above.
    4. If the citation is contested and transferred to the Lake Country Municipal Court for adjudication: $92.50 ($187.00 for Handicap Parking).

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

Section 3: This Ordinance shall take effect and be in full force after adoption and proper publication.

Adopted this ____ day of _____, 2019.

VILLAGE OF HARTLAND

By: _____

Jeffrey Pfannerstill, Village President

ATTEST:

_____

Darlene Igl, MMC, WCPC, Village Clerk

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: 9/4	Fee Paid:
Date Filed:	Receipt No.:

1. Name: Overlook Trails LLC - Neumann Developments Inc. - Bryan Lindgren

   Address of Owner/Agent: N27W24025 Paul Ct., Suite 100
   Pewaukee, WI 53072

   Phone Number of Owner/Agent: 262-542-9200

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

3. State present use of property and intended use.
   50 unit Single Family Condominium Plat currently under construction

Signature of Petitioner

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

262-542-9200
Phone

CONDOMINIUM PLAT
OF
OVERLOOK TRAILS CONDOMINIUM

VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

Setbacks:
- Internal Public Road Setback = 15' Front Setback (45' to Centerline) 25' to back of curb at cul-de-sacs
- Min Lisbon Rd Setback = 100'
- Future CTH KE Setback = 100'
- Min Bldg – Bldg Setback = 20'
- Min Exterior Rear Yard Setback = 25'
- INRA Bldg Setback = 10'

CURVE TABLE:

RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
800.00	20°21'51"	284.34	282.84	S10°41'25.5"W	S20°52'21"W	S00°30'30"W

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

LEGAL DESCRIPTION:

Being a redivision of Lot 1, Lot 2, and Lot 3 of Certified Survey Map No. _____, recorded as Document No. _____ in the Waukesha County Register of Deeds office in Certified Survey Maps ___ pages _____ inclusive, located in 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.

SURVEYOR'S CERTIFICATE:

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

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

Dated this 30th day of AUGUST, 2019.

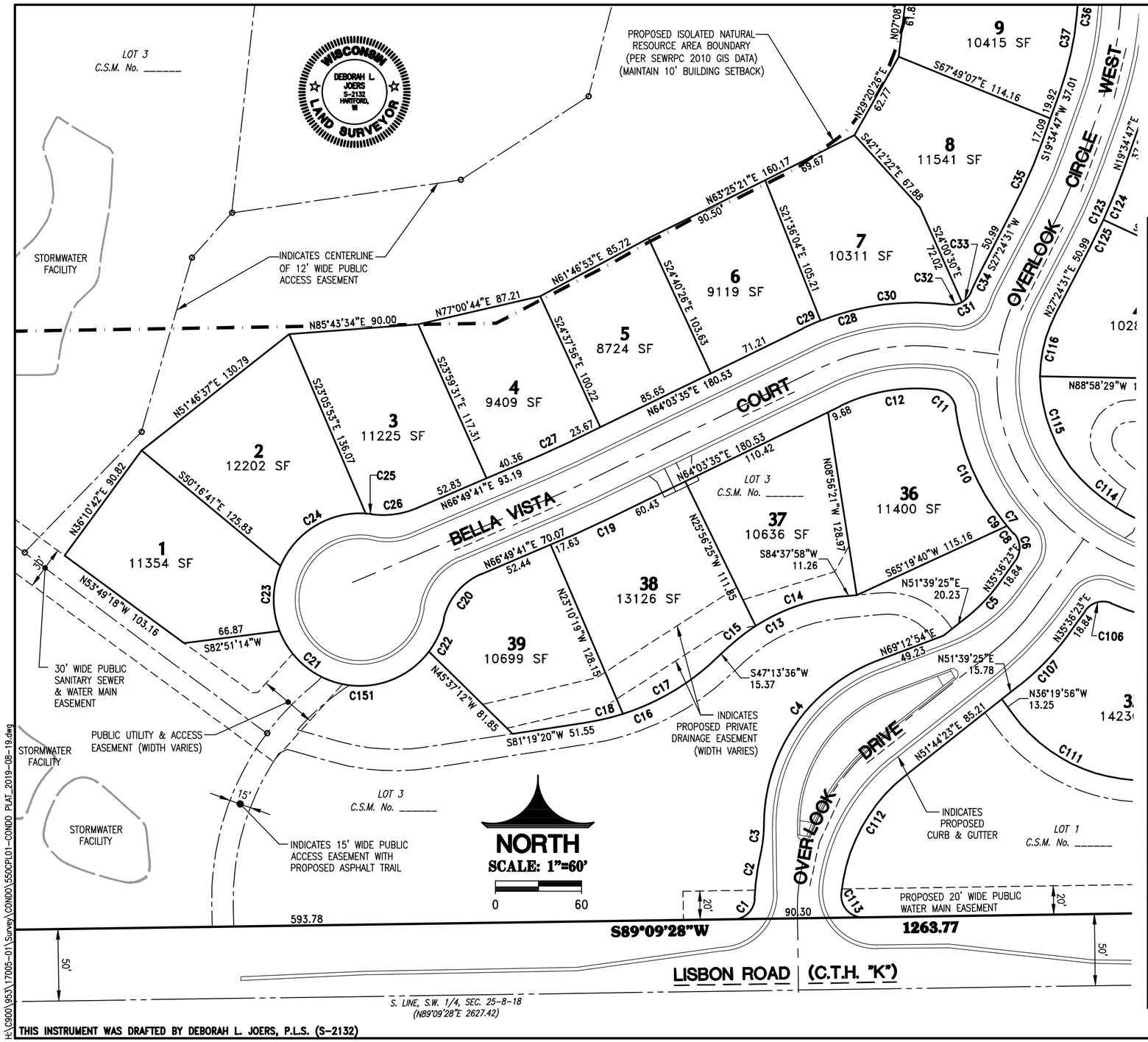
Deborah L. Joers, P.L.S.
Professional Land Surveyor S–2132

TRIO
DESIGN • LAND SURVEYING • CIVIL ENGINEERING
4100 N Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

WISCONSIN DEBORAH L JOERS S-2132 HARTFORD, WI LAND SURVEYOR

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, P.L.S. (S–2132) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

H:\C900\953\17005-01\Survey\CONDO\550CPL01-CONDO PLAT_2019-08-19.dwg



THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, P.L.S. (S-2132)

CONDOMINIUM PLAT
OF
OVERLOOK TRAILS CONDOMINIUM

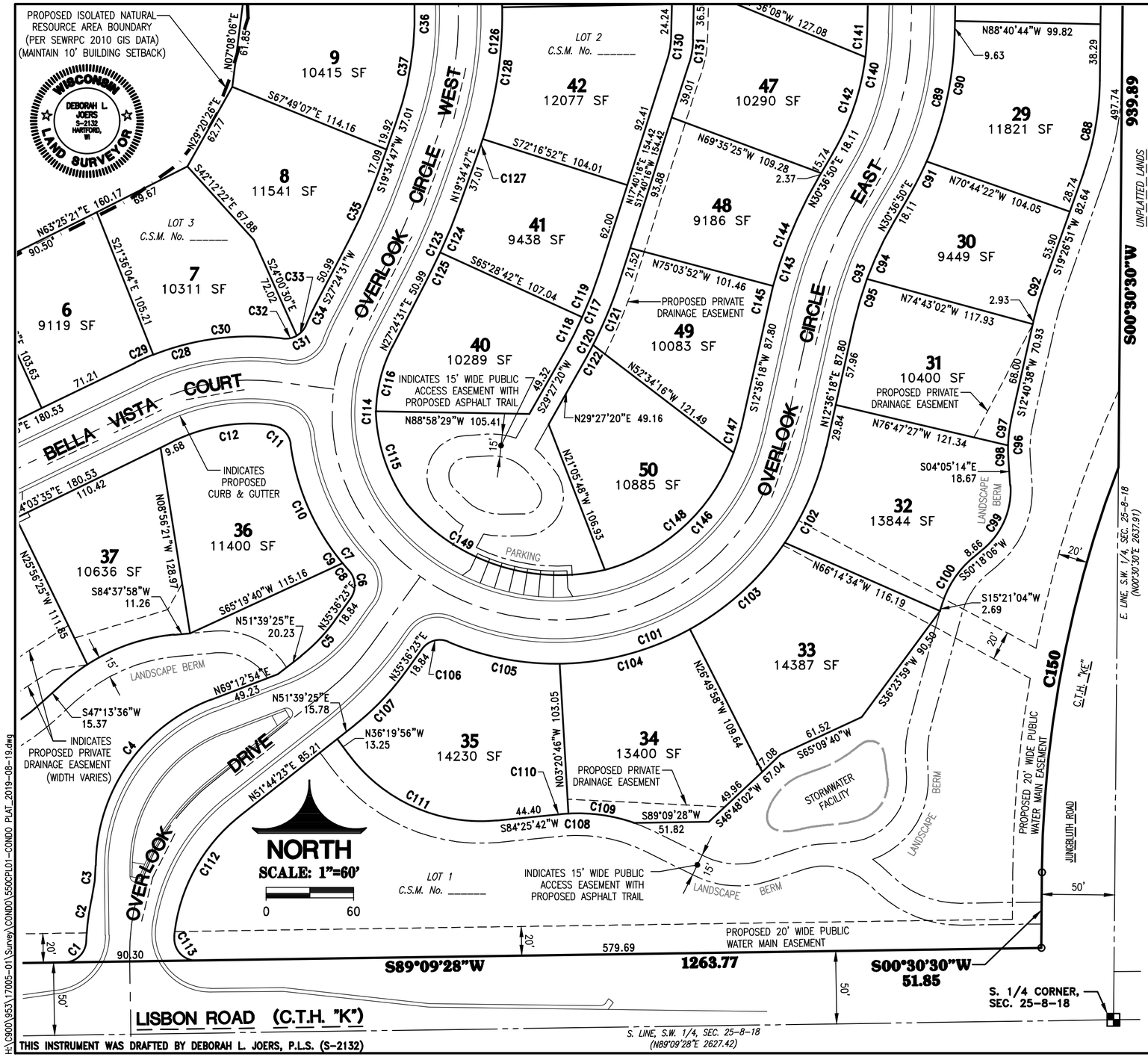
VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN

(Residential Condominium)

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	W. R.O.W.	15.00	86°35'51"	22.67	20.57	N45°51'32.5"E	N89°09'28"E	N02°33'37"E
C2	W. R.O.W.	180.00	9°55'48"	31.20	31.16	S07°31'31"W	S12°29'25"W	S02°33'37"W
C3	W. R.O.W.	100.00	12°09'45"	21.23	21.19	N06°24'32"E	N12°29'25"E	N00°19'39"E
C4	W. R.O.W.	122.50	68°53'14"	147.28	138.57	S34°46'16.5W	S69°12'54"W	S00°19'39"W
C5	W. R.O.W.	120.00	16°03'03"	33.62	33.51	N43°37'54"E	N51°39'25"E	N35°36'23"E
C6	W. R.O.W.	15.00	77°19'11"	20.24	18.74	N03°03'12.5"W	N35°36'23"E	N41°42'48"W
C7	TOTAL	190.00	3°34'05"	11.83	11.83	S39°55'45.5"E	S38°08'43"E	S41°42'48"E
C8	W. R.O.W.	190.00	2°09'22"	7.15	7.15	S40°38'07"E	S39°33'26"E	S41°42'48"E
C9	LOT 36	190.00	1°24'43"	4.68	4.68	S38°51'05"E	S38°08'43"E	S39°33'26"E
C10	LOT 36	160.00	30°43'26"	85.80	84.77	S22°46'59.5"E	S07°25'16"E	S38°08'43"E
C11	LOT 36	15.00	75°32'53"	19.78	18.38	N45°11'43"W	N07°25'16"W	N82°58'10"W
C12	LOT 36	120.00	32°58'15"	69.05	68.11	S80°32'42.5"W	N82°58'10"W	S64°03'35"W
C13	TOTAL	132.50	37°24'22"	86.50	84.98	S65°55'47"W	S84°37'58"W	S47°13'36"W
C14	LOT 37	132.50	27°20'17"	63.22	62.62	S70°57'49"W	S84°37'58"W	S57°17'41"W
C15	LOT 38	132.50	10°04'05"	23.28	23.25	S52°15'38"W	S57°17'41"W	S47°13'36"W
C16	TOTAL	167.50	34°05'44"	99.68	98.21	N64°16'28"E	N81°19'20"E	N47°13'36"E
C17	LOT 38	167.50	25°01'07"	73.14	72.56	N59°44'09"E	N72°14'43"E	N47°13'36"E
C18	LOT 39	167.50	9°04'37"	26.54	26.51	N76°47'01"E	N81°19'20"E	N72°14'43"E
C19	LOT 38	530.00	2°46'06"	25.61	25.61	N65°26'38"E	N66°49'41"E	N64°03'35"E
C20	LOT 39	45.00	53°47'48"	42.25	40.72	S39°55'47"W	S66°49'41"W	S13°01'53"W
C21	TOTAL	60.00	264°41'02"	277.18	88.70	S34°37'36"E	N82°17'05"W	N13°01'53"E
C22	LOT 39	60.00	23°55'15"	25.05	24.87	N24°59'31"E	N36°57'08"E	N13°01'53"E
C23	LOT 1	60.00	44°32'24"	46.64	45.48	S00°58'15"W	S23°14'27"W	S21°17'58"E
C24	LOT 2	60.00	70°47'19"	74.13	69.50	S58°38'06"W	N85°58'14"W	S23°14'27"W
C25	LOT 3	60.00	3°41'10"	3.86	3.86	N84°07'39"W	N82°17'05"W	N85°58'14"W
C26	LOT 3	60.00	30°53'14"	32.35	31.95	N82°16'18"E	S82°17'05"E	N66°49'41"E
C27	LOT 4	470.00	2°46'06"	22.71	22.71	N65°26'38"E	N66°49'41"E	N64°03'35"E
C28	N. R.O.W.	180.00	33°10'41"	104.23	102.78	S80°38'55.5"W	N82°45'44"W	S64°03'35"W
C29	LOT 6	180.00	4°20'21"	13.63	13.63	S66°13'45"W	S68°23'56"W	S64°03'35"W
C30	LOT 7	180.00	28°50'21"	90.60	89.65	S82°49'06"W	N82°45'44"W	S68°23'56"W
C31	N. R.O.W.	15.00	74°51'27"	19.60	18.23	N59°48'33"E	S82°45'44"E	N22°22'50"E
C32	LOT 7	15.00	37°25'43"	9.80	9.63	N78°31'25"E	S82°45'44"E	N59°48'33"E
C33	LOT 8	15.00	37°25'43"	9.80	9.63	N41°05'41"E	N59°48'33"E	N22°22'50"E
C34	LOT 8	160.00	5°01'41"	14.04	14.04	S24°53'40"W	S27°24'31"W	S22°22'50"W
C35	LOT 8	370.00	7°49'44"	50.56	50.52	N23°29'39"E	N27°24'31"E	N19°34'47"E

DATE: 8/30/19



THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, P.L.S. (S-2132)

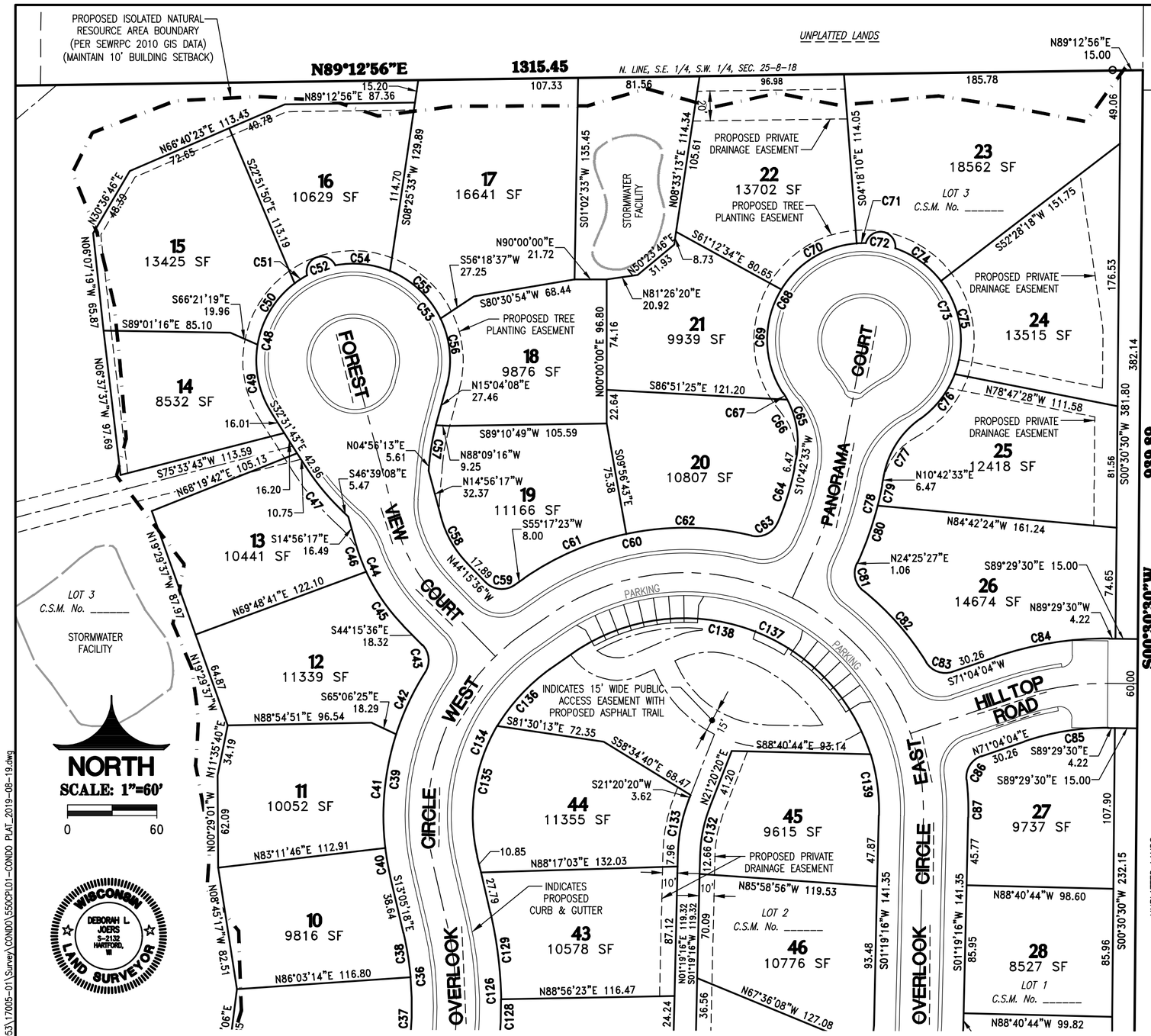
CONDOMINIUM PLAT
OF
OVERLOOK TRAILS CONDOMINIUM

VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C36	W. R.O.W.	220.00	32°40'05"	125.44	123.74	N03°14'44.5"E	N19°34'47"E	N13°05'18"W
C37	LOT 9	220.00	24°47'51"	95.22	94.47	N07°10'51"E	N19°34'47"E	N05°13'04"W
C38	LOT 10	220.00	7°52'14"	30.22	30.20	N09°09'11"W	N05°13'04"W	N13°05'18"W
C39	W. R.O.W.	180.00	45°29'09"	142.90	139.18	S09°39'16.5"W	S32°23'51"W	S13°05'18"E
C40	LOT 10	180.00	6°17'04"	19.74	19.73	S09°56'46"E	S06°48'14"E	S13°05'18"E
C41	LOT 11	180.00	24°35'59"	77.28	76.69	S05°29'45"W	S17°47'45"W	S06°48'14"E
C42	LOT 12	180.00	14°36'07"	45.87	45.75	S25°05'48"W	S32°23'51"W	S17°47'45"W
C43	LOT 12	15.00	76°39'28"	20.07	18.61	N05°55'53"W	N32°23'51"E	N44°15'37"W
C44	W. R.O.W.	130.00	29°19'19"	66.53	65.81	S29°35'56.5"E	S14°56'17"E	S44°15'36"E
C45	LOT 12	130.00	19°24'38"	44.04	43.83	S34°33'17"E	S24°50'58"E	S44°15'36"E
C46	LOT 13	130.00	9°54'41"	22.49	22.46	S19°53'37"E	S14°56'17"E	S24°50'58"E
C47	LOT 13	157.00	14°07'24"	38.70	38.60	S39°35'25.5"E	S32°31'43"E	S46°39'08"E
C48	W. R.O.W.	65.00	94°10'34"	106.84	95.21	S14°33'33"W	S61°38'50"W	S32°31'44"E
C49	LOT 14	65.00	42°05'52"	47.76	46.69	S11°28'48"E	S09°34'08"W	S32°31'44"E
C50	LOT 15	65.00	43°22'51"	49.21	48.05	S31°15'33"W	S52°56'59"W	S09°34'08"W
C51	LOT 16	65.00	8°41'51"	9.87	9.86	S57°17'54"W	S61°38'50"W	S52°56'59"W
C52	LOT 16	10.00	171°37'25"	29.95	19.95	S70°28'24"W	N23°42'53"W	S15°20'19"E
C53	E. R.O.W.	65.00	115°46'11"	131.34	110.11	N42°48'57"W	N15°04'08"E	S79°17'58"W
C54	LOT 16	65.00	33°10'27"	37.63	37.11	N84°06'49"W	N67°31'35"W	S79°17'58"W
C55	LOT 17	65.00	41°48'26"	47.43	46.38	N46°37'22"W	N25°43'09"W	N67°31'35"W
C56	LOT 18	65.00	40°47'17"	46.27	45.30	N05°19'30"W	N15°04'08"E	N25°43'09"W
C57	LOT 19	143.00	10°07'55"	25.29	25.25	S10°00'11"W	S15°04'08"W	S04°56'13"W
C58	LOT 19	70.00	29°19'19"	35.82	35.43	S29°35'56.5"E	S14°56'17"E	S44°15'36"E
C59	LOT 19	15.00	80°27'00"	21.06	19.37	S84°29'06"E	S44°15'36"E	N55°17'23"E
C60	N. R.O.W.	190.00	48°15'44"	160.04	155.35	S79°25'15.5"W	N76°26'52"W	S55°17'23"W
C61	LOT 19	190.00	22°39'28"	75.14	74.65	S66°37'08"W	S77°56'52"W	S55°17'23"W
C62	LOT 20	190.00	25°36'16"	84.91	84.20	N89°15'00"W	N76°26'52"W	S77°56'52"W
C63	LOT 20	15.00	79°47'23"	20.89	19.24	N63°39'26.5"E	S76°26'52"E	N23°45'45"E
C64	LOT 20	170.00	13°03'12"	38.73	38.65	N17°14'09"E	N23°45'45"E	N10°42'33"E
C65	W. R.O.W.	60.00	43°56'44"	46.02	44.90	N11°15'49"W	N10°42'33"E	N33°14'11"W
C66	LOT 20	60.00	38°56'19"	40.78	40.00	N08°45'36"W	N10°42'33"E	N28°13'46"W
C67	LOT 21	60.00	5°00'24"	5.24	5.24	N30°43'58"W	N28°13'46"W	N33°14'11"W
C68	W. R.O.W.	65.00	124°15'01"	140.96	114.92	S28°53'19.5"W	N88°59'10"W	S33°14'11"E
C69	LOT 21	65.00	64°42'38"	73.41	69.57	S00°52'51"E	S31°28'28"W	S33°14'11"E
C70	LOT 22	65.00	54°13'22"	61.51	59.24	S58°35'09"W	S85°41'50"W	S31°28'28"W

DATE: 8/30/19



CONDOMINIUM PLAT
OF
OVERLOOK TRAILS CONDOMINIUM

VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C71	LOT 23	65.00	5°19'01"	6.03	6.03	S88°21'20"W	N88°59'10"W	S85°41'50"W
C72	LOT 23	10.00	171°37'25"	29.95	19.95	N80°09'36"W	N05°39'07"E	S14°01'41"W
C73	E. R.O.W.	65.00	125°59'19"	142.93	115.83	N08°20'22.5"W	N54°39'17"E	N71°20'02"W
C74	LOT 23	65.00	33°48'20"	38.35	37.80	N54°25'52"W	N37°31'42"W	N71°20'02"W
C75	LOT 24	65.00	58°03'49"	65.87	63.09	N08°29'47"W	N20°32'07"E	N37°31'42"W
C76	LOT 25	65.00	34°07'10"	38.71	38.14	N37°35'42"E	N54°39'17"E	N20°32'07"E
C77	LOT 25	60.00	43°56'44"	46.02	44.90	S32°40'55"W	S54°39'17"W	S10°42'33"W
C78	E. R.O.W.	230.00	13°42'54"	55.06	54.92	N17°34'00"E	N24°25'27"E	N10°42'33"E
C79	LOT 25	230.00	3°34'29"	14.35	14.35	N12°29'48"E	N14°17'02"E	N10°42'33"E
C80	LOT 26	230.00	10°08'25"	40.71	40.65	N19°21'15"E	N24°25'27"E	N14°17'02"E
C81	LOT 26	15.00	75°29'42"	19.76	18.37	S13°19'25"E	S24°25'26"W	S51°04'16"E
C82	LOT 26	190.00	19°27'31"	64.53	64.22	N41°20'30.5"W	N31°36'45"W	N51°04'16"W
C83	LOT 26	15.00	77°19'11"	20.24	18.74	S70°16'20.5"E	S31°36'45"E	N71°04'04"E
C84	LOT 26	230.00	19°26'26"	78.04	77.67	S80°47'17"W	N89°29'30"W	S71°04'04"W
C85	LOT 27	170.00	19°26'26"	57.68	57.40	S80°47'17"W	N89°29'30"W	S71°04'04"W
C86	LOT 27	15.00	77°19'11"	20.24	18.74	S32°24'29"W	S71°04'04"W	S06°15'06"E
C87	LOT 27	190.00	7°34'22"	25.11	25.09	N02°27'55"W	N01°19'16"E	N06°15'06"W
C88	LOT 29	195.00	18°56'21"	64.46	64.16	N09°58'41"E	N19°26'51"E	N00°30'30"E
C89	E. R.O.W.	230.00	29°17'33"	117.59	116.31	N15°58'03"E	N30°36'50"E	N01°19'16"E
C90	LOT 29	230.00	22°19'14"	89.60	89.03	N12°28'53"E	N23°38'30"E	N01°19'16"E
C91	LOT 30	230.00	6°58'19"	27.99	27.97	N27°07'40"E	N30°36'50"E	N23°38'30"E
C92	LOT 30	207.50	6°46'14"	24.52	24.51	S16°03'44"W	S19°26'51"W	S12°40'38"W
C93	E. R.O.W.	240.00	18°00'31"	75.43	75.12	S21°36'34"W	S30°36'50"W	S12°36'18"W
C94	LOT 30	240.00	10°34'36"	44.30	44.24	S25°19'31"W	S30°36'50"W	S20°02'13"W
C95	LOT 31	240.00	7°25'55"	31.13	31.11	S16°19'16"W	S20°02'13"W	S12°36'18"W
C96	TOTAL	87.50	16°45'51"	25.60	25.51	S04°17'42"W	S12°40'38"W	S04°05'14"E
C97	LOT 31	87.50	11°03'06"	16.88	16.85	S07°09'05"W	S12°40'38"W	S01°37'32"W
C98	LOT 32	87.50	5°42'46"	8.72	8.72	S01°13'51"E	S01°37'32"W	S04°05'14"E
C99	LOT 32	52.50	54°23'20"	49.84	47.99	N23°06'26"E	N50°18'06"E	N04°05'14"W
C100	LOT 32	67.50	34°57'02"	41.18	40.54	S32°49'35"W	S50°18'06"W	S15°21'04"W
C101	SE. R.O.W.	190.00	100°19'15"	332.68	291.78	N62°45'55.5"E	S67°04'27"E	N12°36'18"E
C102	LOT 32	190.00	21°38'43"	71.78	71.35	N23°25'40"E	N34°15'01"E	N12°36'18"E
C103	LOT 33	190.00	26°48'55"	88.92	88.11	N47°39'29"E	N61°03'57"E	N34°15'01"E
C104	LOT 34	190.00	28°12'14"	93.53	92.59	N75°10'04"E	N89°16'11"E	N61°03'57"E
C105	LOT 35	190.00	23°39'23"	78.45	77.89	S78°54'08"E	S67°04'27"E	N89°16'11"E

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THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, P.L.S. (S-2132)

DATE: 8/30/19

CONDOMINIUM PLAT
OF
OVERLOOK TRAILS CONDOMINIUM
VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C106	LOT 35	15.00	77°19'11"	20.24	18.74	S74°15'58"W	N67°04'27"W	S35°36'23"W
C107	LOT 35	180.00	16°03'03"	50.42	50.26	N43°37'54"E	N51°39'25"E	N35°36'23"E
C108	TOTAL	117.50	24°34'14"	50.39	50.00	N83°17'11"W	N71°00'04"W	S84°25'42"W
C109	LOT 34	117.50	22°09'50"	45.45	45.17	N82°04'59"W	N71°00'04"W	S86°50'06"W
C110	LOT 35	117.50	2°24'24"	4.94	4.94	S85°37'54"W	S86°50'06"W	S84°25'42"W
C111	LOT 35	112.50	59°14'22"	116.32	111.20	S65°57'07"E	S36°19'56"E	N84°25'42"E
C112	E. R.O.W.	120.00	46°10'16"	96.70	94.11	S28°34'17"W	S51°39'25"W	S05°29'09"W
C113	E. R.O.W.	15.00	96°19'41"	25.22	22.35	S42°40'41.5"E	S05°29'09"W	N89°09'28"E
C114	E. R.O.W.	100.00	65°33'14"	114.41	108.27	S05°22'06"E	S27°24'31"W	S38°08'43"E
C115	E. R.O.W.	100.00	39°10'14"	68.37	67.04	S18°33'36"E	S01°01'31"W	S38°08'43"E
C116	LOT 40	100.00	26°23'00"	46.05	45.64	S14°13'01"W	S27°24'31"W	S01°01'31"W
C117	TOTAL	292.50	11°47'04"	60.16	60.05	N23°33'48"E	N29°27'20"E	N17°40'16"E
C118	LOT 40	292.50	5°09'44"	26.35	26.34	N26°52'28"E	N29°27'20"E	N24°17'35"E
C119	LOT 41	292.50	6°37'20"	33.81	33.79	N20°58'56"E	N24°17'35"E	N17°40'16"E
C120	TOTAL	307.50	11°47'04"	63.25	63.13	N23°33'48"E	N29°27'20"E	N17°40'16"E
C121	LOT 49	307.50	9°18'03"	49.92	49.86	N22°19'17"E	N26°58'19"E	N17°40'16"E
C122	LOT 50	307.50	2°29'01"	13.33	13.33	N28°12'49"E	N29°27'20"E	N26°58'19"E
C123	E. R.O.W.	430.00	7°49'44"	58.76	58.71	N23°29'39"E	N27°24'31"E	N19°34'47"E
C124	LOT 41	430.00	4°56'31"	37.09	37.08	N22°03'02"E	N24°31'18"E	N19°34'47"E
C125	LOT 40	430.00	2°53'13"	21.67	21.66	N25°57'54"E	N27°24'31"E	N24°31'18"E
C126	E. R.O.W.	280.00	32°40'05"	159.65	157.49	N03°14'44.5"E	N19°34'47"E	N13°05'18"W
C127	LOT 41	280.00	1°51'38"	9.09	9.09	N18°38'57"E	N19°34'47"E	N17°43'08"E
C128	LOT 42	280.00	18°46'45"	91.77	91.36	N08°19'46"E	N17°43'08"E	N01°03'37"W
C129	LOT 43	280.00	12°01'41"	58.78	58.67	N07°04'27"W	N01°03'37"W	N13°05'18"W
C130	LOT 42	42.50	16°20'59"	12.13	12.09	N09°29'46"E	N17°40'16"E	N01°19'16"E
C131	LOT 47	57.50	16°20'59"	16.41	16.35	N09°29'46"E	N17°40'16"E	N01°19'16"E
C132	LOT 45	92.50	20°01'04"	32.32	32.15	S11°19'48"W	S21°20'20"W	S01°19'16"W
C133	LOT 44	107.50	20°01'04"	37.56	37.37	S11°19'48"W	S21°20'20"W	S01°19'16"W
C134	E. ROW	120.00	68°22'42"	143.21	134.86	S21°06'02.5"W	S55°17'23"W	S13°05'18"E
C135	LOT 44	120.00	43°24'09"	90.90	88.74	S08°36'47"W	S30°18'51"W	S13°05'18"E
C136	E. R.O.W.	120.00	24°58'32"	52.31	51.90	S42°48'07"W	S55°17'23"W	S30°18'51"W
C137	S. R.O.W.	130.00	126°01'53"	285.96	231.69	N61°41'40.5"W	N01°19'16"E	S55°17'23"W
C138	S. R.O.W.	130.00	107°44'32"	244.46	210.00	N70°50'21"W	N16°58'05"W	S55°17'23"W
C139	LOT 45	130.00	18°17'21"	41.50	41.32	N07°49'24"W	N01°19'16"E	N16°58'05"W
C140	W. R.O.W.	170.00	29°17'33"	86.91	85.97	N15°58'03"E	N30°36'50"E	N01°19'16"E
C141	LOT 46	170.00	5°37'58"	16.71	16.71	N04°08'15"E	N06°57'14"E	N01°19'16"E
C142	LOT 47	170.00	23°39'36"	70.20	69.70	N18°47'02"E	N30°36'50"E	N06°57'14"E
C143	W. R.O.W.	300.00	18°00'31"	94.29	93.91	S21°36'34"W	S30°36'50"W	S12°36'18"W
C144	LOT 48	300.00	15°40'41"	82.09	81.83	S22°46'29"W	S30°36'50"W	S14°56'08"W
C145	LOT 49	300.00	2°19'50"	12.20	12.20	S13°46'13"W	S14°56'08"W	S12°36'18"W

CURVE TABLE:

C146	NW. R.O.W.	130.00	129°14'59"	293.26	234.92	N77°13'47.5"E	S38°08'43"E	N12°36'18"E
C147	LOT 49	130.00	7°43'08"	17.51	17.50	N16°27'52"E	N20°19'26"E	N12°36'18"E
C148	LOT 50	130.00	54°46'04"	124.26	119.59	N47°42'28"E	N75°05'30"E	N20°19'26"E
C149	NW. R.O.W.	130.00	66°45'47"	151.48	143.05	S71°31'36"E	S38°08'43"E	N75°05'30"E
C150	W. R.O.W.	800.00	20°21'51"	284.34	282.84	S10°41'25"W	S20°52'21"W	S00°30'30"W
C151	S. R.O.W.	60.00	121°44'54"	127.49	104.83	S82°10'25"E	S21°17'58"E	N36°57'08"E

WISCONSIN
DEBORAH L. JOERS
S-2132
HARTFORD, WI
LAND SURVEYOR

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THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, P.L.S. (S-2132)

DATE: 8/30/19

Document Number	Document Title
	DECLARATION OF CONDOMINIUM OF OVERLOOK TRAILS CONDOMINIUM

Recording Area

Document Drafted By and Return to:
Overlook Trails LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Steve DeCleene

PIN:

Overlook Trails Condominium

Declaration of Condominium

DECLARATION OF CONDOMINIUM
FOR
OVERLOOK TRAILS CONDOMINIUM

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DECLARATION OF CONDOMINIUM
FOR
OVERLOOK TRAILS CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM FOR 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 **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 **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 boundaries of each Unit shall be all area within perimetrical 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.

Each Unit shall specifically include all windows, window frames, and doors (including garage doors), basement space, all installations, equipment, and fixtures for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning (even though such items may lie partially in and partially out of the designated boundaries of a 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 all the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all the Common Elements, except the Limited Common Elements as described below.

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

(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. The Limited Common Elements are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant. The Limited Common Elements consist of the outside stoop, deck, patio or porches, sidewalk, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit and the planting strip, landscape improvements, and permanent improvements and driveway immediately adjacent and appurtenant to the garage door to each Unit.

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 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 one hundred percent (100%) of the Common Element interest to purchasers. Nothing herein contained shall be construed to prevent Declarant from waiving it 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 seventy-five percent (75%) 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. Snow Removal is to include all paved paths deemed publicly accessible as well as parking areas located within the Rights of Way. Landscaping maintenance and upkeep includes the cul-de-sac island landscaping. The Association agrees to hold harmless the Village of Hartland for damage that may occur to cul-de-sac landscaping as a result of snow removal and storage activities. A portion of the paved pathway system utilizes the Emergency Access Drive at the southwest portion of the Site. In the future, when a second primary access is provided by a full street connection on the northeast portion of the site, the paved path may be reduced in size from twelve (12) feet to eight (8) feet between the end of the southwest cul-de-sac and the path parallel to CTH K in the CTH K Right of Way. Upon construction of a second primary access at the northeast, the Emergency Access Drive shall be removed between the pathway parallel to CTH K and the northern edge of the CTH K roadway and the area restored as appropriate with grass and shoulder material in accordance with Waukesha County specifications. 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, over, or under 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 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 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 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 Overlook Trails Condominium by expansion of the Condominium, Declarant hereby grants to 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 Overlook Trails Condominium. A separate document titled "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 be reimburse the Association for the cost of the same.

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

20. MORTGAGEE RIGHTS. Mortgagees of Units shall have the rights set forth below. In the event any provision of this Article conflict with any other provision of this Declaration, The Articles of Incorporation of the Association, or the By-Laws of the Association (collectively, the "project documents"), the provision more favorable to a Mortgagee shall control. If any provision of this Article conflicts with

any required minimum provision of the Act, the more restrictive provision shall control. Mortgagee Rights are as follows:

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

(a) Foreclose or take title to a condominium Unit pursuant to the remedies in the mortgage;

(b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or

(c) Sell or lease a Unit acquired by the Mortgagee or its assignee.

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

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

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

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

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;

(b) Any 60-day delinquency in the payment of Assessments or charges owned by the Owner of any Unit on which it holds the mortgage;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

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

20.6 Priority of Insurance Proceeds. Neither a Unit Owner nor any other party shall have priority over any rights of the first Mortgagee of the Unit pursuant to its mortgage in the case of

payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of condominium Units(s) and/or Common Elements.

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

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

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

22. CONDEMNATION

In the event of a "taking under the power of eminent domain" as defined in the Act, the Association shall proceed with rebuilding, relocation or restoration and/or an allocation of any award as provided in the By-laws or, if not provided for in the By-laws, in the Act. In any event, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to such an extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having 75% or more of the vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest and shall be distributed in accordance with the priority of interests in each Unit. A taking of all or part of a Unit may not include any of the Percentage Interests or vote appurtenant to the Unit. The Owner of each Unit taken shall have the individual right of appeal of the necessity of taking and of the condemnation award made for the taking. The Association shall have the

right of appeal of the necessity of taking of the Common Elements and the right of appeal of the condemnation award made for the taking of the Common Elements. An appeal by the Association shall be binding upon the Unit Owners for the necessity of taking or the condemnation award made for the taking of the Common Elements. Unit Owners having an interest in the ownership of Limited Common Elements may individually or as a group appeal the necessity of taking or the condemnation award made for the taking of the Limited Common Elements. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty damage to the Condominium or eminent domain proceedings which involve the Condominium.

23. Construction Obligation and Repurchase Rights

Construction Obligation:

Each Owner shall promptly begin, diligently pursue and ultimately complete construction with Halen Homes, LLC of the Building and other improvements on its Building Pad pursuant to approved plans by the Association. **Halen Homes, LLC is the exclusive builder of all Buildings and improvements within the Condominium. Owner acknowledges that the purchase of the Building Pad is separate from any construction contract to build the improvements on the Building Pad and the limited common elements appurtenant to the Building Pad. It is Owner's obligation to secure a construction contract for the Building Pad from Halen Homes, LLC which is a separate entity from the Declarant.**

In the event that construction of improvements has not been commenced with Halen Homes, LLC within one (1) year after the date of closing of the initial sale of a Building Pad by Declarant, then, until such construction is commenced, the Declarant shall have the option of repurchasing the Building Pad from the Owner (the "Commencement Option"). Commencement of construction is defined to mean that footings and foundation have been poured. To exercise the Commence Option, the Declarant shall provide written notice of exercise of the Commencement Option (the "Notice') to Owner at Owner's last known address, including the date of repurchase closing. Notice shall be deemed to be received two days after deposit of the notice, postage prepaid, in the U.S. mail. The repurchase shall occur within sixty (60) days after delivery of the Notice on the date specified in the Notice.

If after commencing construction work on any Building Pad, constrution ceases for a period of one hundred eight (180) consecutive days at any time before the substantial completion of construction as provided in Owner's approved plans ("Cessation of Construction"), the Declarant shall each have the option to repurchase the Building Pad from the Owner at any time prior to obtaining an occupancy permit (the "Construction Option"). To exercise the Construction Option, the Declarant shall provide written Notice as described above. Repurchase shall occur within sixty (60) days after delivery of the Notice on the date specified in the Notice. "Substantial completion of construction" means that construction has been completed to a point that a certificate of occupancy could be obtained.
If Owner does not complete construction of the improvements as described in the approved plans and obtain an occupancy permit for the improvements within two (2) years after the date of closing of Owner's purchase of the Building Pad from Declarant the Declarant shall have an option to repurchase the Building Pad from the Owner (the "Completion Option") at any time thereafter but prior to obtaining an occupancy permit. To exercise the Completion Option, the Declarant shall provide written Notice as described above. Repurchase shall occur within sixty (60) days after deliver of the Notice on the date specified in the Notice.

Terms of Repurchase:

If the Declarant exercises any of the options described above, at repurchase closing the Owner shall tender a warranty deed free and clear of all liens and encumbrances except municipal and zoning ordinances, recorded easements for public utilities and these Declaration in exchange for a sum equal to Owner's original purchase price for the Building Pad from Declarant less any unpaid real estate taxes, the proration for the then current year's real estate taxes, and the title insurance premium. Owner shall provide the party exercising the option with a title insurance policy for the full amount of Owner's purchase price.

In the event of repurchase as provided in this section, Owner shall also be liable to the Declarant for all reasonable costs and expenses incurred in retaking and restoring the Building Pad to marketable condition, and such costs and expenses shall be deducted from the amount of the purchase price paid to the Owner. Owner shall be deemed to consent to enforcement of the options described on the above terms by specific performance.

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. Steven DeCleene 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]

IN WITNESS WHEREOF, the said Declarant, has caused this Declaration to be executed this _____ day of _____, 2019.

DECLARANT:
OVERLOOK TRAILS LLC,
a Wisconsin limited liability company

By: _____
Steven B DeCleene, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this ___ day of _____, 2019, the above named Steven B DeCleene, Managing Member of OVERLOOK TRAILS LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires:_____

_____

CONSENT OF MORTGAGE HOLDER

Johnson Bank, being the holder of the first Mortgage on the property subject to this Declaration, hereby consents to the establishment of this Condominium and the recording of this Declaration and the Plat for this Condominium.

Date:_____, 2019

Park Bank

By:_____

Print Name & Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this _____ day of_____, 2019, the above named _____ _____ of Park Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF 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 89º09'28" 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 00º25'53" 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 89º12'56" 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 00º30'30" 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 OVERLOOK TRAILS CONDOMINIUM
[See attached]

EXHIBIT C

CONDOMINIUM PLAT

[See attached]

EXHIBIT D

UNIT ADDRESSES
OVERLOOK TRAILS CONDOMINIUM

Building	Unit #	Address

BY-LAWS
OF
OVERLOOK TRAILS
CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS
OF
OVERLOOK TRAILS
CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1

Name and Purpose

Pursuant to the Articles of Incorporation of OVERLOOK TRAILS CONDOMINIUM ASSOCIATION, INC., and the Condominium Declaration for 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 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 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 by 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 of 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 seventy-five percent (75%) of the percentage interest in the Common Elements to purchasers. Prior to the conveyance of seventy-five percent (75%) 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 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 Overlook Trails Condominium by Declarant, (b) thirty (30) days after the conveyance of one hundred percent (100%) 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 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 the 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 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 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 "pet's 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 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 Overlook Trails, c/o: Steve DeCleene, 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 _____, 2019.

_____
Secretary/Treasurer

AMY K MCABOY
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HARTLAND WI 53029-8685

ANDREW COUTTS AND KATHLEEN COUTTS
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ERIC J & TRACY R EGENHOEFER LIVING TRUST
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HARTLAND WI 53029

GERARD LIVING TRUST
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HARTLAND WI 53029

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N27W24025 PAUL CT STE 100
PEWAUKEE WI 53072-6239

PJEVACH JOINT REVOCABLE TRUST
1002 N CYPRESS CT
HARTLAND WI 53029-8685

SCOTT B SCHNEIDER AND TANYA SCHNEIDER
1180 MARY HILL CIR
HARTLAND WI 53029

SCOTT KRAHN AND DAWN KRAHN
1143 MARY HILL CIR
HARTLAND WI 53029

SCOTT WADE
607 SOUTHERN OAK DR
HARTLAND WI 53029-8008

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

STANLEY B NELSON AND DEANNA M NELSON
1010 N BLUESPRUCE CIR
HARTLAND WI 53029-8681

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

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

THOMAS TAFT AND DELPHINE TAFT
1602 E BRISTLECONE DR
HARTLAND WI 53029

WALTER ROGERS
1175 MARY HILL CIR
HARTLAND WI 53029-8009

WILLIAM A RADEMAN AND RUTH M RADEMAN
N55W28413 CTY K
HARTLAND WI 53029

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

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: 7/26/19	Fee Paid:
Date Filed:	Receipt No.

1. Name: TMPN Hartland & Hartland Plaza LLC.

   Address of Owner/Agent: 11518 N. Port Washington Rd. Mequon, WI 53092

   Phone Number of Owner/Agent: 262.240.1500, 414.716.5500

   FAX No. _____ E-mail GID@DEVOFFICES.COM TED@SENDIKSMARKET.COM

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

3. State present use of property and intended use.

   The Building is currently operating as a Sendiks Food Market. The addition to the back of the store will allow for better storage, workflow, shipping recieving, and interior remodel of deli, bakery, & meat department.

Signature of Petitioner

700 W. Virginia Street, Milwaukee, WI 53204

Address

414. 272-8000 Ex 303

Phone

over

NOTE:

a. Upon receipt of the petition for a PUD Overlay or PUD Amendment, 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. Petition, Approval of Location and Plan of Operation may be made to the Village Plan Commission by filing such petition with the Village Clerk, accompanied by an operation description and a site plan showing the property boundaries, proposed and existing structures, a sketch of the building exterior and floor plan, and indicating uses on abutting property within 25 feet. Plans for landscaping and indication of parking facilities should be attached. Be as detailed as possible in order to fully inform the Plan Commission of your exact purpose and intention.

c. 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.

d. Ask for a copy of the Village Ordinance relating to zoning changes or Planned Unit Development districts (PUD), as required.

e. Include fee payable to **The Village of Hartland**

$150 for PUD Petition + *$1,000 PROFESSIONAL FEE DEPOSIT*

f. Mail or deliver request, in triplicate, to:

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

Village of Hartland
Professional Services Reimbursement Form

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

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

Project Name: Sendiks Food Market Addition

Submit invoices to: ☐ Responsible Party ☐ Property Owner

Responsible Party:

Printed Name	Signature	Date
Sendiks Hartland LLC.	Ted Balint	7/23/19

Street Address	City	State	Zip
7225 N. Marcia Rd.	Milwaukee	WI	53223

Phone 414.716.5500 E-Mail NKK@sendiks.com

Property Owner Name:

Printed Name	Signature	Date
TMPN Hartland & Hartland Plaza LLC.	Ted Balint	7/23/19

Street Address	City	State	Zip
11518 N. Port Washington Rd.	Mequon	WI	53092

Phone 262.240.1500 E-Mail GJD@DEVOFFICES.COM

INTERNAL USE ONLY

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

Village of Hartland

APPLICATION FOR
PLAN COMMISSION

☐ ***$300 REVIEW FEE DUE AT TIME OF APPLICATION***

Project Description	SENDIKS FOOD MARKET ADDITION		
Proposed Use	MERCHANTILE	No. of Employees	
Project Location	600 HARTBROOK DRIVE		
Project Name	SENDIKS FOOD MARKET ADDITION		
Owner	TMPN HARTLAND & HARTLAND PLAZA LLC.	Phone 262.240.1500	
Address	11518 N. PORT WASHINGTON RD	City MEQUON	State WI Zip 53092
Engineer/Architect	MADISEN MAHER ARCHITECT	Phone 414.277.8000	FAX
Address	700 N. VIRGINIA ST. SUITE 604	City MILWAUKEE	State WI Zip 53202
Contact Person RYAN THOMAS	Phone X303	FAX	E-mail RYAN@MADISEMAHER.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) <u>working</u> 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:

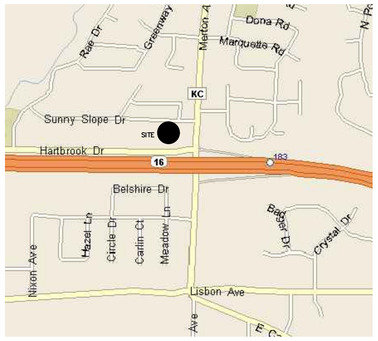
- Complete dimensions (lot, building, setbacks, parking, drives, etc.)
- Scale and north arrow
- All structures (include building elevations and height)
- Drainage and grades (include design calculations for drainage)
- Storm Water Management Plan
- Utilities and easements (sewer, water, storm etc.)
- 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:

ALTA/NSPS LAND TITLE SURVEY



VICINITY MAP
NOT TO SCALE

Known as 580 Hartbrook Drive, 600 Hartbrook Drive, and 700 Hartbrook Drive, in the Village of Hartland, Waukesha County, Wisconsin.

Parcel I

Lot 1 of Certified Survey Map No. 9808 recorded in the office of the Register of Deeds for Waukesha County , Wisconsin, on July 8, 2004 in Volume 91 of Certified Survey Maps, at Pages 34-37 as Document No. 3182970, being a redivision of Parcel 1 and 2 of Certified Survey Map No. 4282, being a part of the Northeast ¼ of the Southwest ¼ of Section 35, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin.

Parcel II

Lot 1 of Certified Survey Map No. 9905 recorded in the office of the Register of Deeds for Waukesha County ,Wisconsin, on November 3, 2004 in Volume 92 of Certified Survey Maps, at Pages 142-144 as Document No. 3219518, being a division of Lot 2 of Certified Survey Map No. 9808, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 35, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin.

Parcel III

That part of the Southwest ¼ of Section 35, Town 8 North, Range 18 East, bounded and described as follows: Commencing at the Northeast corner of the Southwest ¼, thence South 00° 51 ' 25" West 729.09 feet, thence North 89° 08' 35" West 50 feet to the point of beginning, thence South 45° 40' 48" West 129.48 feet, thence South 83° 58' 36" West 105 feet, thence South 06° 40' 48" East 5 feet, thence North 83° 58' 36" East 106.74 feet, thence North 45° 40' 48" East 126.19 feet, thence North 00° 51' 25" East 7.09 feet to the point of beginning. Said land being in the Village of Hartland,
Waukesha County, Wisconsin.

Parcel IV

Non-exclusive easement for the benefit of Parcel II dated April 28, 2005, recorded May 6, 2005 as Document No. 3273705.

Total Area of all Parcels:
398,102 square feet or 9.1392 acres

Prepared for: Hartland Plaza, LLC

Survey No. 165907-RMK

A. Basis of Bearings
Bearings are based on the East line of the Southwest 1/4 of Section 35-8-18, which is assumed to bear South 00°51'25" West.

B. Title Commitment
This survey was prepared based on Knight Barry Title, Inc. an agent for Chicago Title Insurance Company title commitment number 956935, effective date of April 9, 2018, Last Revised 4/25/18, which lists the following easements and/or restrictions from schedule B-II:

001, 005-008, 200. Visible evidence shown, if any.

002-004, 100-101, 400-409, 500-501. Not survey related.

201. Easement to Wisconsin Electric Power Company and Wisconsin Telephone Company and other matters contained in the instrument recorded September 1, 1972 as Document No. 827819. Affects site by location - shown.

202. Access limitations and restrictions and other matters contained in the instrument recorded June 28, 1973 as Document No. 855187. Access restriction does not affect site by location - subject property does not abut State Trunk highway "16", shown.

203. Mutual Easement Agreement and other matters contained in the instrument recorded May 23, 1975 as Document No. 911617. Affects site by location - general in nature, cannot be plotted.

204. Reciprocal Easement Agreement and other matters contained in the instrument recorded March 7, 1983 as Document No. 1206049. Affects site by location - general in nature, easement covers entirety of property.

205. Access restrictions, sign/billboard restrictions, reservation of easements, covenants, conditions and other matters contained in the Quit Claim Deed recorded May 16, 1988 as Document No. 1479361. (Affects Parcel III). And also set forth in the Quit Claim Deed recorded March 19, 2001 as Document No. 2633838. Affects site by location - shown.

206. Easement to Wisconsin Electric Power Company and other matters contained in the instrument recorded July 7, 1989 as Document No. 1543890. Affects site by location - shown.

207. Storm Sewer Easement to the Village of Hartland and other matters contained in the instrument recorded July 27, 1989 as Document No. 1547164. Affects site by location - shown.

208. Declaration of Easements, Covenants, Conditions and Restrictions and other matters contained in the instrument recorded July 8, 2004 as Document No. 3182969. First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions and other matters contained in the instrument recorded May 9, 2005 as Document No. 3274355. Affects site by location - general in nature, cannot be plotted. Drainage Easement in 3.03 covers entirety of Parcel II.

209. Easements, restrictions and other matters shown on Certified Survey Map 9808 recorded July 8, 2004 as Document No. 3182970. Affects site by location - shown.

210. Easements, restrictions and other matters shown on Certified Survey Map 9905 recorded November 3, 2004 as Document No. 3219518. Affects site by location - shown.

211. Reciprocal Easement Agreement, use restrictions and other matters contained in the instrument recorded May 6, 2005 as Document No. 3273705. Affects site by location - shown.

212. Stormwater Retention/Detention Easement Agreement and other matters contained in the instrument recorded May 6, 2005 as Document No. 3273706. Affects site by location - shown.

213. Storm Water Management Practice Agreement and other matters contained in the instrument recorded March 21, 2014 as Document No. 4071002. Affects site by location - area covered not defined, cannot be plotted.

C. Flood Note
According to flood insurance rate map of the Village of Hartland, community panel number 55133C0177F, effective date of November 11, 2008, this site falls in zone X (areas determined to be outside the 0.2% annual chance floodplain)

D. Parking Spaces
There are 49 regular and 2 handicapped parking spaces marked on Parcel I and 290 regular and 10 handicapped parking spaces marked on Parcel II. There are also 14 regular parking spaces in HOL parking easement Doc. No. 3273705

E. Municipal Zoning - (Zoning Compliance Report acquired from American Zoning Services, Preliminary Report Date: April 26, 2018, Revision Date: May 10, 2018)
Zoning Designation: B-2, Community Business District
Setback requirements:
Front - 30 feet
Side - 10 feet
Rear - 25 feet
Maximum Building Height: 45 feet
Lot Area requirements:
Minimum Lot Size - 20,000 square feet
Minimum Lot Width - 100 feet
Maximum Floor Area: 30%
Number of Required Parking Spaces: 365 total parking spaces

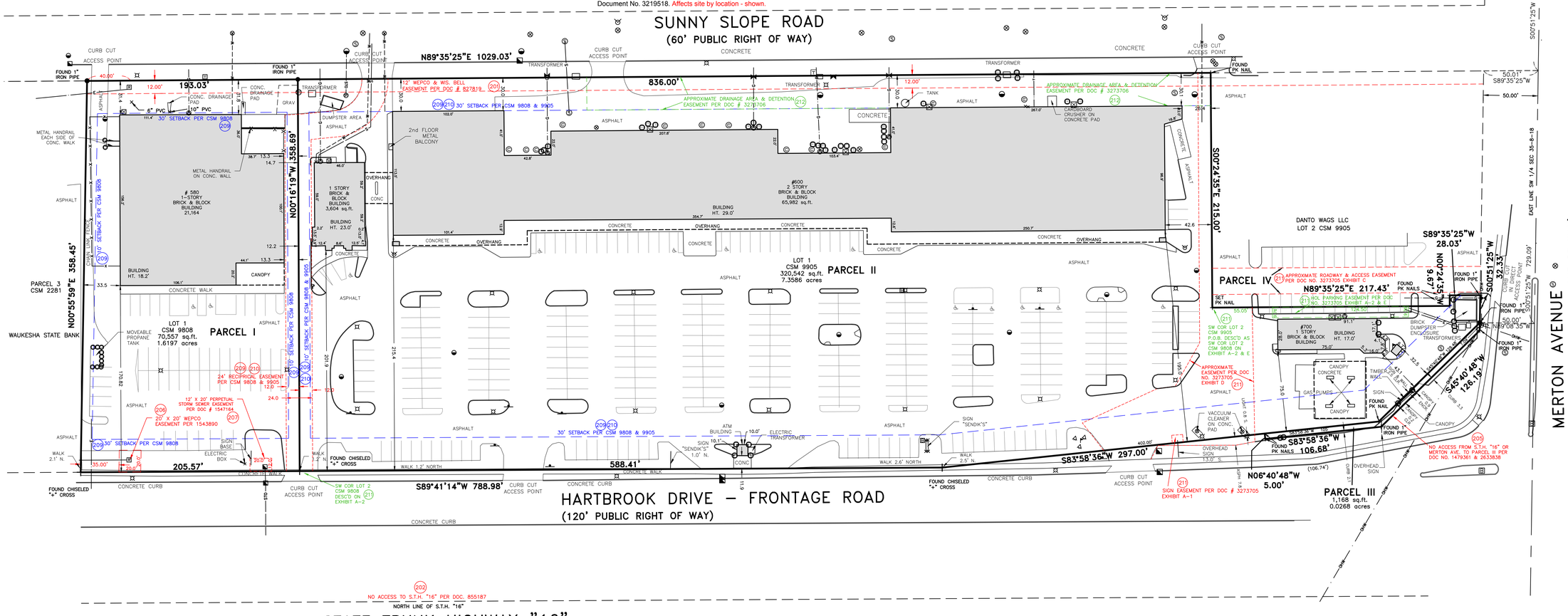
F. Notes
There are no party walls on this site.

There is no evidence of recent earth moving work, building construction or building additions observed in the process of conducting the fieldwork.

There is no proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction observed in the process of conducting the fieldwork.

There is no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

There is no evidence of wetland flags on the site observed in the process of conducting the fieldwork.



LEGEND

( ) INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT
OR SECTION OR 1/4 SECTION CORNER AS DESCRIBED
1" DIA. IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
1" DIA. IRON PIPE, 18" LONG–SET (UNLESS OTHERWISE NOTED)
BOLLARD
SOIL BORING/MONITORING WELL
FLAGPOLE
MAILBOX
SIGN
BILLBOARD
AIR CONDITIONER
CONTROL BOX
TRAFFIC SIGNAL
RAILROAD CROSSING SIGNAL
CABLE PEDESTAL
POWER POLE
GUY POLE
GUY WIRE
LIGHT POLE
SPOT/YARD/PEDESTAL LIGHT
HANDICAPPED PARKING
ELECTRIC MANHOLE
ELECTRIC PEDESTAL
ELECTRIC METER
ELECTRIC TRANSFORMER
TELEPHONE MANHOLE
TELEPHONE PEDESTAL
FO MARKED FIBER OPTIC
GAS VALVE
GAS METER
GAS WARNING SIGN
STORM MANHOLE
ROUND INLET
SQUARE INLET
STORM SEWER END SECTION
SANITARY MANHOLE
SANITARY CLEANOUT OR SEPTIC VENT
SANITARY INTERCEPTOR MANHOLE
MISCELLANEOUS MANHOLE
WATER VALVE
HYDRANT
WATER SERVICE CURB STOP
WATER MANHOLE
WELL
WATER SURFACE
WETLANDS FLAG
MARSH
CONIFEROUS TREE
DECIDUOUS TREE
SHRUB
–EDGE OF TREES
S –SANITARY SEWER
STO–STORM SEWER
W –WATERMAIN
G –MARKED GAS MAIN
E –MARKED ELECTRIC
OHW–OVERHEAD WIRES
B –BUREAU ELEC. SERV.
T –MARKED TELEPHONE
TV–MARKED CABLE TV LINE
FO–MARKED FIBER OPTIC
780 INDICATES EXISTING CONTOUR ELEVATION
× 780.55 INDICATES EXISTING SPOT ELEVATION

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

DIGGERS HOTLINE #2013–45–05115

THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

(P) INDICATES PIPE SIZES PER RECORD PLANS. OTHER PIPE SIZES ARE ESTIMATED. NO PIPE SIZES SHOULD BE RELIED UPON WITHOUT FURTHER VERIFICATION.

To: TMPN Hartland LLC, a Wisconsin limited liability company, Hartland Plaza LLC, a Wisconsin limited liability company, Knight Barry Title, Inc., Nationwide Life Insurance Company, its successors and/or assigns, Knight Barry Title, Inc., an Ohio Corporation and Chicago Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 13, 14, 16, 17, 18, 19 and 20 of Table A thereof. The fieldwork was completed on April 25, 2018.

Date of Plat or Map: May 1 2018
Date of Revision: May 11, 2018

WISCONSIN STEPHAN G. SOUTHWELL S-1939 MEQUON LAND SURVEYOR

Stephan G. Southwell
Professional Land Surveyor
Registration Number 1939
steve.southwell@rasmith.com

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

S:\5165907dwg\ AS401E40.dwg \ 700 HARTBROOK DR

PLAT OF SURVEY
WITH TOPOGRAPHIC DATA

SITE ADDRESS
600 Hartbrook Drive, Village of Hartland, Waukesha County, Wisconsin.

LEGAL DESCRIPTION
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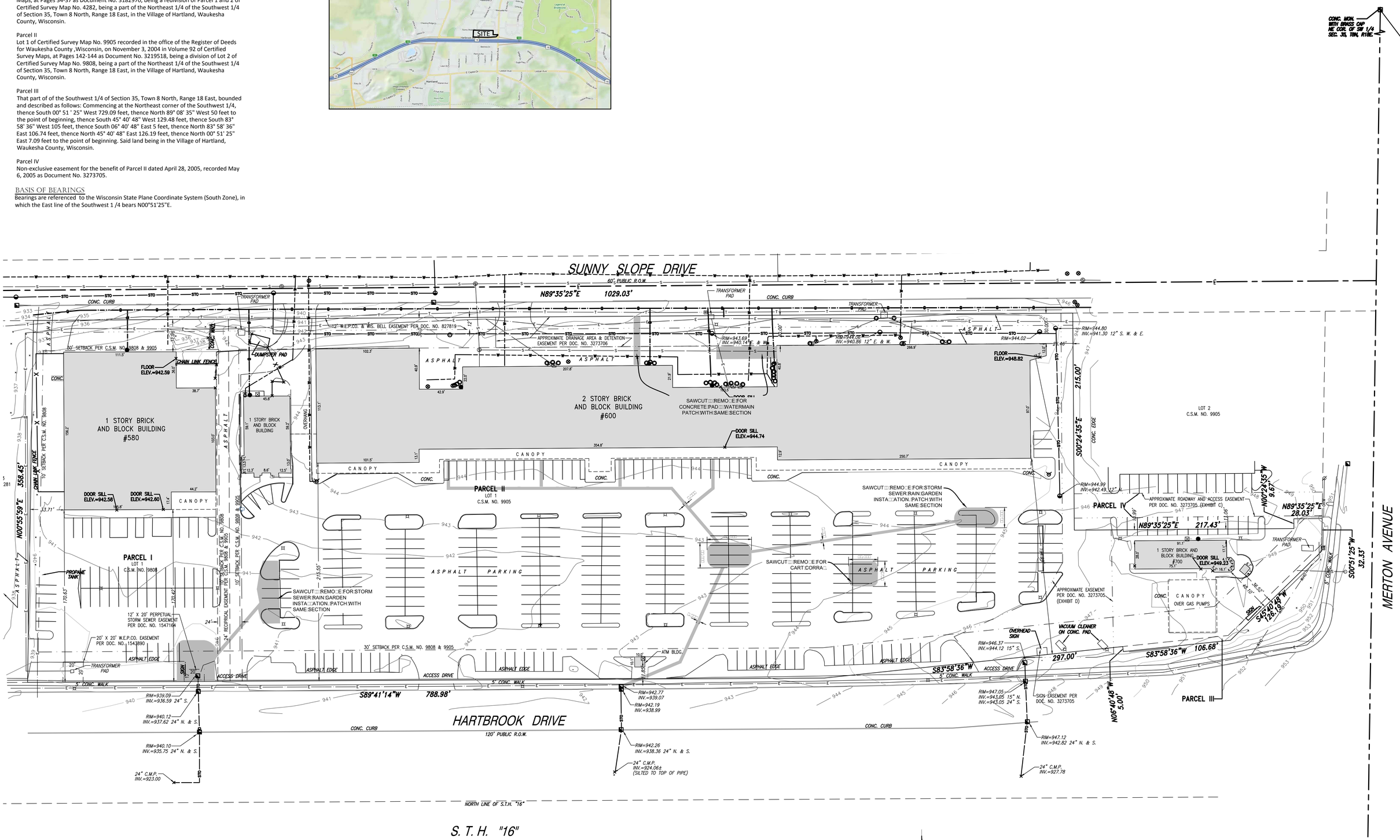
That part of of the Southwest 1/4 of Section 35, Town 8 North, Range 18 East, bounded and described as follows: Commencing at the Northeast corner of the Southwest 1/4, thence South 00° 51 ' 25" West 729.09 feet, thence North 89° 08' 35" West 50 feet to the point of beginning, thence South 45° 40' 48" West 129.48 feet, thence South 83° 58' 36" West 105 feet, thence South 06° 40' 48" East 5 feet, thence North 83° 58' 36" East 106.74 feet, thence North 45° 40' 48" East 126.19 feet, thence North 00° 51' 25" East 7.09 feet to the point of beginning. Said land being in the Village of Hartland, Waukesha County, Wisconsin.

Parcel IV
Non-exclusive easement for the benefit of Parcel II dated April 28, 2005, recorded May 6, 2005 as Document No. 3273705.

BASIS OF BEARINGS
Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the East line of the Southwest 1 /4 bears N00°51'25"E.



LEGEND

- INDICATES FOUND 1" IRON PIPE
- INDICATES SET 1" IRON PIPE
- INDICATES FOUND CHISELED CROSS
- SANITARY MANHOLE
- SANITARY CLEANOUT OR VENT
- M.I.S. MANHOLE
- UNKNOWN MANHOLE
- STORM MANHOLE
- INLET (ROUND)
- INLET (SQUARE)
- STORM SEWER END SECTION
- GAS VALVE
- GAS METER
- WATER VALVE
- HYDRANT
- WATER MANHOLE
- WATER SERVICE CURB STOP
- WELL HEAD
- STAND PIPE
- WALL INDICATOR VALVE
- POST INDICATOR VALVE
- LIGHT POLE
- SPOT/YARD LIGHT
- UTILITY POLE
- GUY POLE
- GUY WIRE
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- CABLE PEDESTAL
- CONTROL BOX
- FIBER OPTIC SIGN
- TRAFFIC LIGHT
- COMMUNICATION MANHOLE
- BOLLARD
- SOIL BORING/MONITORING WELL
- WATER SURFACE
- WETLANDS FLAG
- MARSH
- FLAGPOLE
- PARKING METER
- SIGN
- MAILBOX
- RAILROAD CROSSING SIGNAL
- HANDICAP SPACE
- CONIFEROUS TREE
- DECIDUOUS TREE
- SANITARY SEWER
- STORM SEWER
- WATERLINE
- MARKED GAS MAIN
- MARKED ELECTRIC
- OVERHEAD WIRES
- MARKED TELEPHONE
- MARKED CABLE TV LINE
- MARKED FIBER OPTIC
- FENCE

NOTE:
Easements shown hereon are from Survey prepared by R.A. Smith National dated: November 19, 2013

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

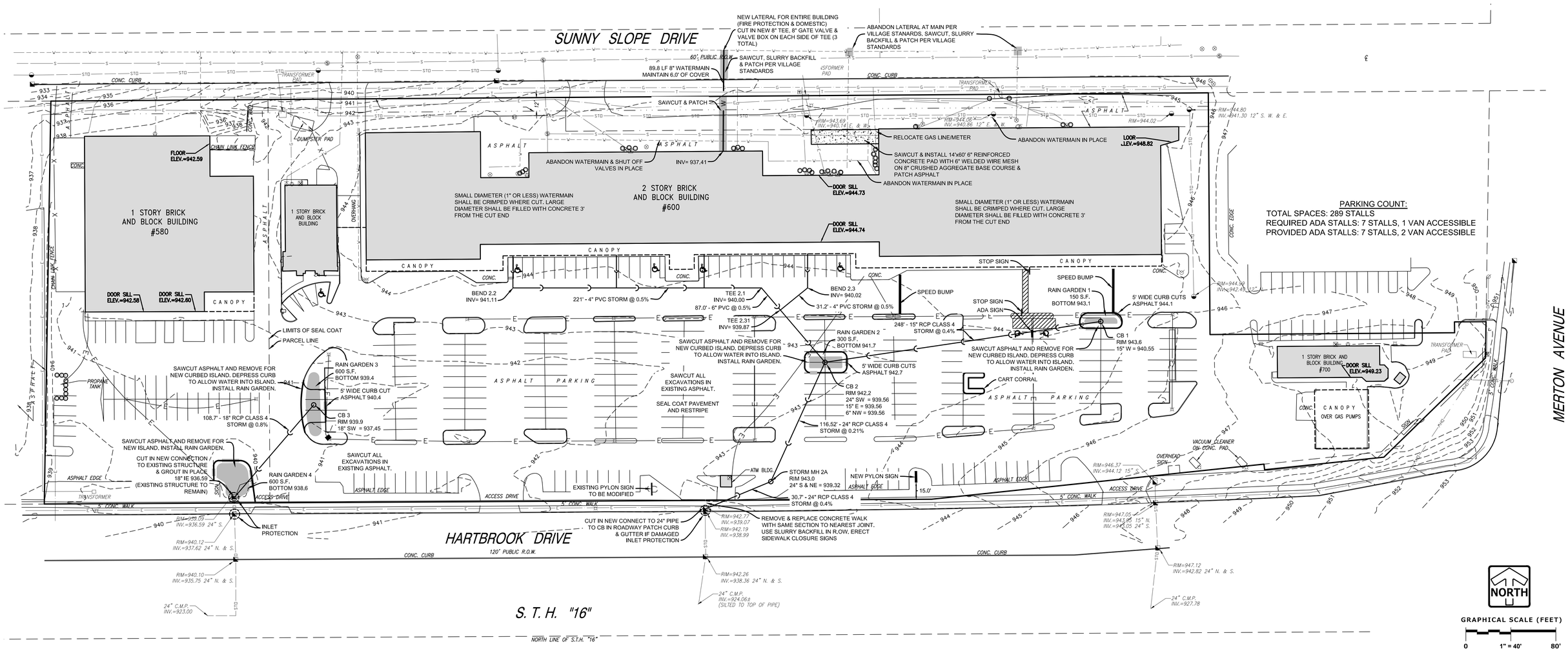
I Certify that I have surveyed the above described property (Property), and the above map is correct to the best of my professional knowledge and belief and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements and roadways and visible encroachments, if any. This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

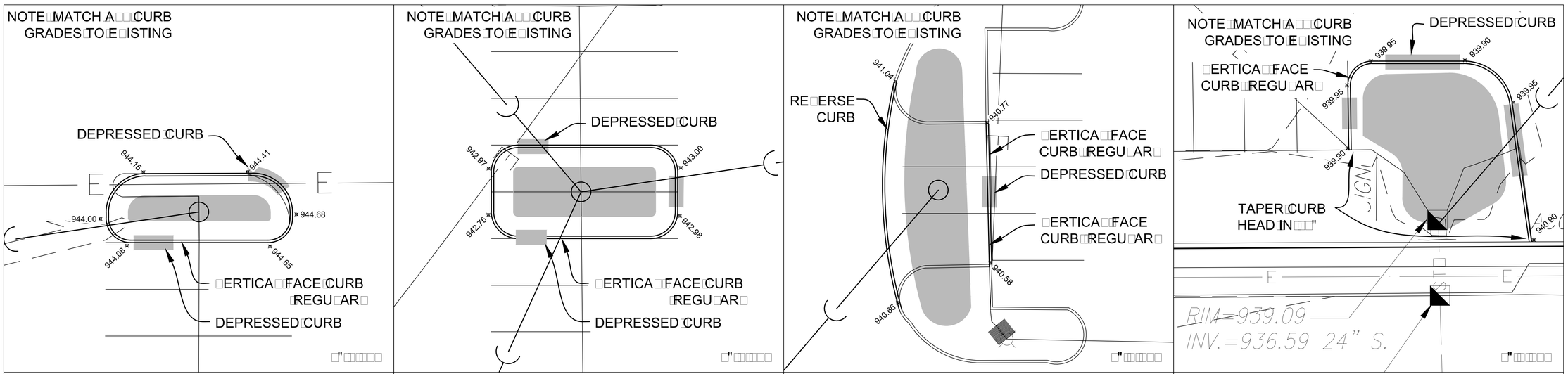
Date: December 16, 2013
Revised: December 18, 2013

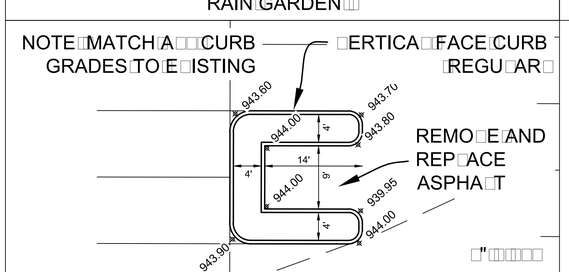
Donald C. Chaput
Registered Land Surveyor
Registration Number S-1316

Drawing No. 1646-grb

1 ALTA SURVEY/EXISTING CONDITIONS/SITE DEMO







SITE PLAN & DRAINAGE IMPROVEMENTS PLAN

GENERAL SPECIFICATIONS FOR CONSTRUCTION ACTIVITIES

1. THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION, THE STANDARD SPECIFICATIONS FOR SEWER & WATER IN WISCONSIN, AND WISCONSIN ADMINISTRATIVE CODE, SPS 360, 382-383, AND THE LOCAL ORDINANCES AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR EXECUTION OF THE WORK. THE CONTRACTOR SHALL CONDUCT HIS WORK ACCORDING TO THE REQUIREMENTS OF THE PERMITS.
3. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE MUNICIPALITY FORTY- EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
4. THE MUNICIPALITY SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF THE PUBLIC PORTIONS OF THE WORK. THE OWNER SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF ALL PRIVATE PORTIONS OF THE WORK.
5. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND THE MUNICIPALITY, THEIR AGENTS, ETC, FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
6. SITE SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY INFORMATION SHOWN ON THE PLANS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL DIGGER'S HOTLINE AT 1-800-242-8511 TO NOTIFY THE UTILITIES OF HIS INTENTIONS, AND TO REQUEST FIELD STAKING OF EXISTING UTILITIES.
8. SILT FENCE AND OTHER EROSION CONTROL FACILITIES MUST BE INSTALLED PRIOR TO CONSTRUCTION OR ANY OTHER LAND DISTURBING ACTIVITY. FOLLOW THE SEQUENCE OF CONSTRUCTION ON THE EROSION CONTROL PLAN FOR MORE DETAILS. INSPECTIONS SHALL BE MADE WEEKLY OR AFTER EVERY RAINFALL OF 0.5" OR MORE. REPAIRS SHALL BE MADE IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EROSION CONTROL FACILITIES ONCE THE THREAT OF EROSION HAS PASSED WITH THE APPROVAL OF THE GOVERNING AGENCY.
9. ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION MUST BE RESTORED BY THE CONTRACTOR.
10. TRASH AND DEBRIS SHALL BE NOT BE ALLOWED TO ACCUMULATE ON THIS SITE AND THE SITE SHALL BE CLEAN UPON COMPLETION OF WORK.
11. THE OWNER SHALL HAVE THE RIGHT TO HAVE ALL MATERIALS USED IN CONSTRUCTION TESTED FOR COMPLIANCE WITH THESE SPECIFICATIONS.

SPECIFICATIONS FOR GRADING & EROSION CONTROL

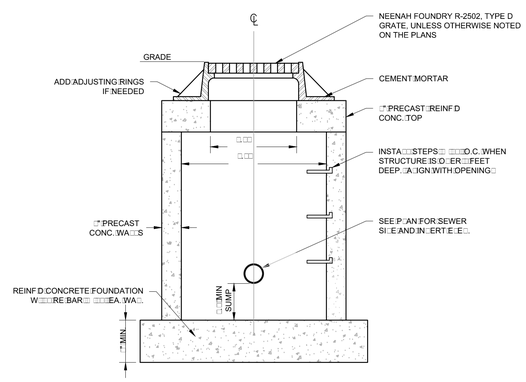
1. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT. CONTRACTOR SHALL NOTIFY OWNER OF THE NEED TO IMPORT OR HAUL OFF SOIL.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. A GEOTECHNICAL REPORT MAY BE AVAILABLE FROM THE OWNER.
3. SITE SHALL BE CLEARED TO THE LIMITS SHOWN ON THE PLANS. REMOVE VEGETATION FROM THE SITE. BURNING IS NOT PERMITTED. PROTECT TREES AND OTHER FEATURES FROM DAMAGE WITH FENCING. STOCKPILES SHALL NOT BE LOCATED CLOSER THAN 25' TO A DRAINAGE STRUCTURE OR FEATURE AND SHALL BE SURROUNDED WITH SILT FENCE.
4. THE GEOTECHNICAL ENGINEER IS RESPONSIBLE FOR VERIFYING COMPACTION AND FILL PLACEMENT IN THE FIELD. THE GEOTECHNICAL ENGINEER MAY SUPERCEDE THESE SPECIFICATIONS IF THERE IS GOOD CAUSE TO DO SO. AN EXPLANATION MUST BE SUBMITTED TO THE ENGINEER IN WITTING BEFORE ANY DEVIATIONS ARE MADE.
5. IF NO GEOTECHNICAL RECOMMENDATION IS AVAILABLE, THEN THE FOLLOWING SPECIFICATIONS SHALL APPLY. ALL FILL SHALL BE CONSIDERED STRUCTURAL FILL AND SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING. THE COMPACTED FILL SUBGRADE SHALL CONSIST OF AND SHALL BE UNDERLAIN BY SUITABLE BEARING MATERIALS, FREE OF ALL ORGANIC, FROZEN OR OTHER DELETERIOUS MATERIAL AND INSPECTED AND APPROVED BY THE RESIDENT GEOTECHNICAL ENGINEER. PREPARATION OF THE SUBGRADE, AFTER STRIPPING, SHALL CONSIST OF PROOF-ROLLING TO DETECT UNSTABLE AREAS THAT MIGHT BE UNDERCUT, AND COMPACTING THE SCARIFIED SURFACE TO THE SAME MINIMUM DENSITY INDICATED BELOW. THE COMPACTED FILL MATERIALS SHALL BE FREE OF ANY DELETERIOUS, ORGANIC OR FROZEN MATTER AND SHALL HAVE A MAXIMUM LIQUID LIMIT (ASTM-D-423) AND PLASTICITY INDEX (ASTM D-424) IF 30 AND 10 RESPECTFULLY. UNLESS SPECIFICALLY TESTED AND FOUND TO HAVE LOW EXPANSIVE PROPERTIES AND APPROVED BY AN EXPERIENCED SOILS ENGINEER. THE TOP TWELVE (12") INCHES OF COMPACTED FILL SHOULD HAVE A MAXIMUM THREE (3") INCH PARTICLE DIAMETER AND ALL UNDERLYING COMPACTED FILL A MAXIMUM SIX (6") INCH PARTICLE DIAMETER UNLESS SPECIFICALLY APPROVED BY AN EXPERIENCED SOILS ENGINEER. ALL FILL MATERIAL MUST BE TESTED AND APPROVED UNDER THE DIRECTION AND SUPERVISION OF AN EXPERIENCED SOILS ENGINEER PRIOR TO PLACEMENT, IF THE FILL IS TO PROVIDE NON-FROST SUSCEPTIBLE CHARACTERISTICS. IT MUST BE CLASSIFIED AS A CLEAN GW, GP, SW, OR SP PER UNITED SOIL CLASSIFICATION SYSTEM (ASTM D-2487). FOR STRUCTURAL FILL THE DENSITY OF THE STRUCTURAL COMPACTED FILL AND SCARIFIED SUBGRADE AND GRADES SHALL NOT BE LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR (ASTM D-698) WITH THE EXCEPTION TO THE TOP 12 INCHES OF PAVEMENT SUBGRADE WHICH SHALL A MINIMUM IN-SITU DENSITY OF 100 PERCENT OF THE MAXIMUM DRY DENSITY, OR 5 PERCENT HIGHER THAN UNDERLYING FILL MATERIALS. THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN -1 TO +3 PERCENT AND GRANULAR SOIL ±3 PERCENT OF OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED. UNLESS SPECIFICALLY APPROVED BY THE SOILS ENGINEER TAKING INTO CONSIDERATION THE TYPE OF MATERIALS AND COMPACTION EQUIPMENT BEING USED. THE COMPACTION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTION. BULLDOZERS OR SIMILAR TRACKED VEHICLES ARE TYPICALLY NOT SUITABLE FOR COMPACTION. MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON THE FILL AND PERMITTED TO DRY. DISCING, HARROWING OR PULVERIZING MAY BE NECESSARY TO REDUCE THE MOISTURE CONTENT TO A SATISFACTORY VALUE, AFTER WHICH IT SHALL BE COMPACTED. THE FINISHED SUBGRADE AREAS OF THE SITE SHALL BE COMPACTED TO 100 PERCENT OF THE STANDARD PROCTOR (ASTM D-398) MAXIMUM DENSITY.
6. NO FILL SHALL BE PLACED ON A WET OR SOFT SUBGRADE. THE SUBGRADE SHALL BE PROOF-ROLLED AND INSPECTED BY THE GEOTECHNICAL ENGINEER BEFORE ANY MATERIAL IS PLACED.
7. SUBGRADE TOLERANCES ARE +/-1" FOR LANDSCAPE AREAS AND +/- ½" FOR ALL PAVEMENT AND BUILDING AREAS.
8. TOPSOIL SHALL BE FREE OF DELETERIOUS MATERIALS, ROOTS, OLD VEGETATION, ROCKS OVER 2" DIAMETER AND SHALL NOT BE EXCESSIVELY CLAYEY IN NATURE. NO CLUMPS LARGER THAN 4" ARE ACCEPTABLE. TOPSOIL MAY BE AMENDED AS NEEDED WITH SAND OR COMPOST TO BE LOOSE WHEN SPREAD.
9. THE CONTRACTOR SHALL MAINTAIN SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE THE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVIATE WATER PONDING. ANY DEWATERING SHALL NOT GO DIRECTLY TO STREAMS, CREEKS, WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS WITHOUT BEING TREATED FIRST. A DIRT BAG OR OTHER DEWATERING TREATMENT DEVICE MAY BE USED TO CAPTURE SEDIMENT FROM THE PUMPED WATER.
10. CONTRACTOR IS ADVISED THAT ALL MUD AND DEBRIS MUST NOT BE DEPOSITED ONTO THE ADJACENT ROADWAYS PER THE REQUIREMENT OF THE MUNICIPALITY OR OTHER APPROPRIATE GOVERNMENT AGENCIES. IN THE EVENT THIS OCCURS, THE ROADWAYS SHALL BE POWER SWEPT IMMEDIATELY AND ALL SEDIMENT REMOVED FROM DOWNSTREAM FACILITIES.

SPECIFICATIONS FOR PRIVATE UTILITIES

1. BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES. IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.
2. ALL CONNECTIONS TO EXISTING PIPES AND MANHOLES SHALL BE CORED CONNECTIONS. CONNECTIONS TO WATERMAIN SHALL BE WET TAPED WITH A STAINLESS STEEP TAPPING SLEEVE.
3. PROPOSED WATER SERVICE AND INTERNALLY CONNECTED STORM SEWER SHOWN ON THIS PLAN SHALL TERMINATE AT A POINT FIVE (5) FEET FROM THE EXTERIOR BUILDING WALL. THE EXACT LOCATION OF ALL DOWN SPOUTS CONNECTIONS SHALL BE PER THE ARCHITECTURAL PLANS.
4. CONTRACTOR SHALL NOT SHUT OFF WATER OR PLUG SANITARY SEWER IN MUNICIPAL LINES WITHOUT PRIOR APPROVAL.
5. MATERIALS FOR STORM SEWER SHALL BE AS FOLLOWS: STORM SEWER PIPE 48" OR LESS SHALL BE RCP STORM CLASS IV OR ABOVE. FOR PIPE 10" OR LESS IN DIAMETER, PVC, ASTM D-3034, SDR-26, MAY ALSO BE USED. WHERE SPECIFICALLY REQUIRED, REINFORCED CONCRETE PIPE (RCP), ASTM C-76, CLASS III OR HIGHER, MAY BE USED. TRENCH SECTION SHALL BE CLASS "B" FOR PVC AND HDPE AND CLASS "C" FOR CONCRETE. MANHOLES, INLETS AND CATCH BASINS SHALL BE PRE CAST REINFORCED CONCRETE, ASTM C-478. CASTINGS SHALL BE HEAVY DUTY CAST IRON. AREA DRAINS SHALL BE ADS NYLOPLAST OR EQUIVALENT AND SHALL BE A MINIMUM OF 24" IN DIAMETER. CONNECTIONS TO EXISTING PIPES SHALL BE MADE WITH INSERTA WYE OR EQUIVALENT.
6. MATERIALS FOR SANITARY SEWER SHALL BE AS FOLLOWS: SANITARY SEWER SHALL BE PVC, ASTM D-3034, SDR-35 WITH RUBBER GASKETED JOINTS, CONFORMING TO ASTM D-3212. TRENCH SECTIONS SHALL BE CLASS "B" BEDDING. CRUSHED STONE CHIPS SHALL BE USED FOR BEDDING MATERIAL. CONNECTIONS SHALL BE MAD WITH A INSERTA WYE OR EQUIVALENT. A MINIMUM OF 6' OF COVER IS REQUIRED FOR ALL SANITARY SEWER.
7. MATERIALS FOR WATER SERVICES AND PRIVATE HYDRANTS SHALL BE AS FOLLOWS: WATER SERVICES SHALL BE PVC, HDPE, OR DI AS ALLOWED BY MUNICIPAL CODE. PVC SHALL BE AWWA C-900. DI SHALL BE AWWA C151, CLASS 52 (OR AS REQUIRED BY LOCAL CODE). TRENCH SECTIONS SHALL BE CLASS "B" BEDDING. CRUSHED STONE CHIPS SHALL BE USED FOR BEDDING MATERIAL. CONNECTION SHALL BE MADE WITH A WET TAP. CORPORATE STOP AND VALVE BOX PER MUNICIPAL STANDARDS. A MINIMUM OF 6' COVER IS REQUIRED FOR ALL WATERMAIN. VALVES SHALL BE NONRISING STEM, RESILIENT SEATED GATE VALVES COMPLYING WITH AWWA C509 WITH A THREE PIECE CAST IRON VALVE BOX. INSTALL THRUST BLOCKS AT ALL BENDS AND TEES. DISINFECT ALL NEW LINES AND OBTAIN SAFE WATER SAMPLE PRIOR TO USE.
8. EXTREME CAUTION MUST BE FOLLOWED REGARDING THE COMPACTION OF ALL UTILITY TRENCHES. MECHANICALLY COMPACTED GRANULAR BACKFILL IS REQUIRED UNDER & WITHIN 5 FEET OF ALL PAVEMENT INCLUDING SIDEWALKS. FLOODING OF BACKFILL MATERIAL IS NOT ALLOWED.
9. TRACER WIRE (NO. 8 SINGLE STRAND COPPER) AND WARNING TAPE SHALL BE INSTALLED ON ALL UTILITIES IN ACCORDANCE WITH THE LOCAL AND STATE CODES. TRACER WIRE SHALL TERMINATE IN A VALVECO TERMINAL BOX AT EACH END.
10. MANDREL TESTING ON SANITARY LINES AND PRESSURE TESTING ON WATERMAIN MAY BE REQUIRED BY THE OWNER OR MUNICIPALITY.
11. UPON COMPLETION OF FINAL PAVING OPERATIONS, THE UTILITY CONTRACTOR SHALL ADJUST ALL MANHOLE AND INLET RIMS AND VALVE BOXES TO FINISHED GRADE.

SPECIFICATIONS FOR PAVING

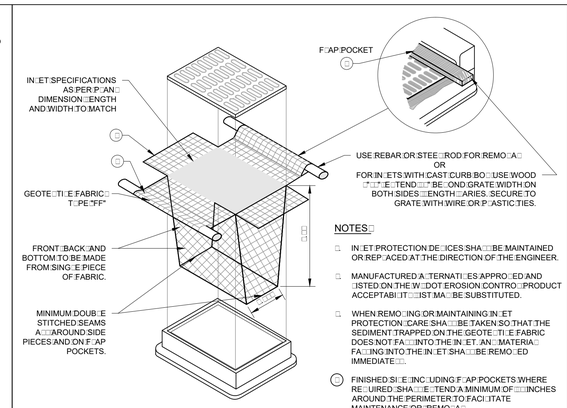
1. AGGREGATES USED IN THE CRUSHED STONE BASE SHALL CONFORM TO THE GRADATION REQUIREMENTS SECTIONS 301.2 AND 305.2.2 OF THE STANDARD SPECIFICATIONS. THICKNESS SHALL BE PER THE DETAIL ON THE PLANS. BASE SHALL BE ¾" INCH DIAMETER UNLESS NOTED OTHERWISE. RECYCLED MATERIALS MAY BE ALLOWED WITH APPROVAL FROM THE OWNER.
2. SUBGRADE SHALL BE PROOFROLLED AND APPROVED BY A GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF STONE BASE. EXCAVATE UNSUITABLE AREAS AND REPLACE WITH BREAKER RUN STONE AND RECOMPACT. REFER TO THE GEOTECHNICAL REPORT FOR ADDITIONAL SPECIFICATIONS.
3. EXISTING PAVEMENT SHALL BE SAWCUT IN NEAT STRAIGHT LINES TO FULL DEPTH AT ANY POINT WHERE EXISTING PAVEMENT IS REMOVED. CURB AND WALK SHALL BE REMOVED TO THE NEAREST JOINT. REMOVED PAVEMENT SHALL BE REPLACED WITH THE SAME SECTION AS EXISTING. MUNICIPAL STANDARDS MAY REQUIRE ADDITIONAL WORK.
4. ASPHALT FOR PARKING AREAS AND THE PRIVATE ROAD SHALL BE PER THE DETAILS MATERIALS AND PLACEMENT SHALL CONFORM TO THE DOT STANDARD SPECIFICATIONS, SECTION 450 AND 460 TYPE E-0.3 IS REQUIRED UNLESS NOTED OTHERWISE. A COMMERCIAL GRADE MIX MAY BE SUBSTITUTED ONLY WITH APPROVAL FROM THE OWNER.
5. CONCRETE FOR CURB, DRIVEWAY, WALKS AND NON-FLOOR SLABS SHALL CONFORM TO SECTION 415 OF THE STANDARD SPECIFICATIONS , GRADE A, ASTM C-94, 6 BAG MIX, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI. JOINTING SHALL BE PER SECTION 415.3.7 OF THE STANDARD SPECIFICATIONS WITH CONSTRUCTION JOINTS HAVING A MAXIMUM SPACING OF 10', EXPANSION JOINTS SHALL BE PROVIDED EVERY 50'. CONCRETE SHALL BE FINISHED PER SECTION 415.3.8 WITH A MEDIUM BROOM TEXTURE. A CURING MEMBRANE IN CONFORMANCE WITH SECTION 415.3.12 IS REQUIRED.



NOTES:

1. EAS□STICK RUBBER GASKET OR APPRO□ED E□UI□A□ENT SHA□□BE P□ACED AT A □□JOINTS BETWEEN ADJUSTING RINGS FOR STORM CATCH BASINS.
2. THE F□AT TOP MA□BE USED IN □IEU OF THE TAPERED TOP WHEN FIE□D CONDITIONS PROHIBIT USE OF A TAPERED TOP.
3. STRUCTURE TO BE □□□DIA. OR AS INDICATED ON THE P□ANS.

STORM SEWER MANHO E



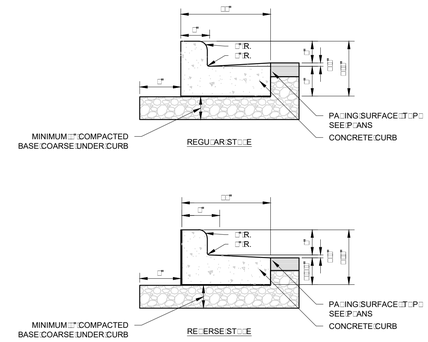
NOTES:

1. IN□ET PROTECTION DE□ICES SHA□□BE MAINTAINED OR REP□ACED AT THE DIRECTION OF THE ENGINEER.
2. MANUFACTURED A□TERNATI□ES APPRO□ED AND □ISTED ON THE W□DOT EROSION CONTRO□ PRODUCT ACCEPTABI□IT □□IST MA□BE SUBSTITUTED.
3. WHEN REMO□ING OR MAINTAINING IN□ET PROTECTION CARE SHA□□BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTE□TI□E FABRIC DOES NOT FA□□INTO THE IN□ET. AN□MATERIA□ FA□ING INTO THE IN□ET SHA□□BE REMO□ED IMMEDIATE□□.
4. (1) FINISHED SI□E INC□UDING F□AP POCKETS WHERE RE□UIRED SHA□□E□TEND A MINIMUM OF □□□INCHES AROUND THE PERIMETER TO FACI□ITATE MAINTENANCE OR REMO□A□.
5. (2) F□AP POCKETS SHA□□BE □ARGE ENOUGH TO ACCEPT WOOD □□INCH □□□INCH.

INSTA□□ATION NOTES:

1. DO NOT INSTA□□IN□ET PROTECTION T□PE "D" IN IN□ETS SHA□□OWER THAN □□□INCHES MEASURED FROM THE BOTTOM OF THE IN□ET TO THE TOP OF THE GRATE.
2. TRIM E□CESS FABRIC IN THE F□OW □INE TO WITHIN □□INCHES OF THE GRATE.
3. THE INSTA□□ED BAG SHA□□HA□E A MINIMUM SIDE C□EARANCE □BETWEEN THE IN□ET WA□□S AND THE BAG □MEASURED AT THE BOTTOM OF THE O□ERF□OW HO□ES OF □□INCHES. WHERE NECESSAR□THE CONTRACTOR SHA□□□OINCH THE BAG □USING P□ASTIC □IP TIES □TO ACHIE□E THE □□INCHES C□EARANCE. THE TIES SHA□□BE P□ACED AT A MA□IMUM OF □□INCHES FROM THE BOTTOM OF THE BAG.

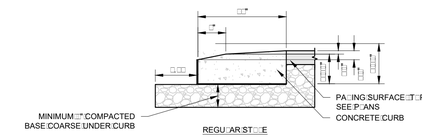
IN□ET PROTECTION



NOTES:

1. □ATERA□CONTRACTION JOINTS SHA□□BE P□ACED AT INTER□A□S OF NOT MORE THAN □□□FEET NOR □ESS THAN □□FEET. THE JOINTS SHA□□BE A MINIMUM OF □□ INCHES IN DEPTH.
2. E□PANSION JOINTS SHA□□BE P□ACED TRANS□ERSE □□AT RADIUS POINTS ON CUR□ES OF RADIUS □□□FEET OR □ESS AND AT ANG□E POINTS □OR AS DIRECTED B□ THE ENGINEER OF RECORD. THE E□PANSION JOINTS FI□□ER SHA□□BE A ONE PIECE FIBERBOARD OR THE APPRO□ED E□UI□A□ENT MATERIA□HA□ING THE SAME DIMENSIONS AS CURB □□GUTTER AT THAT STATION AND BE □□INCH THICK.
3. IN A □□CASES □CONCRETE CURB □□GUTTER SHA□□BE P□ACED ON THOROUGH □□ COMPACTED CRUSHED STONE.
4. RE□ERSE ST□□E CURB □OCATIONS ARE NOTED ON THE P□ANS.

□□" □□ERTICA □FACE CURB



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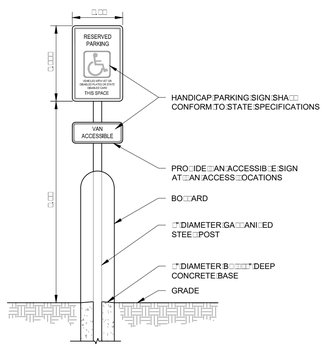
3. IN A □□CASES □CONCRETE CURB □□GUTTER SHA□□BE P□ACED ON THOROUGH □□ COMPACTED CRUSHED STONE.

□□" □DEPRESSED CURB



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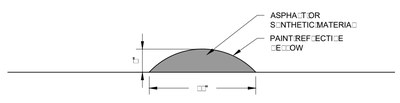
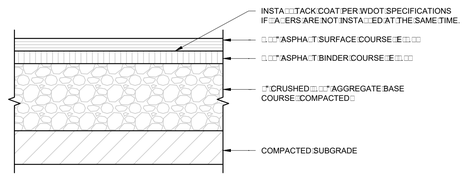
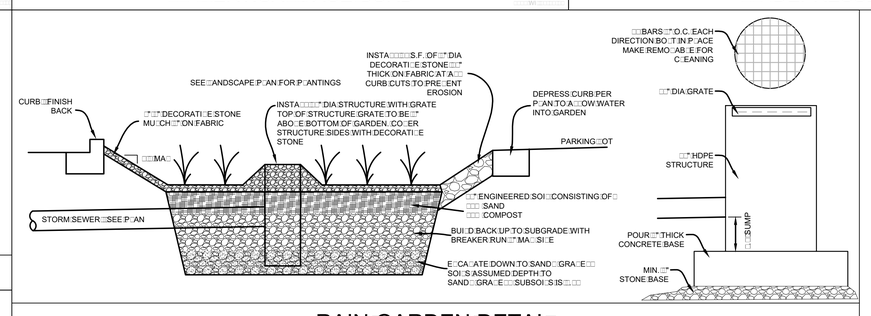


SPEED BUMP



NOTE □ADD ADDITIONA□□" OF ASPHA□T IF NEEDED TO MATCH E□ISTING PA□EMENT

REGU□AR DUT □PA□EMENT SECTION

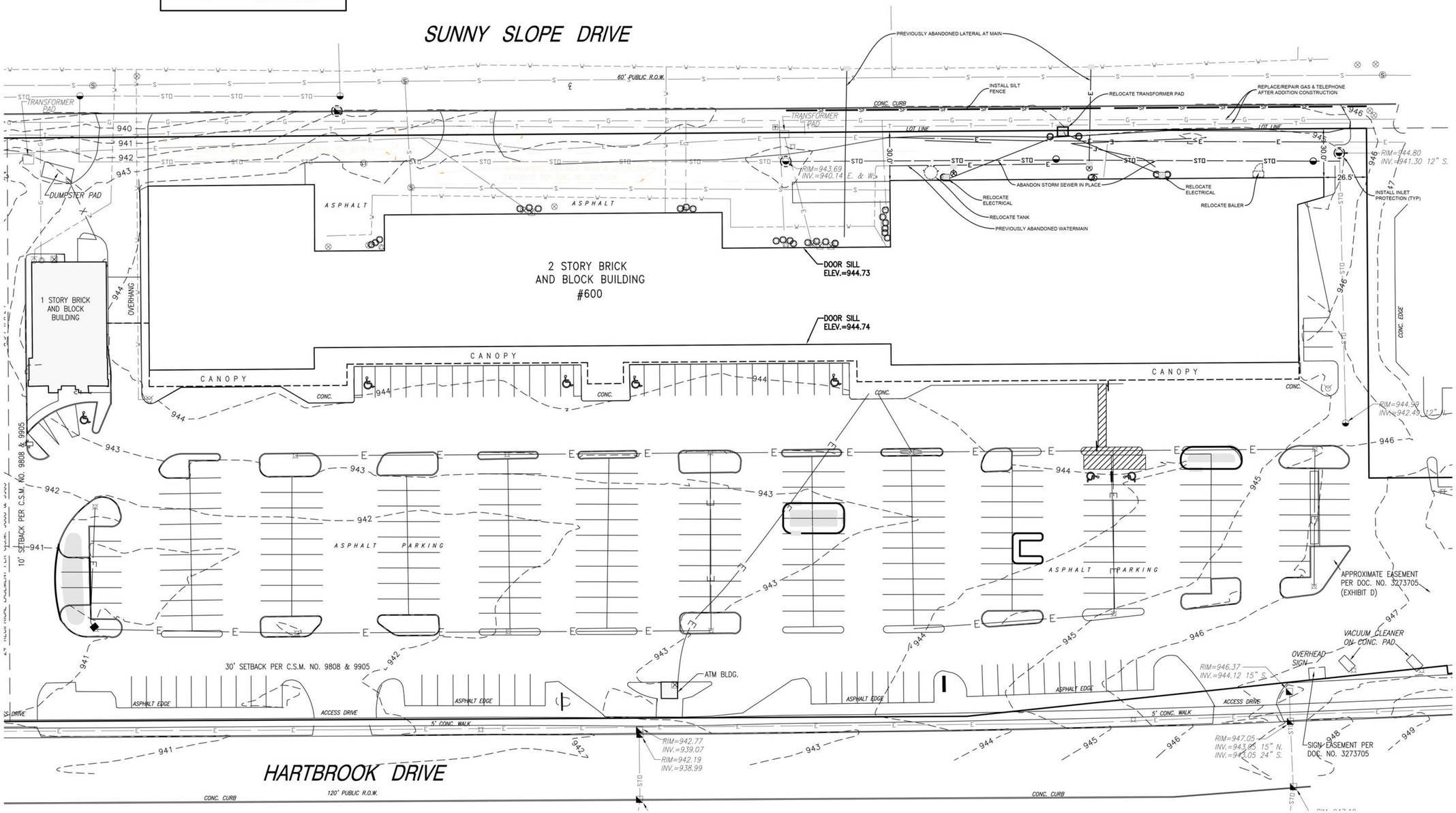


RAIN GARDEN DETAI

CONSTRUCTION DETAILS & SPECIFICATIONS

LEGEND

⊕	INLET PROTECTION
SF	PROPOSED SILT FENCE
STO	EXISTING STORM SEWER
W	EXISTING WATERMAIN
S	EXISTING SANITARY SEWER
E	EXISTING ELECTRIC
G	EXISTING GAS
T	EXISTING TELEPHONE



MADISEN MAHER ARCHITECTS

700 W. VIRGINIA STREET, SUITE 604
MILWAUKEE, WI 53204
P: 414.277.8000
MADISENMAHER.COM

PROPOSED ADDITION TO :

SENDIK'S FOOD MARKETS

600 HARTBROOK DRIVE
HARTLAND, WI 53029

CLIENT

NICHOLAS BALISTRERI
7225 WEST MARCIA ROAD
MILWAUKEE, WI 53223

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DATE	REV	ISSUE
07/01/19	#	VILLAGE SUBMITTAL

PROJECT NUMBER	19-004
START DATE	04/10/2019
DRAWN BY	BLH
CHECKED BY	AEK
SCALE	1" = 30'-0"

NOT FOR CONSTRUCTION

DEMO & EROSION CONTROL PLAN

C1.00

LEGEND

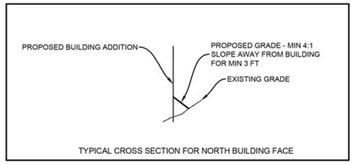
⊙	STORM SEWER MANHOLE
●	STORM SEWER CATCH BASIN (ROUND CASTING)
■	STORM SEWER CATCH BASIN (RECTANGULAR CASTING)
—→—	PROPOSED STORM SEWER
—STO—	EXISTING STORM SEWER
—W—	EXISTING WATERMAIN
—S—	EXISTING SANITARY SEWER
—E—	EXISTING ELECTRIC
—G—	EXISTING GAS
—T—	EXISTING TELEPHONE
▨	BUILDING ADDITION

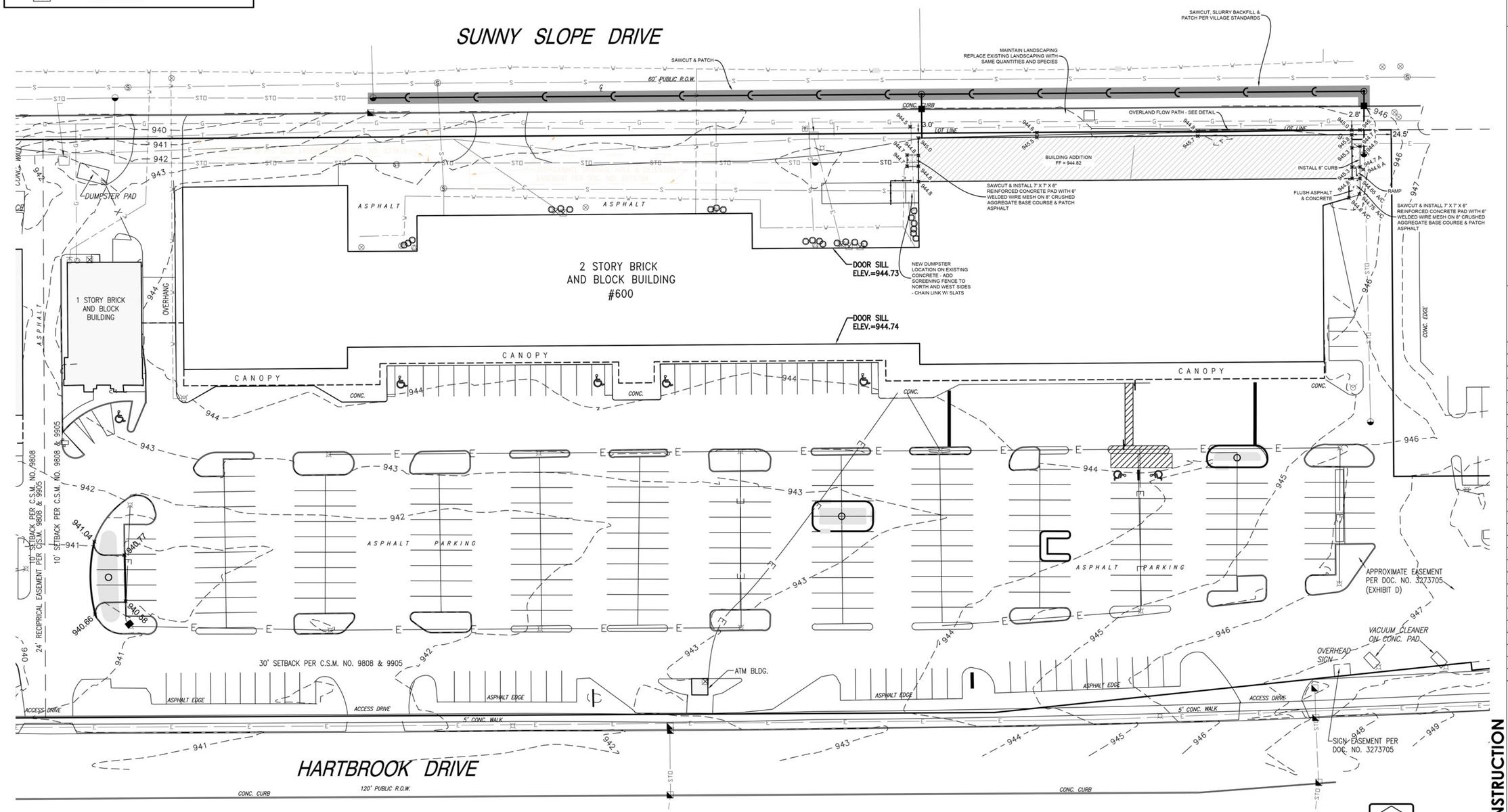
TOTAL LOT AREA = 392,269 SF

EXISTING IMPERVIOUS AREA = 356,183 SF (90.8%)
EXISTING GREENSPACE = 27,501 SF (9.2%)
EXISTING BUILDING COVERAGE = 93,422 SF (23.8%)

PROPOSED IMPERVIOUS AREA = 356,183 SF (90.8%)
PROPOSED GREENSPACE = 27,501 SF (9.2%)
PROPOSED BUILDING COVERAGE = 100,666 SF (25.7%)

CONFIRM ELEVATIONS OF SUNNY SLOPE DRIVE WITH CITY'S NEW ROAD DESIGN PRIOR TO CONSTRUCTION. CONTACT ENGINEER IF DISCREPANCY.





NOT FOR CONSTRUCTION

MADISEN MAHER ARCHITECTS

700 W. VIRGINIA STREET, SUITE 604
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P: 414.277.8000
MADISENMAHER.COM

PROPOSED ADDITION TO :

SENDIK'S FOOD MARKETS

600 HARTBROOK DRIVE
HARTLAND, WI 53029

CLIENT

NICHOLAS BALISTRERI
7225 WEST MARCIA ROAD
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DATE	REV	ISSUE
07/01/19	#	VILLAGE SUBMITTAL

PROJECT NUMBER	19-004
START DATE	04/10/2019
DRAWN BY	BLH
CHECKED BY	AEK
SCALE	1" = 30'-0"

GRADING PLAN

C1.01

GENERAL SPECIFICATIONS FOR CONSTRUCTION ACTIVITIES

1. THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION, THE STANDARD SPECIFICATIONS FOR SEWER & WATER IN WISCONSIN, AND WISCONSIN ADMINISTRATIVE CODE, SPS 360, 382-383, AND THE LOCAL ORDINANCES AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR EXECUTION OF THE WORK. THE CONTRACTOR SHALL CONDUCT HIS WORK ACCORDING TO THE REQUIREMENTS OF THE PERMITS.
3. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE MUNICIPALITY FORTY- EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
4. THE MUNICIPALITY SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF THE PUBLIC PORTIONS OF THE WORK. THE OWNER SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF ALL PRIVATE PORTIONS OF THE WORK.
5. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND THE MUNICIPALITY, THEIR AGENTS, ETC, FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
6. SITE SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY INFORMATION SHOWN ON THE PLANS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL DIGGER'S HOTLINE AT 1-800-242-8511 TO NOTIFY THE UTILITIES OF HIS INTENTIONS, AND TO REQUEST FIELD STAKING OF EXISTING UTILITIES.
8. SILT FENCE AND OTHER EROSION CONTROL FACILITIES MUST BE INSTALLED PRIOR TO CONSTRUCTION OR ANY OTHER LAND DISTURBING ACTIVITY. FOLLOW THE SEQUENCE OF CONSTRUCTION ON THE EROSION CONTROL PLAN FOR MORE DETAILS. INSPECTIONS SHALL BE MADE WEEKLY OR AFTER EVERY RAINFALL OF 0.5" OR MORE. REPAIRS SHALL BE MADE IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EROSION CONTROL FACILITIES ONCE THE THREAT OF EROSION HAS PASSED WITH THE APPROVAL OF THE GOVERNING AGENCY.
9. ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION MUST BE RESTORED BY THE CONTRACTOR.
10. TRASH AND DEBRIS SHALL BE NOT BE ALLOWED TO ACCUMULATE ON THIS SITE AND THE SITE SHALL BE CLEAN UPON COMPLETION OF WORK.
11. THE OWNER SHALL HAVE THE RIGHT TO HAVE ALL MATERIALS USED IN CONSTRUCTION TESTED FOR COMPLIANCE WITH THESE SPECIFICATIONS.

SPECIFICATIONS FOR GRADING & EROSION CONTROL

1. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT. CONTRACTOR SHALL NOTIFY OWNER OF THE NEED TO IMPORT OR HAUL OFF SOIL. ON-SITE LOCATIONS SUITABLE FOR BORROW OR FILL MAY BE PRESENT. COORDINATE WITH OWNER.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. A GEOTECHNICAL REPORT MAY BE AVAILABLE FROM THE OWNER.
3. SITE SHALL BE CLEARED TO THE LIMITS SHOWN ON THE PLANS. REMOVE VEGETATION FROM THE SITE. BURNING IS NOT PERMITTED. PROTECT TREES AND OTHER FEATURES FROM DAMAGE WITH FENCING. STOCKPILES SHALL NOT BE LOCATED CLOSER THAN 25' TO A DRAINAGE STRUCTURE OR FEATURE AND SHALL BE SURROUNDED WITH SILT FENCE.
4. THE GEOTECHNICAL ENGINEER IS RESPONSIBLE FOR VERIFYING COMPACTION AND FILL PLACEMENT IN THE FIELD. THE GEOTECHNICAL ENGINEER MAY SUPERCEDE THESE SPECIFICATIONS IF THERE IS GOOD CAUSE TO DO SO. AN EXPLANATION MUST BE SUBMITTED TO THE ENGINEER IN WITTING BEFORE ANY DEVIATIONS ARE MADE.
5. IF NO GEOTECHNICAL RECOMMENDATION IS AVAILABLE, THEN THE FOLLOWING SPECIFICATIONS SHALL APPLY. ALL FILL SHALL BE CONSIDERED STRUCTURAL FILL AND SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING: THE COMPACTED FILL SUBGRADE SHALL CONSIST OF AND SHALL BE UNDERLAIN BY SUITABLE BEARING MATERIALS, FREE OF ALL ORGANIC, FROZEN OR OTHER DELETERIOUS MATERIAL AND INSPECTED AND APPROVED BY THE RESIDENT GEOTECHNICAL ENGINEER. PREPARATION OF THE SUBGRADE, AFTER STRIPPING, SHALL CONSIST OF PROOF-ROLLING TO DETECT UNSTABLE AREAS THAT MIGHT BE UNDERCUT, AND COMPACTING THE SCARIFIED SURFACE TO THE SAME MINIMUM DENSITY INDICATED BELOW. THE COMPACTED FILL MATERIALS SHALL BE FREE OF ANY DELETERIOUS, ORGANIC OR FROZEN MATTER AND SHALL HAVE A MAXIMUM LIQUID LIMIT (ASTM-D-423) AND PLASTICITY INDEX (ASTM D-424) IF 30 AND 10 RESPECTFULLY, UNLESS SPECIFICALLY TESTED AND FOUND TO HAVE LOW EXPANSIVE PROPERTIES AND APPROVED BY AN EXPERIENCED SOILS ENGINEER. THE TOP TWELVE (12') INCHES OF COMPACTED FILL SHOULD HAVE A MAXIMUM THREE (3") INCH PARTICLE DIAMETER AND ALL UNDERLYING COMPACTED FILL A MAXIMUM SIX (6") INCH PARTICLE DIAMETER UNLESS SPECIFICALLY APPROVED BY AN EXPERIENCED SOILS ENGINEER. ALL FILL MATERIAL MUST BE TESTED AND APPROVED UNDER THE DIRECTION AND SUPERVISION OF AN EXPERIENCED SOILS ENGINEER PRIOR TO PLACEMENT. IF THE FILL IS TO PROVIDE NON-FROST SUSCEPTIBLE CHARACTERISTICS, IT MUST BE CLASSIFIED AS A CLEAN GW, GP, SW, OR SP PER UNITED SOIL CLASSIFICATION SYSTEM (ASTM D-2487). FOR STRUCTURAL FILL THE DENSITY OF THE STRUCTURAL COMPACTED FILL AND SCARIFIED SUBGRADE AND GRADES SHALL NOT BE LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR (ASTM D-698) WITH THE EXCEPTION TO THE TOP 12 INCHES OF PAVEMENT SUBGRADE WHICH SHALL A MINIMUM IN-SITU DENSITY OF 100 PERCENT OF THE MAXIMUM DRY DENSITY, OR 5 PERCENT HIGHER THAN UNDERLYING FILL MATERIALS. THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN -1 TO +3 PERCENT AND GRANULAR SOIL ±3 PERCENT OF OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED, UNLESS SPECIFICALLY APPROVED BY THE SOILS ENGINEER TAKING INTO CONSIDERATION THE TYPE OF MATERIALS AND COMPACTION EQUIPMENT BEING USED. THE COMPACTION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTION. BULLDOZERS OR SIMILAR TRACKED VEHICLES ARE TYPICALLY NOT SUITABLE FOR COMPACTION. MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON THE FILL AND PERMITTED TO DRY. DISCING, HARROWING OR PULVERIZING MAY BE NECESSARY TO REDUCE THE MOISTURE CONTENT TO A SATISFACTORY VALUE, AFTER WHICH IT SHALL BE COMPACTED. THE FINISHED SUBGRADE AREAS OF THE SITE SHALL BE COMPACTED TO 100 PERCENT OF THE STANDARD PROCTOR (ASTM D-398) MAXIMUM DENSITY.
6. NO FILL SHALL BE PLACED ON A WET OR SOFT SUBGRADE. THE SUBGRADE SHALL BE PROOF-ROLLED AND INSPECTED BY THE GEOTECHNICAL ENGINEER BEFORE ANY MATERIAL IS PLACED.
7. SUBGRADE TOLERANCES ARE +/-1" FOR LANDSCAPE AREAS AND +/-½" FOR ALL PAVEMENT AND BUILDING AREAS.
8. TOPSOIL SHALL BE FREE OF DELETERIOUS MATERIALS, ROOTS, OLD VEGETATION, ROCKS OVER 2" DIAMETER AND SHALL NOT BE EXCESSIVELY CLAYEY IN NATURE. NO CLUMPS LARGER THAN 4" ARE ACCEPTABLE. TOPSOIL MAY BE AMENDED AS NEEDED WITH SAND OR COMPOST TO BE LOOSE WHEN SPREAD.
9. THE CONTRACTOR SHALL MAINTAIN SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE THE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVIATE WATER PONDING. ANY DEWATERING SHALL NOT GO DIRECTLY TO STREAMS, CREEKS, WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS WITHOUT BEING TREATED FIRST. A DIRT BAG OR OTHER DEWATERING TREATMENT DEVICE MAY BE USED TO CAPTURE SEDIMENT FROM THE PUMPED WATER.
10. CONTRACTOR IS ADVISED THAT ALL MUD AND DEBRIS MUST NOT BE DEPOSITED ONTO THE ADJACENT ROADWAYS PER THE REQUIREMENT OF THE MUNICIPALITY OR OTHER APPROPRIATE GOVERNMENT AGENCIES. IN THE EVENT THIS OCCURS, THE ROADWAYS SHALL BE POWER SWEPT IMMEDIATELY AND ALL SEDIMENT REMOVED FROM DOWNSTREAM FACILITIES.
11. MATTING SHALL BE AS FOLLOWS:
    - NON-CHANNEL EROSION MAT
        - CLASS I: SHORT TERM DURATION (MINIMUM OF 6 MONTHS)
            1. TYPE A: USE ON ERODIBLE SLOPES 2.5:1 OR FLATTER
            2. TYPE B: DOUBLE NETTED PRODUCT ON ERODIBLE SLOPES 2:1 OR FLATTER
        - CLASS I, URBAN: SHORT TERM DURATION (MIN. OF 6 MONTHS), LIGHT DUTY, ORGANIC EROSION CONTROL MAT FOR AREAS WHERE MOWING MAY BE ACCOMPLISHED WITHIN TOW WEEKS AFTER INSTALLATION
            1. URBAN, TYPE A: USE ON ERODIBLE SOULS WITH SLOPES 4:1 OR FLATTER
            2. URBAN, TYPE B: DOUBLE NETTED PRODUCT FOR USE ON SLOPES 2.5:1 OR FLATTER
        - CLASS II: LONG TERM DURATION (3 YEARS OR GREATER), ORGANIC EROSIONAL CONTROL REVEGETATIVE MAT
            1. TYPE A: JUSTE FIBER ONLY FOR USE ON SLOPES 2:1 OR FLATTER FOR SOD REINFORCEMENT
            2. TYPE B: FOR USE ON SLOPES 2:1 OR GREATER MADE WITH PLASTIC OR BIODEGRADABLE NET
            3. TYPE C: A WOVEN MAT OF 100% ORGANIC FIBERS FOR USE ON SLOPES 2:1 OR FLATTER AND IN ENVIORNMENTALLY AND BIOLOGICALLY SENSITIVE AREAS WHERE PLASTIC NETTING IS INAPPROPRIATE
        - CLASS III: PERMANENT 100% SYNTHETIC ECRM OR TRM, EITHER A SOIL STABILIZER TYPE A OR CLASS I, TYPE A OR B EROSION MAT MUST BE PLACED OVER THE SOIL FILLED TRM
            1. TYPE A: ECRM FOR USE ON SLOPES 2:1 OR FLATTER
            2. TYPE B OR C: TRM FOR USE ON SLOPES 2:1 OR FLATTER
            3. TYPE D: TRM FOR USE ON SLOPES 1:1 OR FLATTER

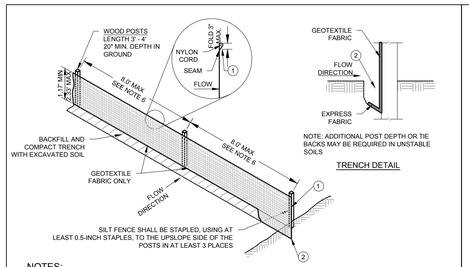
    - CHANNEL EROSION MAT
        - CLASS I: SHORT TERM DURATION (MINIMUM OF 6 MONTHS), LIGHT DUTY, ORGANIC ECRM WITH PLASTIC OR BIODEGRADABLE NETTING
            1. TYPE A: ONLY SUITABLE FOR SLOPE APPLICATIONS, NOT CHANNEL APPLICATIONS
            2 TYPE B: DOUBLE NETTED PRODUCT FOR USE IN CHANNELS WHERE THE CALCULATED (DESIGN) SHEAR STREES IS 1.5 LBS/FT² OR LESS
        - CLASS II: LONG TERM DURATION (3 YEARS OR GREATER), ORGANIC ECRM
            1. TYPE A: JUTE FIBER ONLY FOR USE IN CHANNELS TO REINFORCE SOD
            2. TYPE B: FOR USE IN CHANNELS WHERE THE CALCULATED (DESIGN) SHEAR STRESS IS 2.0LBS/FT² OR LESS. MADE WITH PLASTIC OR BIODEGRADABLE MAT
            3. TYPE C: WOVEN MAT OF 100% ORGANIC MATERIAL FOR USE IN CHANNELS WHERE THE CALCULATED (DESIGN) SHEAR STRESS IS 2.0LBS/FT² OR LESS, APPLICABLE FOR USE IN ENVIORNMENTALLY SENSITIVE AREAS WHERE PLASTIC NETTING IS INAPPROPRIATE
        - CLASS III: PERMANENT 100% SYNTHETIC ECRM OR TRM, CLASS I, TYPE B EROSION MAT OR CLASS II, TYPE B OR C EROSION MAT MUST BE PLACED OVER A SOIL FILLED TRM
            1. TYPE A: ECRM FOR USE IN CHANNELS WHERE THE CALCULATED (DESIGN) SHEAR STRESS OF 2.0LBF/FT² OR LESS
            2. TYPE B: TRM FOR USE IN CHANNELS WHERE THE CALCULATED (DESIGN) SHEAR STRESS OF 2.0LBS/FT² OR LESS.
            3. TYPE C: TRM FOR USE IN CHANNELS WHERE THE CALCULATED (DESIGN) SHEAR STRESS OF 3.0LBS/FT² OR LESS
            4. TYPE D: TRM FOR USE IN CHANNELS WHERE THE CALCULATED (DESIGN) SHEAR STRESS OF 5.0LBS/FT² OR LESS

SPECIFICATIONS FOR PRIVATE UTILITIES

1. BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES. IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.
2. ALL CONNECTIONS TO EXISTING PIPES AND MANHOLES SHALL BE CORED CONNECTIONS. CONNECTIONS TO WATERMAIN SHALL BE WET TAPED WITH A STAINLESS STEEP TAPPING SLEEVE.
3. PROPOSED SANITARY SEWER AND INTERNALLY CONNECTED STORM SEWER SHOWN ON THIS PLAN SHALL TERMINATE AT A POINT FIVE (5) FEET FROM THE EXTERIOR BUILDING WALL. THE EXACT LOCATION OF ALL DOWN SPOUTS CONNECTIONS SHALL BE PER THE ARCHITECTURAL PLANS.
4. CONTRACTOR SHALL NOT SHUT OFF WATER OR PLUG SANITARY SEWER IN MUNICIPAL LINES WITHOUT PRIOR APPROVAL.
5. MATERIALS FOR STORM SEWER SHALL BE AS FOLLOWS: STORM SEWER PIPE 48" OR LESS SHALL BE HIGH DENSITY POLYETHYLENE (HDPE) CORRUGATED PIPE WITH AN INTEGRALLY FORMED SMOOTH WATERWAY SUCH AS ADS N-12, FOR PIPE 10" OR LESS IN DIAMETER, PVC, ASTM D-3034, SDR-26, MAY ALSO BE USED. WHERE SPECIFICALLY REQUIRED, REINFORCED CONCRETE PIPE (RCP), ASTM C-76, CLASS III OR HIGHER, MAY BE USED. TRENCH SECTION SHALL BE CLASS "B" FOR PVC AND HDPE AND CLASS "C" FOR CONCRETE (PER STANDARD SPECIFICATIONS). MANHOLES, INLETS AND CATCH BASINS SHALL BE PRE CAST REINFORCED CONCRETE, ASTM C-478. CASTINGS SHALL BE HEAVY DUTY CAST IRON. AREA DRAINS SHALL BE ADS NYLOPLAST OR EQUIVALENT AND SHALL BE A MINIMUM OF 24" IN DIAMETER. CONNECTIONS TO EXISTING PIPES SHALL BE MADE WITH INSERTA WYE OR EQUIVALENT, LAST (3) THREE JOINTS SHALL BE RESTRAINED WITH RODS.
6. MATERIALS FOR SANITARY SEWER SHALL BE AS FOLLOWS: SANITARY SEWER SHALL BE PVC, ASTM D-3034, SDR-35 WITH RUBBER GASKETED JOINTS, CONFORMING TO ASTM D-3212. TRENCH SECTIONS SHALL BE CLASS "B" BEDDING (PER STANDARD SPECIFICATIONS), CRUSHED STONE CHIPS SHALL BE USED FOR BEDDING MATERIAL. CONNECTIONS SHALL BE MAD WITH A INSERTA WYE OR EQUIVALENT. A MINIMUM OF 6' OF COVER IS REQUIRED FOR ALL SANITARY SEWER.
7. MATERIALS FOR WATER SERVICES AND PRIVATE HYDRANTS SHALL BE AS FOLLOWS: WATER SERVICES SHALL BE PVC, HDPE, OR DI AS ALLOWED BY MUNICIPAL CODE, PVC SHALL BE AWWA C-900, DI SHALL BE AWWA C151, CLASS 52 (OR AS REQUIRED BY LOCAL CODE). TRENCH SECTIONS SHALL BE CLASS "B" BEDDING (PER STANDARD SPECIFICATIONS), CRUSHED STONE CHIPS SHALL BE USED FOR BEDDING MATERIAL. CONNECTION SHALL BE MADE WITH A WET TAP, CORPORATE STOP AND VALVE BOX PER MUNICIPAL STANDARDS. A MINIMUM OF 6' COVER IS REQUIRED FOR ALL WATERMAIN. VALVES SHALL BE NONRISING STEM, RESILIENT SEATED GATE VALVES COMPLYING WITH AWWA C509 WITH A THREE PIECE CAST IRON VALVE BOX. INSTALL THRUST BLOCKS AT ALL BENDS AND TEES. DISINFECT ALL NEW LINES AND OBTAIN SAFE WATER SAMPLE PRIOR TO USE.
8. EXTREME CAUTION MUST BE FOLLOWED REGARDING THE COMPACTION OF ALL UTILITY TRENCHES. MECHANICALLY COMPACTED GRANULAR BACKFILL IS REQUIRED UNDER & WITHIN 5 FEET OF ALL PAVEMENT INCLUDING SIDEWALKS. FLOODING OF BACKFILL MATERIAL IS NOT ALLOWED.
9. TRACER WIRE (NO. 8 SINGLE STRAND COPPER) AND WARNING TAPE SHALL BE INSTALLED ON ALL UTILITIES IN ACCORDANCE WITH THE LOCAL AND STATE CODES. TRACER WIRE SHALL TERMINATE IN A VALVECO TERMINAL BOX AT EACH END.
10. MANDREL TESTING ON SANITARY LINES AND PRESSURE TESTING ON WATERMAIN MAY BE REQUIRED BY THE OWNER OR MUNICIPALITY.
11. UPON COMPLETION OF FINAL PAVING OPERATIONS, THE UTILITY CONTRACTOR SHALL ADJUST ALL MANHOLE AND INLET RIMS AND VALVE BOXES TO FINISHED GRADE.

SPECIFICATIONS FOR PAVING

1. AGGREGATES USED IN THE CRUSHED STONE BASE SHALL CONFORM TO THE GRADATION REQUIREMENTS SECTIONS 301.2 AND 305.2.2 OF THE STANDARD SPECIFICATIONS. THICKNESS SHALL BE PER THE DETAIL ON THE PLANS. BASE SHALL BE ¾ INCH DIAMETER UNLESS NOTED OTHERWISE. RECYCLED MATERIALS MAY BE ALLOWED WITH APPROVAL FROM THE OWNER.
2. SUBGRADE SHALL BE PROOFROLLED AND APPROVED BY A GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF STONE BASE. EXCAVATE UNSUITABLE AREAS AND REPLACE WITH BREAKER RUN STONE AND RECOMPACT. REFER TO THE GEOTECHNICAL REPORT FOR ADDITIONAL SPECIFICATIONS.
3. EXISTING PAVEMENT SHALL BE SAWCUT IN NEAT STRAIGHT LINES TO FULL DEPTH AT ANY POINT WHERE EXISTING PAVEMENT IS REMOVED. CURB AND WALK SHALL BE REMOVED TO THE NEAREST JOINT. REMOVED PAVEMENT SHALL BE REPLACED WITH THE SAME SECTION AS EXISTING. MUNICIPAL STANDARDS MAY REQUIRE ADDITIONAL WORK.
4. ASPHALT FOR PARKING AREAS AND THE PRIVATE ROAD SHALL BE PER THE DETAILS MATERIALS AND PLACEMENT SHALL CONFORM TO THE DOT STANDARD SPECIFICATIONS, SECTION 450 AND 460 TYPE E-0.3 IS REQUIRED UNLESS NOTED OTHERWISE. A COMMERCIAL GRADE MIX MAY BE SUBSTITUTED ONLY WITH APPROVAL FROM THE OWNER.
5. CONCRETE FOR CURB, DRIVEWAY, WALKS AND NON-FLOOR SLABS SHALL CONFORM TO SECTION 415 OF THE STANDARD SPECIFICATIONS , GRADE A, ASTM C-94, 6 BAG MIX, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI. JOINTING SHALL BE PER SECTION 415.3.7 OF THE STANDARD SPECIFICATIONS WITH CONSTRUCTION JOINTS HAVING A MAXIMUM SPACING OF 10'. EXPANSION JOINTS SHALL BE PROVIDED EVERY 50'. CONCRETE SHALL BE FINISHED PER SECTION 415.3.8 WITH A MEDIUM BROOM TEXTURE. A CURING MEMBRANE IN CONFORMANCE WITH SECTION 415.3.12 IS REQUIRED.



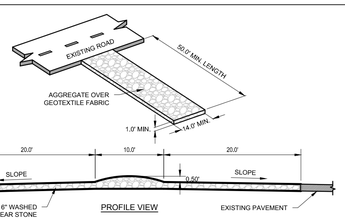
TRENCH DETAIL

NOTES:

1. ALL SILT FENCE MATERIALS AND INSTALLATION SHALL BE IN CONFORMANCE WITH WI DNR TECHNICAL STANDARD 1056.
2. GEOTEXTILE FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 592 GEOTEXTILE TABLE 1 OR 2, CLASS I WITH EQUIVALENT OPENING SIZE OF AT LEAST 30 FOR NONWOVEN AND 50 FOR WOVEN.
3. SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8-INCHES OF FABRIC IN A 4-INCH WIDE AND 6-INCH DEEP TRENCH OR 6-INCH DEEP V-TRENCH ON THE UPSLOPE SIDE OF THE FENCE. TRENCHES SHALL NOT BE EXCAVATED WIDER OR DEEPER THAN NECESSARY FOR PROPER INSTALLATION.
4. FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.
5. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1.125-INCHES x 1.125-INCHES OF DRIED OAK OR HICKORY.
6. SILT FENCE TO EXTEND ABOVE THE TOP OF PIPE, WHERE APPLICABLE.
7. POST SPACING SHALL BE SELECTED BASED ON GEOTEXTILE FABRIC (8-FEET FOR WOVEN AND 3-FEET FOR NON-WOVEN).

SILT FENCE

#TSD-02 09-09-10

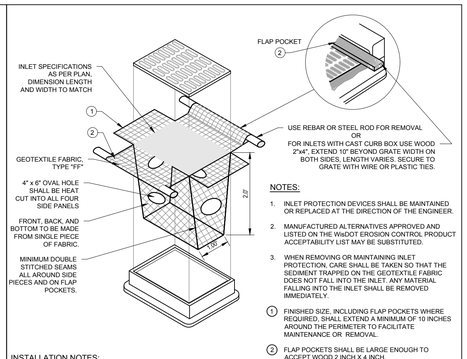


NOTES:

1. ALL TRACKING PAD MATERIALS AND INSTALLATION SHALL BE IN CONFORMANCE WITH WI DNR TECHNICAL STANDARD 1057.
2. TRACKING PADS SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE SITE. CONTRACTOR SHALL VERIFY LOCATION WITH OWNER.
3. THE AGGREGATE FOR TRACKING PADS SHALL BE 3 TO 6 INCH CLEAR OR WASHED STONE. ALL MATERIALS TO BE RETAINED ON A 3-INCH SIEVE
4. THE AGGREGATE SHALL BE PLACED IN A LAYER AT LEAST 12-INCHES THICK. ON SITES WHERE SATURATED CONDITIONS ARE EXPECTED DURING THE LIFE OF THE PAD, THE PAD SHALL BE UNDERLAIN WITH GEOTEXTILE FABRIC WHICH MEETS MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1 OR 2, CLASS I, II OR IV, TO PREVENT MIGRATION OF UNDERLYING SOILS INTO THE STONE LAYER.
5. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT. MINIMUM WIDTH IS 14 FEET FOR ONE-WAY TRAFFIC AND 20 FEET FOR TWO-WAY TRAFFIC, WITH AN ADDITIONAL INCREASE OF 4 FEET FOR TRAILER TRAFFIC. THE TRACKING PAD SHALL BE A MINIMUM 50-FEET LONG.
6. ANY SEDIMENT TRACKED ONTO A PUBLIC OR PRIVATE ROAD SHOULD BE REMOVED BY STREET CLEANING, NOT FLUSHING, AT THE END OF EACH WORKING DAY.
7. TRACKING PADS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24-HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5-INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
8. THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED BY SCRAPING OR TOP-DRESSING WITH ADDITIONAL AGGREGATE.

CONSTRUCTION ENTRANCE

#TRT-02 09-09-10



NOTES:

1. INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.
2. MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE WisDOT EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.
3. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

① FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED. SHALL EXTEND A MINIMUM OF 10 INCHES AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

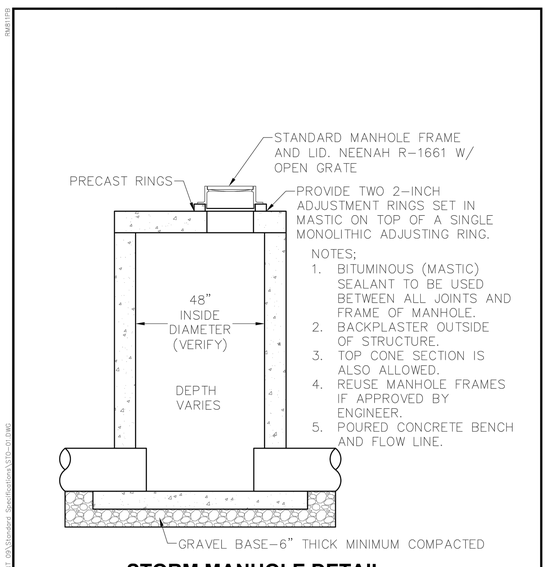
② FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2 INCH X 4 INCH.

INSTALLATION NOTES:

1. DO NOT INSTALL INLET PROTECTION TYPE "D" IN INLETS SHALLOWER THAN 30 INCHES, MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.
2. TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3 INCHES OF THE GRATE.
3. THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3 INCHES. WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3 INCHES CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4 INCHES FROM THE BOTTOM OF THE BAG.

INLET PROTECTION

#ITP-06 09-09-10



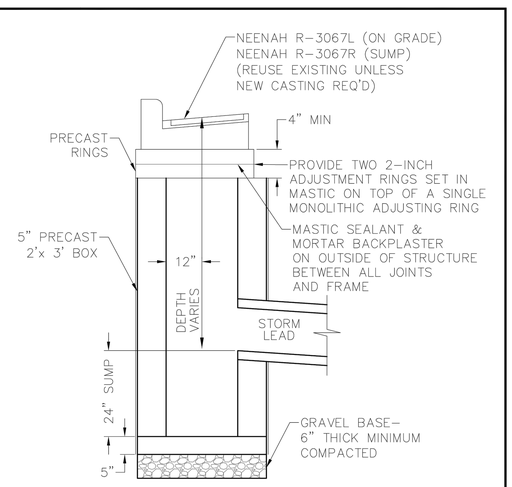
NOTES;

1. BITUMINOUS (MASTIC) SEALANT TO BE USED BETWEEN ALL JOINTS AND FRAME OF MANHOLE.
2. BACKPLASTER OUTSIDE OF STRUCTURE.
3. TOP CONE SECTION IS ALSO ALLOWED.
4. REUSE MANHOLE FRAMES IF APPROVED BY ENGINEER.
5. POURED CONCRETE BENCH AND FLOW LINE.

STORM MANHOLE DETAIL NO SCALE

STO-01 20

EXHIBIT STO-01



1. INLET TO BE PROTECTED WITH GEOTEXTILE FABRIC BETWEEN THE GRATE AND FRAME. PROTECTION TO REMAIN IN PLACE UNTIL SITE VEGETATION IS ESTABLISHED.
2. IN AREAS WITH ROLL FACE CURB, REPLACEMENT CURB SHALL TRANSITION TO VERTICAL FACE CURB & GUTTER AT INLET FRAME.

CATCH BASIN DETAIL NO SCALE

STO-03 20

EXHIBIT STO-03

NOT FOR CONSTRUCTION

MADISEN MAHER ARCHITECTS

700 W. VIRGINIA STREET, SUITE 604
MILWAUKEE, WI 53204
P: 414.277.8000
MADISENMAHER.COM

PROPOSED ADDITION TO :

SENDIK'S FOOD MARKETS

600 HARTBROOK DRIVE
HARTLAND, WI 53029

CLIENT

NICHOLAS BALISTRERI
7225 WEST MARCIA ROAD
MILWAUKEE, WI 53223

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DATE	REV	ISSUE
07/01/19	#	VILLAGE SUBMITTAL

PROJECT NUMBER	19-004
START DATE	04/10/2019
DRAWN BY	BLH
CHECKED BY	AEK
SCALE	1" = 30'-0"

DETAILS

C1.03

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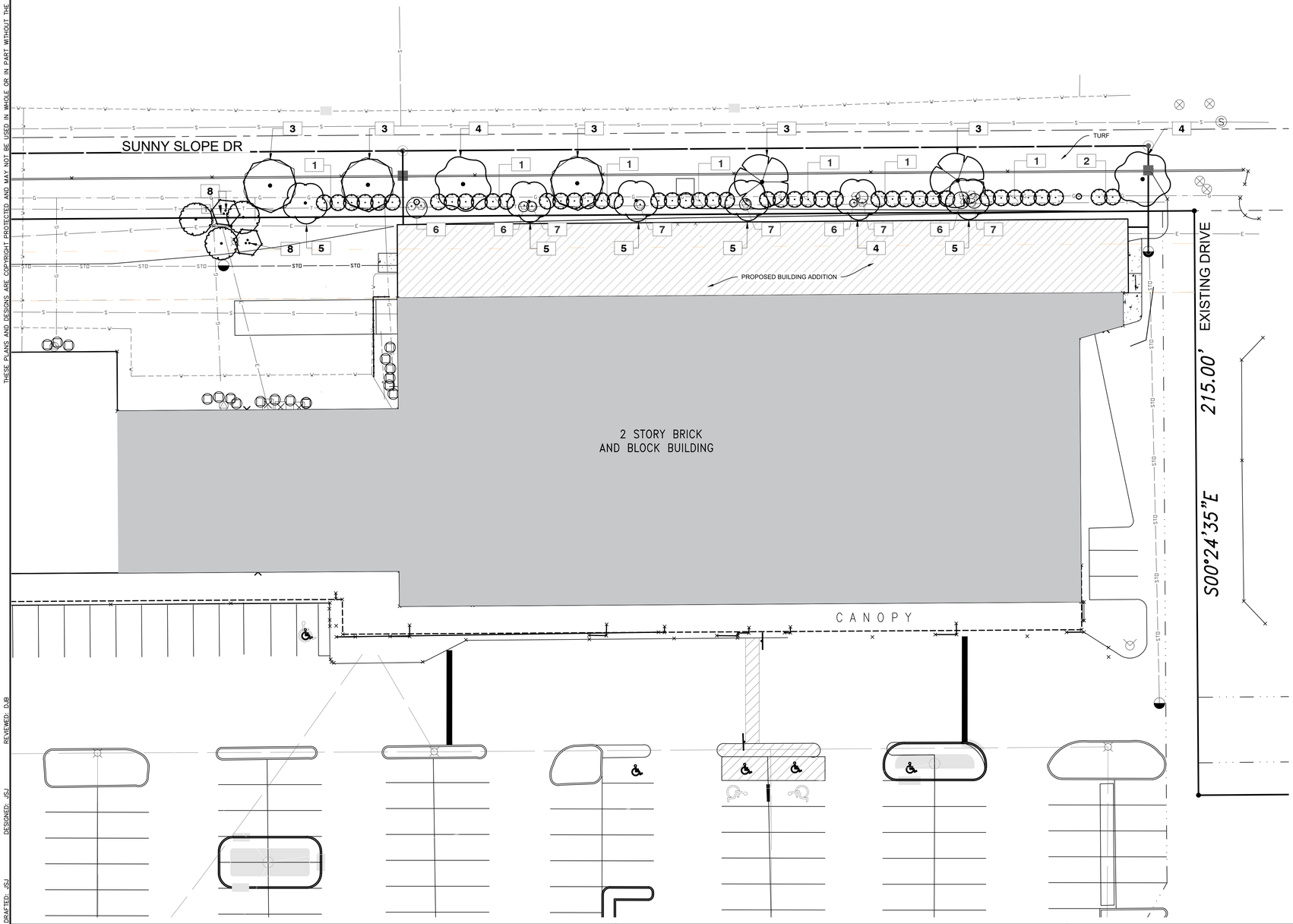

PLANT KEY

TREES	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	Gymnocladus dioica	Kentucky Coffee Tree	---	Existing	2
	Malus floribunda	Floribunda Flowering Crabapple	---	Existing	3
	Pyrus	Pear (stump)	---	Existing	2
	Pyrus calleryana	Ornamental Pear	---	Existing	6
	Rhamnus cathartica	Common Buckthorn	---	Existing	2
	Thuja occidentalis `Green Giant`	Green Giant Arborvitae	---	Existing	44
	Tilia cordata	Littleleaf Linden	---	Existing	3
	Ulmus americana	American Elm	---	Existing	2

SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	Spiraea	Spiraea	---	Existing	13

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	EXISTING EVERGREEN- CONDITION GOOD
2	EXISTING EVERGREEN- CONDITION POOR
3	EXISTING TREE- CONDITION GOOD
4	EXISTING TREE- CONDITION FAIR
5	EXISTING TREE- CONDITION POOR
6	EXISTING SHRUB- CONDITION GOOD
7	EXISTING SHRUB- CONDITION POOR
8	REMOVAL NEEDED

NORTH

GRAPHICAL SCALE (FEET)

0 1" = 20' 40'

DRAFTED: JSJ DESIGNED: JSJ REVIEWED: DJB

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REVISIONS

PEG JOB No. 220-10-W1
PEG PM BLH
START DATE 08-12-19
SCALE 1"=20'-0"

SHEET
L-1
L-4

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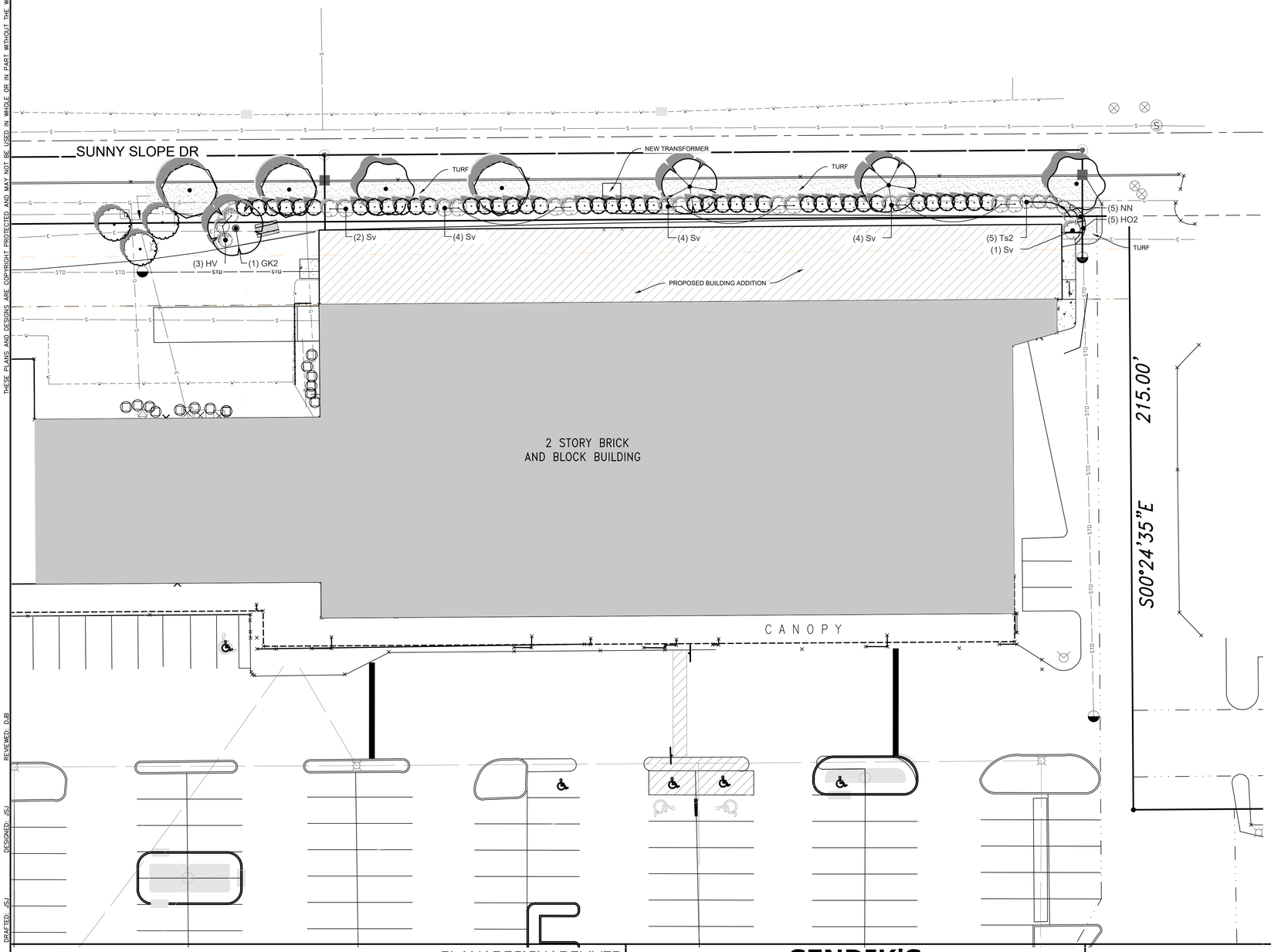

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	Gymnocladus dioica	Kentucky Coffee Tree	---	Existing	2
	Gymnocladus dioica	Kentucky Coffee Tree	1.5" Cal.	B&B	1
	Malus floribunda	Floribunda Flowering Crabapple	---	Existing	3
	Thuja occidentalis	Green Giant Arborvitae	---	Existing	42
	Tilia cordata	Littleleaf Linden	---	Existing	3
	Ulmus americana	American Elm	---	Existing	2

SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	HV	Hydrangea p `Vanilla Strawberry`	Vanilla Strawberry Hydrangea	3` Ht.		3
	Sv	Syringa vulgaris	Common Lilac	3` Ht.	B&B	15
	Ts2	Thuja occidentalis	Green Arborvitae	5` Ht.	B&B	5

SHRUB AREAS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	HO2	Hemerocallis x `Stella de Oro`	Stella de Oro Daylily	4.5" Cont.		13 sf
	NN	Nepeta x faassenii `Novanepjun`	Junior Walker Catmint	4.5" Cont.		12 sf

GROUND COVERS	BOTANICAL NAME	COMMON NAME	QTY
	Turf Hydroseed	Drought Tolerant Fescue Blend	2,463 sf

OPTION 1 DESIGN NOTES

THIS DESIGN KEEPS AS MUCH EXISTING PLANT MATERIAL THAT IS PRACTICAL.

1. REMOVAL OF ALL THE PEAR TREES SINCE THEY MOST ARE IN POOR CONDITION AND/OR TOO CLOSE TO STREET TREES.
2. REMOVAL OF THE SPIREAS. THESE OFFER LITTLE SCREENING OF THE BUILDING.
3. KEEPING MOST OF THE ARBORVITAE EXCEPT THE 2 POOR ONESON THE EAST END.
4. THE STREET TREES ARE IN GOOD OR FAIR CONDITIONS. THE ELMS SEEM TO BE DECLINING.
5. PLANTING A LARGE GROWING SHRUBS WHERE TREE GAPS BETWEEN THE ARBORVITAE AND EXTENDING THE THE ARBORVITAE AROUND THE EAST END
6. ADDING ADDITIONS PLANTING TO ADD A LITTLE VISUAL INTEREST.
7. REPAIR LAWN AREAS AND INSTALL NEW LAW WHERE NEEDED.

NORTH

GRAPHICAL SCALE (FEET)

0 1" = 20' 40'

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DESIGNED: JSJ
DRAFTED: JSJ

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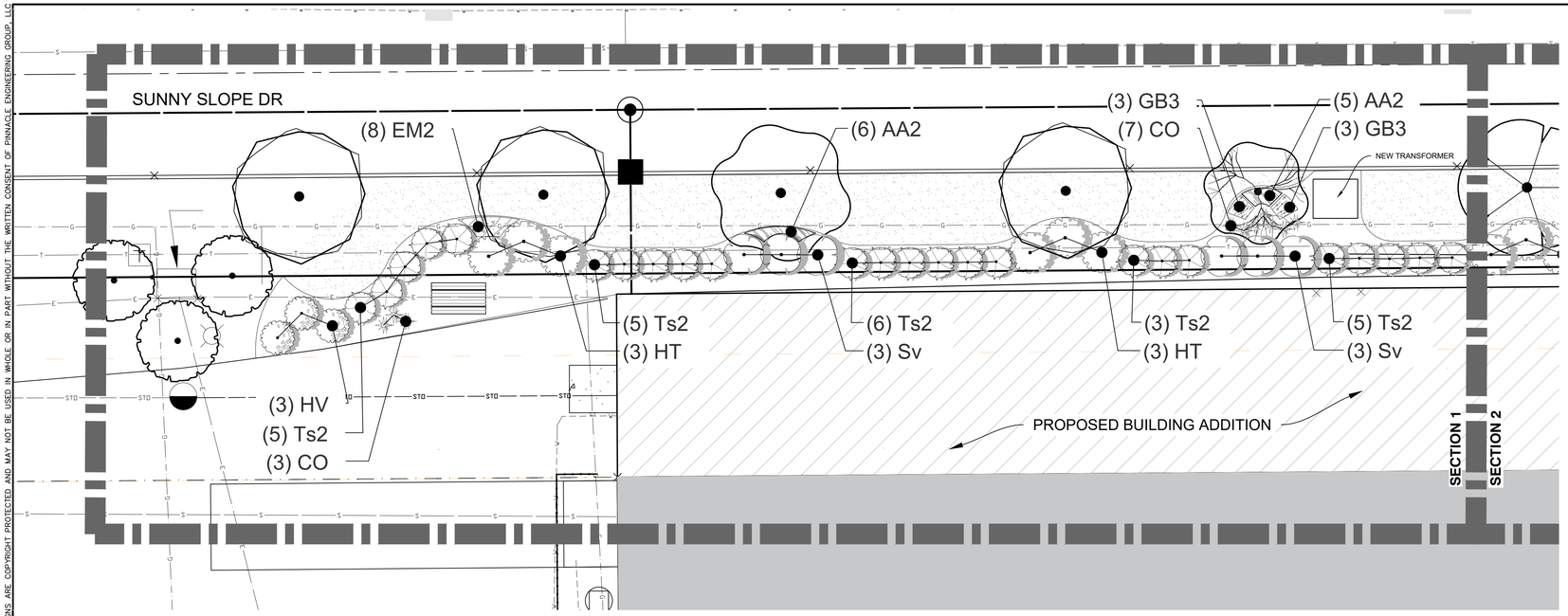
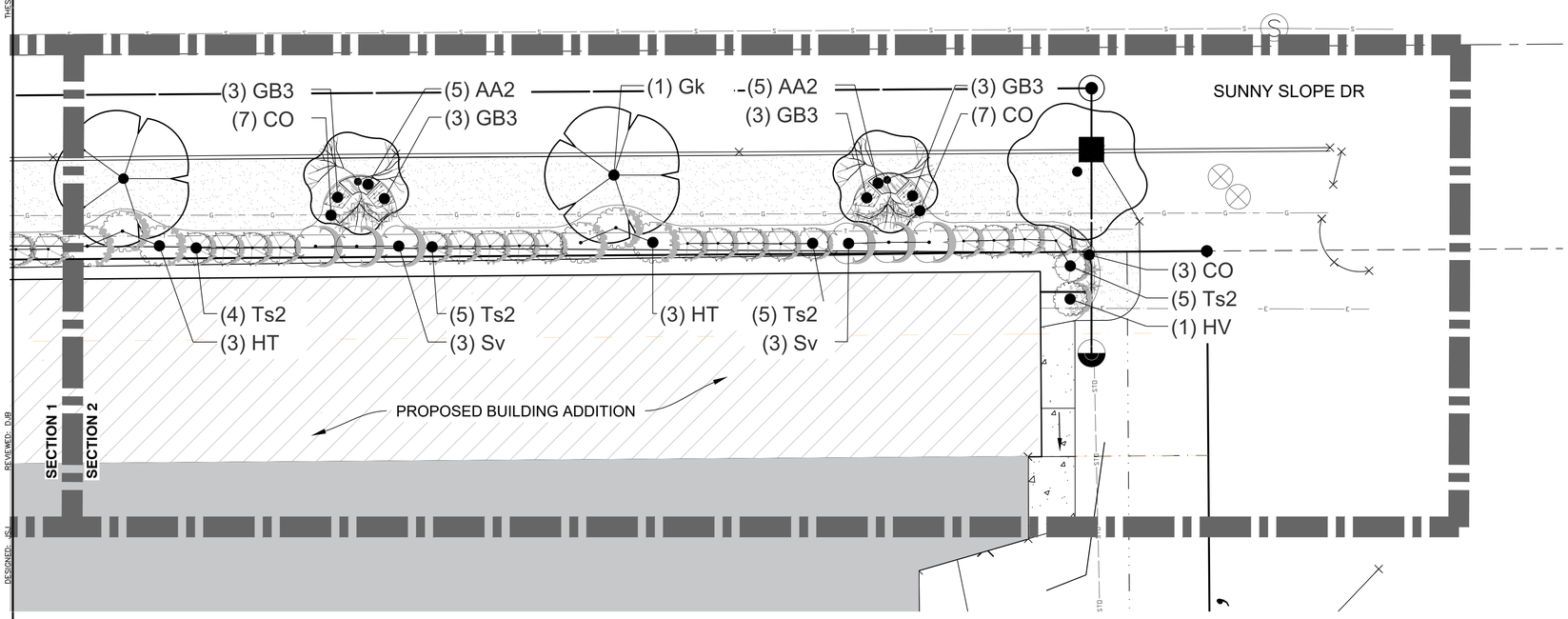


SECTION 1



SECTION 2

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	QTY
	Acer x f `Armstrong`	Armstrong Freeman Maple	2" Cal.		3
	Gymnocladus dioica	Kentucky Coffee Tree	---	Existing	2
	Malus floribunda	Floribunda Flowering Crabapple	---	Existing	3
	Tilia cordata	Littleleaf Linden	---	Existing	3
	Ulmus americana	American Elm	---	Existing	2

SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	CO	Calamagrostis `Overdam`	Overdam Feather Reed Grass	1 gal.	27
	HT	Hydrangea p `Tardiva`	Tardiva Hydrangea	3` Ht.	12
	HV	Hydrangea p `Vanilla Strawberry`	Vanilla Strawberry Hydrangea	3` Ht.	4
	Sv	Syringa vulgaris	Common Lilac	3` Ht.	12
	Ts2	Thuja occidentalis	Green Arborvitae	5` Ht.	43

SHRUB AREAS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	AA2	Astilbe x `Arendsii Hybrid Mix`	Arendsii Hybrid Mix Astilbe	4.5" Cont.	43 sf
	EM2	Echinacea `Magnus Superior`	Magnus Superior Coneflower	4.5" Cont.	17 sf
	GB3	Geranium `Biokovo Carmina`	Biokovo Carmina Cranesbill	4.5" Cont.	47 sf
	HO2	Hemerocallis x `Stella de Oro`	Stella de Oro Daylily	4.5" Cont.	6 sf

GROUND COVERS	BOTANICAL NAME	COMMON NAME	QTY
	Turf Hydroseed	Drought Tolerant Fescue Blend	1,664 sf

OPTION 2 DESIGN NOTES

THIS DESIGN KEEPS JUST THE STREET TREES AND ADDS MORE VISUAL CREATIVE INTEREST WHICH THE CITY CALLS FOR IN THE MUNICIPAL CODE.

1. REMOVAL OF ALL THE PEAR TREES SINCE THEY MOST ARE IN POOR CONDITION AND/OR TOO CLOSE TO STREET TREES. TO REPLACE THESE TREES, ADDING SOME ADDITIONAL TREES TO IMPROVE SCREENING OF THE BUILDING FOR THE RESIDENTIAL AREA TO THE NORTH.
2. REMOVAL OF THE SPIREAS AND THE ARBORVITAE..
3. THE STREET TREES ARE IN GOOD OR FAIR CONDITIONS. THE ELMS SEEM TO BE DECLINING.
4. PLANTING A VARIETY OF EVERGREEN AND DECIDUOUS SHRUBS FOR VISUAL INTEREST AND TO SCREEN THE BUILDING FOR THE RESIDENTIAL AREA TO THE NORTH.
5. ADDING SOME AREA OF PERENNIALS FOR SEASONAL COLOR AND INTEREST.
6. REPAIR LAWN AREAS AND INSTALL NEW LAW WHERE NEEDED.

NORTH

GRAPHICAL SCALE (FEET)

0 1" = 10' 20'

DRAFTED: JSJ DESIGNED: JSJ REVIEWED: DJB

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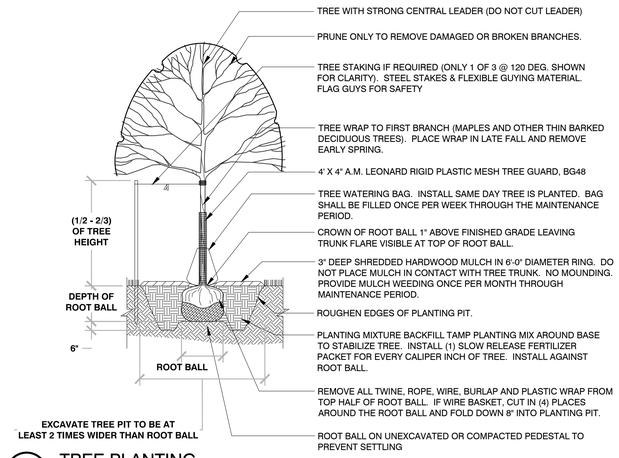
GENERAL PLANTING NOTES

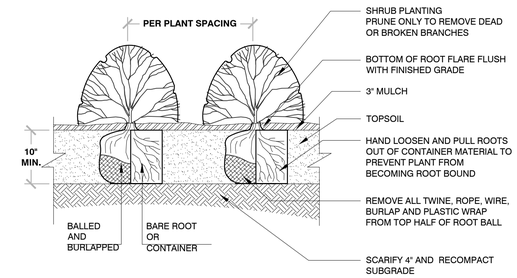
1. THE LAYOUT OF ALL PLANTING BEDS AND INDIVIDUAL TREES AND SHRUBS SHALL BE STAKED BY THE CONTRACTOR IN ADVANCE OF INSTALLATION. FLAGGING, STAKES, OR PAINT MAY BE USED TO DELINEATE LOCATIONS AS SCALED FROM THE PLANS. AN APPROVED REPRESENTATIVE WILL REVIEW THESE LOCATIONS WITH THE CONTRACTOR AND MAKE MINOR ADJUSTMENTS AS NECESSARY. BED LAYOUT SHALL ALSO INCLUDE PERENNIAL GROUPINGS BY SPECIES.
2. THE CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY DETERMINING THE PLANT MATERIAL QUANTITIES REQUIRED BY THE LANDSCAPE PLANS. REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.
3. ALL PLANT MATERIAL SHALL COMPLY WITH STANDARDS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK - Z60.1 ANSI. LANDSCAPE ARCHITECT OR OWNERS AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND POTENTIALLY REJECT ANY PLANT MATERIAL DEEMED TO NOT MEET THE REQUIRED STANDARDS.
4. NO PLANT MATERIAL OR PLANT SIZE SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL BY THE LANDSCAPE ARCHITECT. ANY CHANGES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING PRIOR TO INSTALLATION.
5. ALL PLANT MATERIAL AND SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION. EXISTING SOIL SHALL BE AMENDED PER SOIL ANALYSIS REPORT TO ENSURE A PROPER GROWING MEDIUM IS ACHIEVED.
6. ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH PLANTING DETAILS.
7. ALL PLANTING BEDS SHALL HAVE A MINIMUM 10" DEPTH OF PREPARED SOIL. WITH APPROVAL, EXISTING SOIL MAY BE UTILIZED PROVIDED THE PROPER SOIL AMENDMENTS ARE TILLED THOROUGHLY INTO THE TOP 10" OF SOIL. REFER TO SOIL PLACEMENT NOTES.
8. WHILE PLANTING TREES AND SHRUBS, BACKFILL ⅔ OF PLANTING HOLE AND WATER TREE THOROUGHLY BEFORE INSTALLING THE REMAINDER OF SOIL MIXTURE. AFTER ALL SOIL HAS BEEN PLACED INTO THE PLANTING HOLE WATER THOROUGHLY AGAIN.
9. THE CONTRACTOR MUST LABEL ALL TREES WITH THE COMMON AND BOTANICAL NAMES PRIOR TO FINAL INSPECTION.
10. ALL PLANTING BEDS SHALL BE MULCHED WITH 3" DEEP SHREDDED HARDWOOD MULCH, AND ALL TREES PLANTED IN TURF AREAS SHALL RECEIVE A 3" DEEP SHREDDED HARDWOOD MULCHED RING AS SHOWN IN PLANTING DETAILS.
11. ALL PLANTING BEDS AND TREE RINGS SHALL HAVE A 4" DEEP TRENCHED BED EDGE CREATED BY EITHER A FLAT LANDSCAPE SPADE OR MECHANICAL EDGER. BED EDGES ARE TO BE CUT CLEAN AND SMOOTH AS SHOWN ON LANDSCAPE PLANS WITH A CLEAN DEFINITION BETWEEN TURF AND PLANTING AREAS.
12. ALL TURF SEED AREAS SHALL RECEIVE A MINIMUM OF 3" DEPTH OF TOPSOIL. WITH APPROVAL, EXISTING SOIL MAY BE UTILIZED PROVIDED THE PROPER SOIL AMENDMENTS ARE TILLED THOROUGHLY INTO THE TOP 6" OF SOIL AS INDICATED IN THE SOIL PLACEMENT NOTES. REQUIRED AMENDMENTS SHALL BE DETERMINED BASED ON A SOIL ANALYSIS TO BE PERFORMED. ALL TOPSOIL AMENDMENT SHALL BE AGED WEED FREE MANURE OR CLASS 1 ORGANIC MATTER.
13. FOR LAWN SEEDING, APPLY A STARTER FERTILIZER AND SEED UNIFORMLY AT THE RATE RECOMMENDED BY MANUFACTURER, AND PROVIDE A MULCH COVERING THAT IS SUITABLE TO PROMOTE SEED GERMINATION AND TURF ESTABLISHMENT. CONTRACTOR TO PROVIDE FERTILIZER, SEED, AND MULCH SPECIFICATIONS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. EROSION CONTROL MEASURES ARE TO BE INSTALLED IN THOSE AREAS REQUIRING STABILIZATION (SWALES, SLOPES EXCEEDING 1:3, AND THOSE LOCATIONS INDICATED IN CIVIL DRAWINGS).
14. THE CONTRACTOR TO ENSURE A SMOOTH, UNIFORM QUALITY TURF IS ACHIEVED WITH NO BARE SPOTS LARGER THAN 6" X 6". ANY BARE SPOTS LARGER THAN 6" X6" AT THE END OF ESTABLISHMENT PERIOD SHALL BE RESEEDED AT THE CONTRACTORS EXPENSE TO OBTAIN A DENSE, UNIFORM LAWN.
15. ALL FINISH GRADING AND LAWN AREAS TO BE INSTALLED BY LANDSCAPE CONTRACTOR.
16. ALL DISTURBED AREAS WITHIN THE PROJECT SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
17. ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
18. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, INCLUDING ANY IRRIGATION LINES, PRIOR TO DIGGING. CONSULT DIGGERS HOTLINE.
19. THE CONTRACTOR SHALL ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS
20. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, FEES, AND LICENSES NECESSARY FOR THE INSTALLATION OF THIS PLAN.
21. THE CONTRACTOR IS TO REVIEW ALL SITE ENGINEERING DOCUMENTS PRIOR TO INSTALLATION. ANY CONFLICTS MUST BE REPORTED TO THE LANDSCAPE ARCHITECT. THESE LANDSCAPE DRAWINGS ARE FOR THE INSTALLATION OF PLANT MATERIALS ONLY UNLESS OTHERWISE STATED.
22. THE CONTRACTOR SHALL PROVIDE WATERING AND MAINTENANCE SERVICES FOR A PERIOD OF 60 DAYS TO ENSURE VEGETATIVE ESTABLISHMENT. UPON COMPLETION OF THE PROJECT, CONTRACTOR SHALL SUPPLY THE OWNER WITH ONGOING WATERING AND MAINTENANCE INSTRUCTIONS.
23. PLANT MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM TIME OF OWNER ACCEPTANCE. ONLY ONE REPLACEMENT PER PLANT WILL BE REQUIRED DURING THE WARRANTY PERIOD EXCEPT IN THE EVENT OF FAILURE TO COMPLY WITH THE SPECIFIED REQUIREMENTS.
24. THE CONTRACTOR IS RESPONSIBLE TO CONDUCT A FINAL WALK THROUGH WITH THE LANDSCAPE ARCHITECT AND OR OWNERS REPRESENTATIVE TO ANSWER QUESTIONS, PROVIDE INSTRUCTIONS, AND ENSURE THAT PROJECT REQUIREMENTS HAVE BEEN MET.

SOIL PLACEMENT NOTES

1. LOOSEN SUBGRADE TO A MINIMUM DEPTH INDICATED IN PLANTING NOTES USING A CULTI-MULCHER OR SIMILAR EQUIPMENT, AND REMOVE STONES MEASURING OVER 1-1/2 INCHES IN ANY DIMENSION, STICKS, RUBBISH AND OTHER EXTRANEOUS MATTER.
2. THOROUGHLY BLEND PLANTING SOIL MIX FOR PLANTING BED AREAS. (1 PART EXISTING SOIL, 1 PART TOPSOIL, 1 PART ORGANIC SOIL AMENDMENT, 2.9 POUNDS PER CUBIC YARD OF 4-4-4 ANALYSIS SLOW-RELEASE FERTILIZER)
3. TREE AND SHRUB HOLES SHALL BE FILLED WITH A PREPARED PLANTING MIXTURE OF 1 PART TOPSOIL, 2 PARTS PLANTING SOIL MIX.
4. SPREAD SOIL AND SOIL AMENDMENTS TO DEPTH INDICATED ON DRAWINGS, BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. (FINISH GRADE OF PLANTING BEDS SHALL BE 3" BELOW ALL ADJACENT SURFACES. FINISH GRADE OF TURF SEEDING AREAS SHALL BE 1" BELOW ALL ADJACENT HARD SURFACES, WALKS, AND CURBS.)
5. PLACE APPROXIMATELY 1/2 OF TOTAL AMOUNT OF SOIL REQUIRED. WORK INTO TOP OF LOOSENED SUBGRADE TO CREATE A TRANSITION LAYER, THEN PLACE REMAINDER OF THE SOIL. SOIL TRANSITION LAYER SHALL BE TILLED TO A MINIMUM DEPTH OF 6" BELOW THE DEPTH OF NEWLY PLACED SOIL.
6. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
7. FINISH GRADING: GRADE SOIL TO A SMOOTH, UNIFORM SURFACE PLANE WITH A LOOSE, UNIFORMLY FINE TEXTURE.
8. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
9. RESTORE PLANTING BEDS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING AND BEFORE PLANTING.

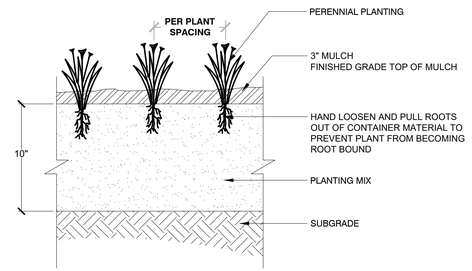


1 TREE PLANTING
1/4" = 1'-0" 329343-01

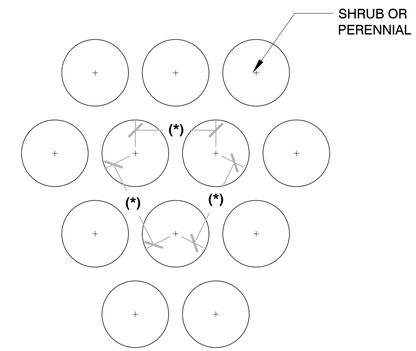


BAREROOT PLANTING NOTES:
1. SOAK ROOTS IN WATER FOR AT LEAST ONE HOUR BUT NOT MORE THAN 24 HOURS PRIOR TO PLANTING.
2. SCARIFY SIDES AND BOTTOMS OF HOLE.
3. PROCEED WITH CORRECTIVE PRUNING OF THE TOP AND BOTTOM ROOTS.
4. TRANSFER PLANT DIRECTLY FROM WATER TO HOLE. SET PLANT SO THE ROOT FLARE IS APPROXIMATELY AT THE FINISHED SOIL ELEVATION. SPREAD ROOTS OUT EVENLY. PLUMB AND IMMEDIATELY BACKFILL WITH PLANTING SOIL MIX.
5. WATER THOROUGHLY WITHIN 2 HOURS TO SETTLE PLANTS AND FILL VOIDS.
6. BACKFILL VOIDS AND WATER SECOND TIME.
7. PLACE MULCH WITHIN 48 HOURS OF THE SECOND WATERING UNLESS SOIL MOISTURE IS EXCESSIVE.

2 SHRUB PLANTING
1/2" = 1'-0" 329333-01

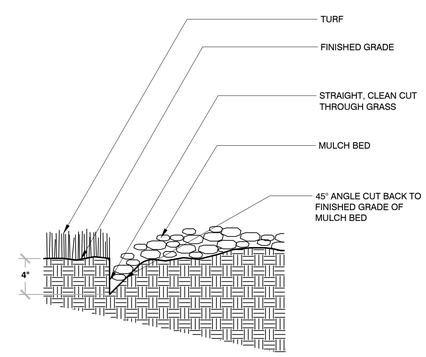


3 PERENNIAL PLANTING
1" = 1'-0" 3293-01



(*) = SPECIFIED PLANT SPACING PER PLANTING LIST

4 PLANT SPACING
3/4" = 1'-0" 3293-02



5 TRENCHED BED EDGE
3/4" = 1'-0" 3293-03

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START DATE 08-12-19
SCALE VARIES

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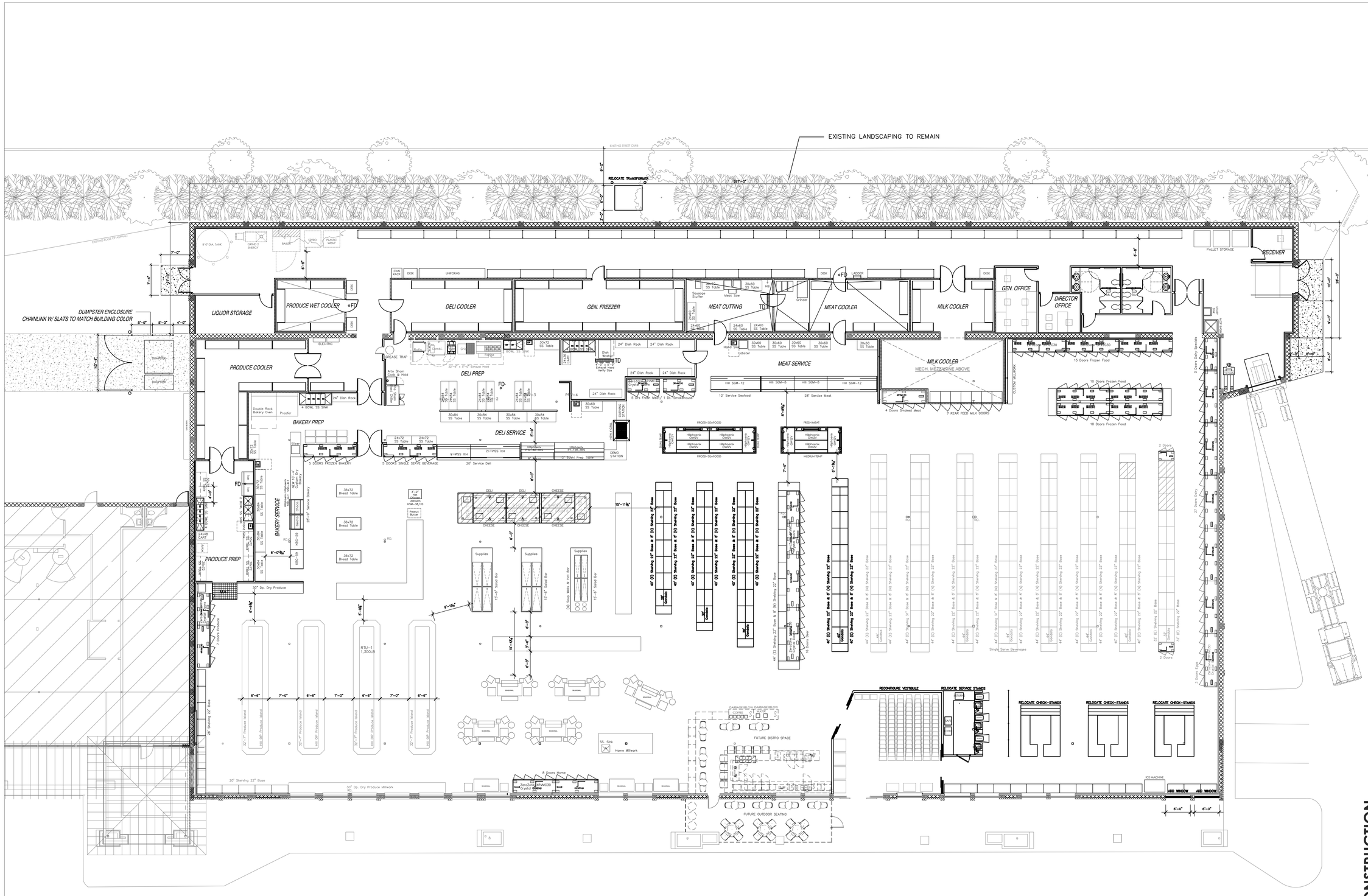

FIRST FLOOR PLAN
3/32" = 1'-0"

MADISEN MAHER

ARCHITECTS
700 W. VIRGINIA STREET, SUITE 604
MILWAUKEE, WI 53204
P: 414.277.8000
MADISENMAHER.COM

PROPOSED ADDITION TO :

SENDIK'S FOOD MARKETS

600 HARTBROOK DRIVE
HARTLAND, WI 53029

CLIENT

NICHOLAS BALISTRERI
7225 WEST MARCIA ROAD
MILWAUKEE, WI 53223

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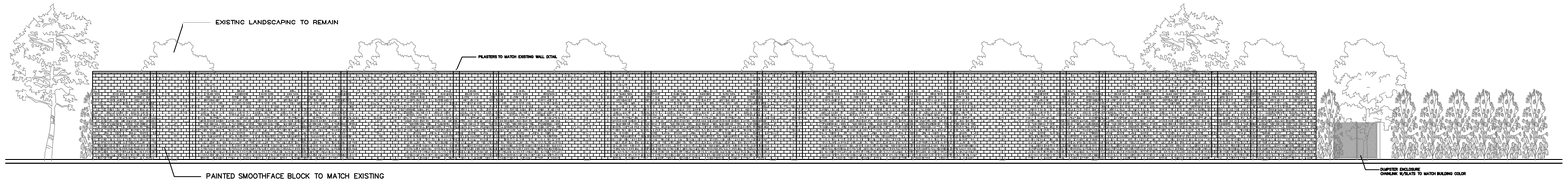
DATE	REV	ISSUE
07/26/19	#	VILLAGE SUBMITTAL
08/26/19	#	VILLAGE SUBMITTAL

PROJECT NUMBER	19-004
START DATE	04/10/2019
DRAWN BY	Author
CHECKED BY	Checker
SCALE	As indicated

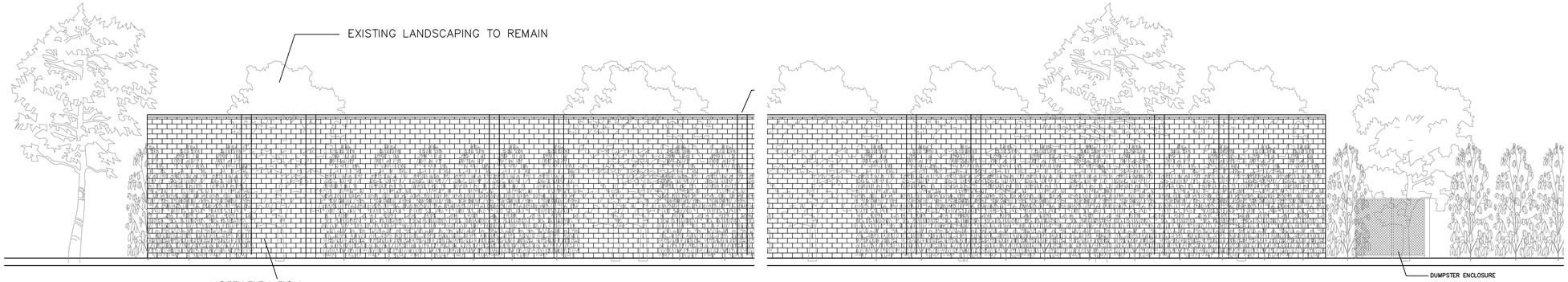
NOT FOR CONSTRUCTION

FLOOR PLAN

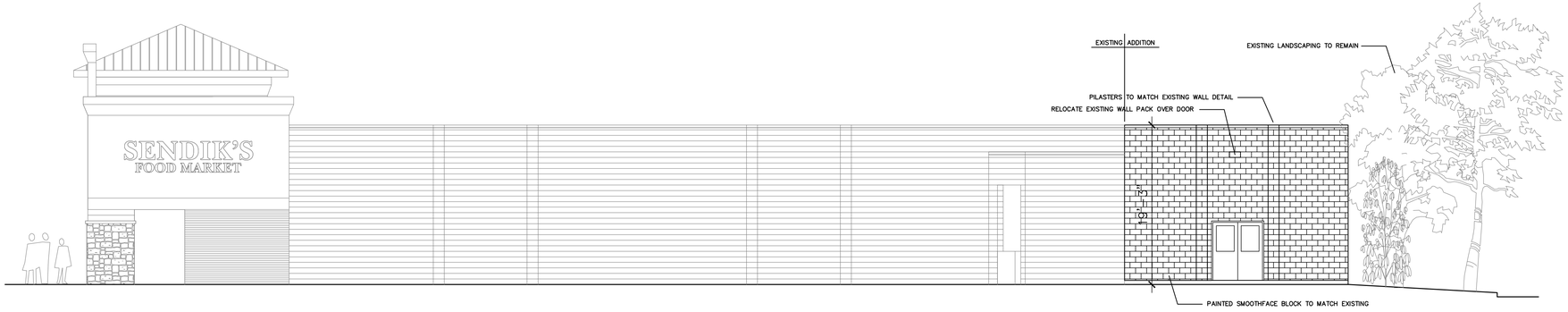
A1.00



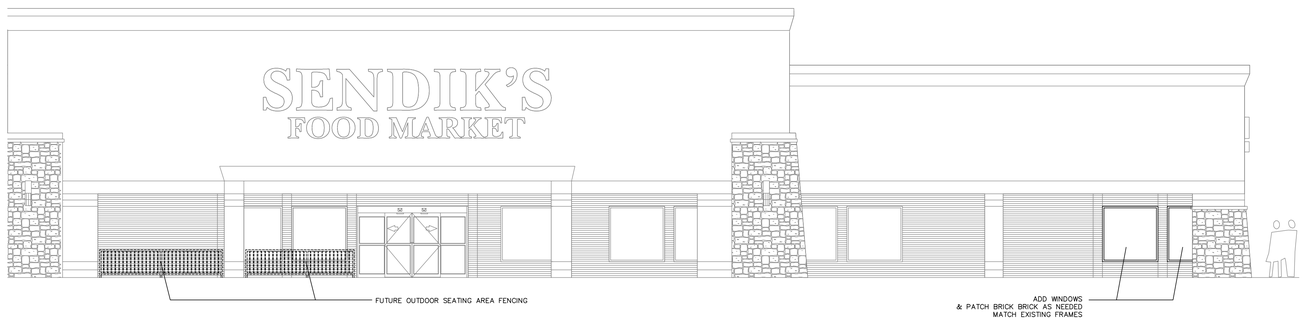
5 OVERALL NORTH ELEVATION
1/16" = 1'-0"



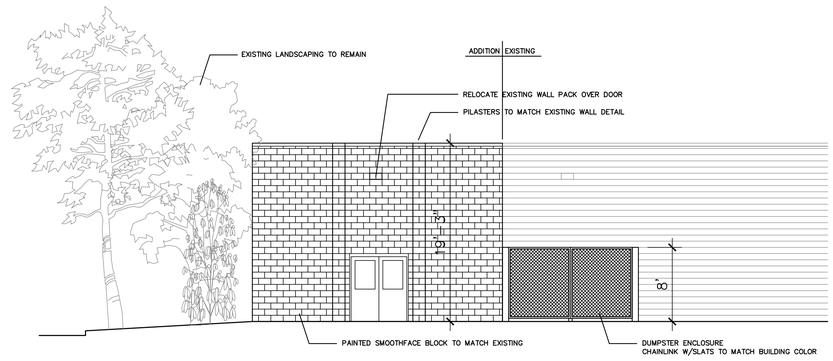
4 NORTH ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION
1/8" = 1'-0"



2 SOUTH ELEVATION
1/8" = 1'-0"



1 WEST ELEVATION
1/8" = 1'-0"

NOT FOR CONSTRUCTION

MADISEN MAHER
ARCHITECTS
700 W. VIRGINIA STREET, SUITE 604
MILWAUKEE, WI 53204
P: 414.277.8000
MADISENMAHER.COM

PROPOSED ADDITION TO :

SENDIK'S FOOD MARKETS

600 HARTBROOK DRIVE
HARTLAND, WI 53029

Sendik's FOOD MARKET

CLIENT
NICHOLAS BALISTRERI
7225 WEST MARCIA ROAD
MILWAUKEE, WI 53223

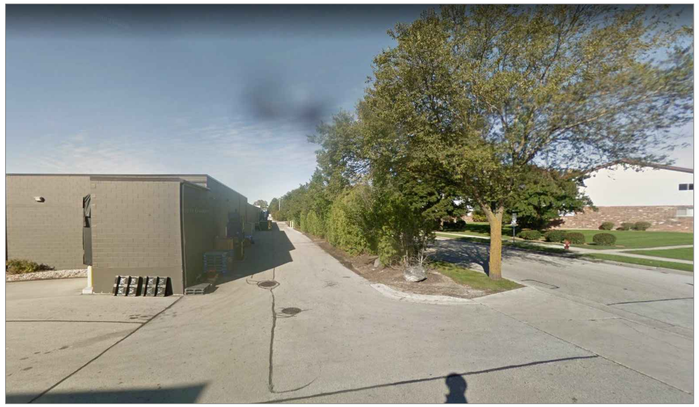
DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF MADISEN MAHER ARCHITECTS, WHETHER THE WORK FOR WHICH THEY ARE MADE BE EXECUTED OR NOT AND ARE NOT TO BE USED OR COPIED ON OTHER WORK EXCEPT BY WRITTEN AGREEMENT WITH MADISEN MAHER ARCHITECTS.

DATE	REV	ISSUE
07/26/19	--	VILLAGE SUBMITTAL
08/26/19	--	VILLAGE SUBMITTAL

PROJECT NUMBER	19-004
START DATE	04/10/2019
DRAWN BY	RRT
CHECKED BY	RRT
SCALE	1/8" = 1'-0"

EXTERIOR ELEVATIONS

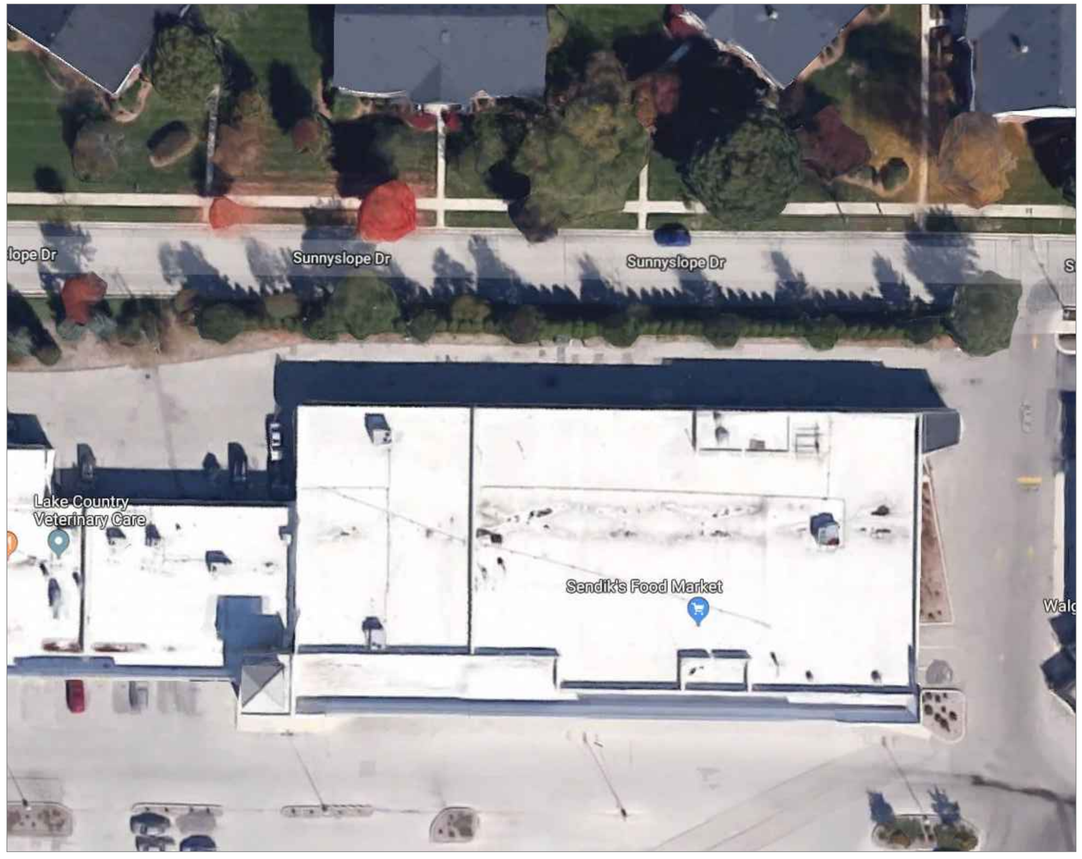
A2.00



3 EXISTING ALLEYVIEW LOOKING WEST
NOT TO SCALE

2 EXISTING STREETVIEW LOOKING SOUTHWEST
NOT TO SCALE

1 EXISTING STREETVIEW LOOKING SOUTHEAST
NOT TO SCALE



4 EXISTING AERIAL
NOT TO SCALE

MADISEN MAHER
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700 W. VIRGINIA STREET, SUITE 604
MILWAUKEE, WI 53204
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MADISENMAHER.COM

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PROJECT NUMBER	19-004
START DATE	04/10/2019
DRAWN BY	RRT
CHECKED BY	RRT
SCALE	1/8" = 1'-0"

NOT FOR CONSTRUCTION

EXISTING PERSPECTIVES

A2.01

2 VIEW LOOKING NORTHWEST
NOT TO SCALE

1 VIEW LOOKING SOUTHWEST
NOT TO SCALE

NOT FOR CONSTRUCTION

MADISEN MAHER
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MILWAUKEE, WI 53204
P: 414.277.8000
MADISENMAHER.COM

PROPOSED ADDITION TO :

SENDIK'S FOOD MARKETS

600 HARTBROOK DRIVE
HARTLAND, WI 53029

Sendik's FOOD MARKET

CLIENT

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7225 WEST MARCIA ROAD
MILWAUKEE, WI 53223

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DRAWN BY	RRT
CHECKED BY	RRT
SCALE	1/8" = 1'-0"

PROPOSED PERSPECTIVES

A2.02

418 MERTON LLC
W229N2494 COUNTY RD F
WAUKESHA WI 53186-1104

488 SUNNYSLOPE LLC
19125 ALTA VISTA DR
BROOKFIELD WI 53045

504 SUNNYSLOPE LLC
19125 ALTA VISTA DR
BROOKFIELD WI 53045

ANDREW D LEMKE
619 BELSHIRE DR
HARTLAND WI 53029-1801

ANTHONY D HEALD AND ANGELICA M SHNEYDER
730 BELSHIRE DR
HARTLAND WI 53029-1804

BONNIE & CLYDE
1509 N PROSPECT AVE
MILWAUKEE WI 53202

BRYAN LUFTER AND JACQUELINE LUFTER
405 HILL N DALE CIR
HARTLAND WI 53029

CHARLES H ZELLMER
540 MERTON AVE
HARTLAND WI 53029

CHRISTOPHER PARKER AND KRISTEN PARKER
408 HILL N DALE CIR
HARTLAND WI 53029-1503

CHRISTOPHER R KLAWITTER AND ROBERT M KLAWITTER
618 BELSHIRE DR
HARTLAND WI 53029-1802

CYNTHIA L CORRIGAN
612 BELSHIRE DR
HARTLAND WI 53029

DANTO WAGS LLC
WALGREENS COMPANY PO BOX 1159
DEERFIELD IL 60015-6002

DAVID ACKLEY AND CAROL ACKLEY
633 BELSHIRE DR
HARTLAND WI 53029

DAVID ERICKSON AND PAMELA ERICKSON
710 BELSHIRE DR
HARTLAND WI 53029

DAVID L VODNIK
604 BELSHIRE DR
HARTLAND WI 53029

DAVID P SCHOEPKE AND NICOLE L SCHOEPKE
327 MERTON AVE
HARTLAND WI 53029-1814

DOUGLAS V TURNER 2007 LIVING TRUST
402 HILL-N-DALE CIR
HARTLAND WI 53029

ERIC M GROSS AND CASSIE L GROSS
717 BELSHIRE DR
HARTLAND WI 53029-1803

EUGENE H & MARGARET A GOSLINE LIVING TRUST
563 GREENWAY TER
HARTLAND WI 53029

GLENN SCHROEDER AND MARY SCHROEDER
627 BRIARCLIFF CT
HARTLAND WI 53029

HARTLAND SENIOR LIVING LLC
700 N GREEN ST STE 401
CHICAGO IL 60642-5473

JACOB SCHNEIDER
613 GREENWAY TER
HARTLAND WI 53029

JAMES M SCAFFIDO
711 BELSHIRE DR
HARTLAND WI 53029

JEFFREY HALE AND MARY ELLEN HALE
635 BRIARCLIFF CT
HARTLAND WI 53029-1178

JEFFREY J CASTLES AND REBECCA H CASTLES
508 MERTON AVE
HARTLAND WI 53029

JEFFREY KRONEBERG AND CINDI KRONEBERG
593 GREENWAY TER
HARTLAND WI 53029

JEFFREY MEEHAN AND ALISON B MEEHAN
621 BRIARCLIFF CT
HARTLAND WI 53029

JOAN T DALEY
626 BELSHIRE DR
HARTLAND WI 53029

JOHN L UEBELE AND LINDA E UEBELE
536 MERTON AVE
HARTLAND WI 53029-1508

KATHLEEN M RILEY LIVING AND DEVOLUTION TRUST
615 BRIARCLIFF CT
HARTLAND WI 53029

KELVIN MAAHS AND JANE MAAHS
338 MERTON AVE
HARTLAND WI 53029

MARK RIESINGER AND KARLA RIESINGER
657 GREENWAY TER
HARTLAND WI 53029

MATTHEW CHRISTOPHER MILLER
419 HILL N DALE CIR
HARTLAND WI 53029-1502

MAX J & JUDITH HORWATICH TRUST
722 BELSHIRE DR
HARTLAND WI 53029

MICHAEL BUILDERS LLC
721 E CAPITOL DR
HARTLAND WI 53029-2207

MICHAEL RUNGE
513 PLEASANT DR
HARTLAND WI 53029

P M WALKER PROPERTIES LLC
143 E CAPITOL DR
HARTLAND WI 53029

PAMELA S RICK
716 BELSHIRE DR
HARTLAND WI 53029

PATRICK DECLEENE AND CYNTHIA G DECLEENE
627 BELSHIRE DR
HARTLAND WI 53029

PAUL D BIANCUZZO TRUST
632 BELSHIRE DR
HARTLAND WI 53029

PETER J KOWALSKI JR AND PETER J KOWALSKI
322 MEADOW LN
HARTLAND WI 53029

PETER JOHNSON AND PATRICIA JOHNSON
583 GREENWAY TER
HARTLAND WI 53029

PINE & WHINALL LLP
6980 INDUSTRIAL LOOP PO BOX 196
GREENDALE WI 53129

RICHARD E LANDWEHR AND CAROL L LANDWEHR
705 BELSHIRE DR
HARTLAND WI 53029

ROBERT N BERES AND AMANDA BERES
415 HILL N DALE CIR
HARTLAND WI 53029-1502

ROBERT WEDDIG AND CHRISTINE WEDDIG
632 BRIARCLIFF CT
HARTLAND WI 53029

ROSS A & KARLA A BLANK REVOCABLE LIVING TRUST
611 BELSHIRE DR
HARTLAND WI 53029

SCOTT CHILES AND LISA CHILES
414 HILL N DALE CIR
HARTLAND WI 53029

SCOTT GOURLEY AND LEIGH ANN GOURLEY
316 MEADOW LN
HARTLAND WI 53029

SHERI L ZETTL
328 MEADOW LN
HARTLAND WI 53029

ST CHARLES CONGREGATION
313 CIRCLE DR
HARTLAND WI 53029

STEVE MORTENSEN AND LYNN MORTENSEN
603 GREENWAY TER
HARTLAND WI 53029

STEVEN J KEYMAR AND KATHLEEN A KEYMAR
643 GREENWAY TER
HARTLAND WI 53029

SUSAN FLOR AND DANIEL FLOR
36543 NORMANDALE DR
OCONOMOWOC WI 53066-9458

TABETHA A MALECKI AND MARK MALECKI
704 BELSHIRE DR
HARTLAND WI 53029

TANNER J KNECHT AND SAMANTHA J KNECHT
660 GREENWAY TER
HARTLAND WI 53029-1184

THOMAS DIERBECK AND ROBERTA DIERBECK
573 GREENWAY TER
HARTLAND WI 53029

THOMAS E REBLIN
N27W27338 WOODLAND DR
PEWAUKEE WI 53072

TIMOTHY J CULHANE AND JAMES P CULHANE
723 BELSHIRE DR
HARTLAND WI 53029

TMPN HARTLAND LLC AND HARTLAND PLAZA LLC
11518 N PORT WASHINGTON RD STE 103
MEQUON WI 53092-3443

TONYA L BEREND
212 19TH CT
ANKANY IA 50021-4629

VANSISTINE MARITAL PROPERTY
REVOCABLE LIVING TRUST
530 MERTON AVE
HARTLAND WI 53029

VERONICA M MYERS TRUST
603 BELSHIRE DR
HARTLAND WI 53029

WAUKESHA STATE BANK
151 E SAINT PAUL AVE
WAUKESHA WI 53188-3701

WHPC-BREEZEWOOD II LLC
2 E MIFFLIN ST STE 801
MADISON WI 53703-2862

WHPC-DOMINIUM LLC
2 E MIFFLIN ST STE 801
MADISON WI 53703-2862

PLANNED UNIT DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF HARTLAND

AND

TMPN HARTLAND LLC

[INSERT DATE]

PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the _____day of _____ 2019, by and between TMPN HARTLAND, LLC a Wisconsin Limited Liability Corporation, (the "Developer") and the VILLAGE OF HARTLAND, a Wisconsin Municipality, (the "Village").

RECITALS

A. Developer is the owner of approximately 392,269 sq. ft. of real property consisting of a strip mall complex located in the Village of Hartland with a street address of _____, Waukesha County, Wisconsin and legally described on Exhibit A attached hereto (the "Site") and desires to redevelop a portion of the complex to allow for the internal expansion of a Sendik's grocery store (the "Project") which is its anchor tenant.

B. Developer desires to expand the easternmost portion of a 2 story brick and block building depicted on Exhibit B (Site Plan) and seeks dimensional yard modifications pursuant to Village of Hartland Ordinance § 46-804.

C. Upon consideration of a conceptual plan for the proposed development, it has been determined by the Plan Commission and Village Board that the proposed redevelopment is consistent with the relevant provision contained in the Village of Hartland Comprehensive Development Plan: 2035.

D. The Developer will not need to submit a proposed a Plat for the redevelopment of the Project.

E. Developer will submit for approval by the Village an ALTA/NSPS Certified Survey Map along with Final Construction and Building Plans for the Site for final approval by the Village Engineer in conformity with the recommendations of the Plan Commission accepted by the Village Board of Trustees.

F. The Village of Hartland is requiring that as conditions of its approval of development on the Site, Developer must make and install all improvements necessary to service the development of the Site as detailed on Exhibit C and that the acceptance of the dedication of all public improvements shall be contingent upon the construction of said improvements according to applicable State and municipal specifications and ordinances.

G. The Village Board hereby duly approves Developer's plans and specifications for the Project, conditioned upon Developer's entry into this Agreement.

H. Developer agrees to redevelop the Site as herein described in strict accordance with this Agreement.

FINDINGS

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

A. The proposed site will be provided with adequate drainage facilities for surface water and storm water as shown on Exhibit E and further conditioned on the Developer completing the implementation of same in accordance with Village ordinances and subject to Village Engineer approval.

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

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

D. The driveways on the site of the proposed redevelopment will be adequate to serve the customers and visitors of the proposed redevelopment and will meet the minimum standards of all applicable ordinances or administrative regulations of the Village.

E. Adequate centralized public water and sewer facilities will be provided.

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

G. The existing locations of entrances and exits have been determined to be adequate to prevent unnecessary interference with the safe and efficient movement of traffic on surrounding streets, and the redevelopment will not create an unreasonable adverse effect upon the general traffic pattern of the surrounding neighborhood. The site has been determined to contain sufficient parking in accordance with the requirements of the Village ordinances.

H. The size and design of the easternmost portion of the complex, its landscaping and other site redevelopment features in the Project will be compatible with the general character of the

Village and specifically to the surrounding neighborhood, and the design of the redevelopment will continue to result in an attractive and harmonious commercial complex compatible with and not adversely affecting the property values of the surrounding neighborhood.

I. Structure types will be compatible with other structural types permitted in the underlying basic use district.

J. Provision has been made for the installation of adequate storm water drainage facilities and the continuing maintenance and operation of such facilities.

K. Provision has been made for adequate, continuing fire and police protection.

L. The population density of the redevelopment will not have an adverse effect upon the community's capacity to provide needed school or other municipal service facilities since the Project does not include any residential component.

M. Adequate guarantee is provided for permanent preservation of open space areas.

NOW, THEREFORE, in consideration of the granting of final approval of the Certified Survey Map and Final Building and Landscape Plans for the Site by the Village, the covenants of the Village set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer does hereby agree to develop the Site as follows:

Section I. PUD Requirements

A. Developer shall comply with this Agreement.

B. The Project shall be limited by the Exhibits attached hereto.

C. The Project shall at all times comply with the requirements of the underlying zoning district encompassing the site.

Section II. Improvements**.**

Developer shall prepare the Site and construct the improvements on and off the Site described below (all at Developer's sole expense) in accordance with the Final Construction and Building Plans and specifications as approved by the Village Engineer and attached to this Agreement as exhibits ("Project").

A. Storm Sewer.

1. Developer shall, at its sole expense, construct, install, provide and relocate within Sunny Slope Drive storm sewer to service the Site and general area and which must perform in accordance with the plans and specifications set forth on Exhibit __ and at no cost to the Village. The construction of the storm sewer installation required hereunder shall be constructed so as to fully service the Project and shall consist generally of 600 feet of 15-inch RCP storm sewer, 2 manholes, 2 catch basins inlet leads, core drilled connection to existing manhole, disposal of existing soils, hauled in granular backfill and curb/gutter repair.
2. Upon completion of the storm sewer extension previously described serving the Site in accordance with the plans and specifications set forth on Exhibit __, Developer shall dedicate and the Village may accept and allow such extension to be connected to the existing Village storm sewer collection system.
3. The Village Board has no obligation to accept dedication of any component of any storm water improvements or to allow the improvements to be connected to the existing Village storm sewer collection system until the applicable components of the storm sewer have been installed in accordance with plans and specifications approved and accepted by the Village as set out in Exhibit __.
4. At its sole expense, Developer shall clean and televise the storm sewer system prior to its connection to the Village storm sewer system and shall provide a written report and DVD copy of the televised inspection thereof.
5. No final occupancy permits shall be processed or issued until the storm sewer extension system servicing the Site has been dedicated to, and accepted by, the Village.

B. Landscaping and Erosion Control.

1. Developer, and all its agents, contractors and subcontractors shall grade, seed and otherwise landscape the Site in strict compliance with the plans and specifications set forth on Exhibit __, and shall at all times remain in compliance with all applicable municipal and state erosion control restrictions and requirements. Developer shall complete required erosion control inspections and reports in accordance with the erosion control permit standards. Developer shall be responsible for costs of periodic compliance inspections of erosion control facilities that will be conducted by the Village Engineer or his designee.
2. If any erosion control facilities (including but not limited to bales, silt fence and berms) are washed out or otherwise rendered ineffective as determined by the Village Engineer or DPW Director or Building Inspector, Developer shall repair or replace said facilities within 48 hours of being so notified in writing by the Village Engineer or DPW Director or Building Inspector. If Developer fails to repair or replace said facilities within 48 hours of being so notified by the Village Engineer or DPW Director or Building Inspector

the Village may, but is not required to, repair or replace such facilities and charge 125% percent of all costs incurred by the Village in so reinstalling said facilities to Developer. The Village may collect this amount from any amounts payable to Developer that the Village is holding pursuant to this Agreement.

3. Developer shall, simultaneous with the execution of this Agreement, provide the Village a temporary access easement to the Village in the form attached hereto and incorporated by reference as Exhibit__ to permit repair or replacement of said facilities in the event of a default by Developer.

C. Signs, Pavement Markings and Lights.

1. Developer shall provide and install (subject to Village approval) all signs and pavement markings as specified in Exhibit ___.
2. Developer shall also provide and install lights for the Site as specified in Exhibit __ at no cost to the Village.

D. Hazardous Substances.

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

E. Street Trees.

1. Developer has provided a plan for the installation of street trees as shown in the Street Tree Plan set forth in the attached Exhibit __, which plan shall be in compliance with all applicable provisions of Chapter 90 of the Village Code of Ordinances pertaining to trees.
2. Upon application for a building permit for a given condominium unit, the Developer shall pay to the Village the cost of providing and planting trees as required by the Village Code and as identified on the Street Tree Plan as such cost is determined by the Village.

F. As Built Drawings

Developer shall, at its sole expense, furnish one set of reproducible "as built" plans for the Project improvements described in this Section II including the final location and elevation of the various improvements as required by the Village Engineer and/or Public Works Director including, but not limited to, storm sewer facilities, storm water facilities, street

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

Section III. Dedication.

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

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

C. Unless previously provided, simultaneous with the acceptance by the Village of any storm/surface water improvement for the Site, Developer shall, at its sole expense, furnish one set of reproducible "as built" plans of such public improvement. Reproducible plans shall be provided on Mylar or another similar media acceptable to the Village Engineer and to the Director of Public Works together with an electronic file copy of said plans compatible with the Village's GIS software prior to Village acceptance of dedication. Electronic plans

provided hereunder shall include GPS locations for manholes, inlets, valves and other structures.

Section IV. Miscellaneous Requirements and Provisions.

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

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

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

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

Section V. Time.

A. Provided that the Village grants approval to commence within fifteen (15) business days from the request by Developer and following the execution and recording of this Agreement and its Exhibits, Developer shall complete the following aspects of said improvements on the Site for the Project, all in compliance with the requirements of this Agreement, on or before the following dates:
   1. Installation of storm sewer collection systems servicing the Site pursuant to Exhibit __ on or before December 31, 2019.

B. Except as set forth in subsection C below, time is of the essence as to all deadlines set forth in this section. Upon failure of Developer to meet one or more deadlines specified in this

section, Village may (but is not required to) complete that aspect of the Project and charge Developer 125 percent (125%) of the actual costs incurred by Village in so completing that aspect of the Project. Village may draw upon the security provided in this Agreement for the payment of said charges against Developer.

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

Section VI. Payment of Village Fees.

1. Developer and Village acknowledge that the Village has caused a needs assessment study to be performed pursuant to Wis. Stat. § 66.55 and that the Village has enacted an ordinance (§ 50-232) that imposes impact fees pertaining to the Village's services and facilities. The Parties acknowledge that the ultimate customers of the Site will likely utilize these Village services and facilities and that the impact fees imposed by Village Ordinances are necessary to pay for the capital costs of the facilities in order to accommodate land development. Accordingly, Developer represents and warrants that it will pay to the Village impact fees, if applicable, in the then current amount in accordance with the Village Code upon application for building permits.
2. An inspection fee deposit, for inclusion in the Developer escrow maintained by the Village, in cash or check, in the amount of $_____ at the time of execution of this Agreement. Developer shall be responsible for actual inspection costs and fees incurred by the Village which shall first be deducted from such deposit.
3. Developer shall, in cash or check, continue to maintain an escrow balance with the Village of Hartland though which the Village will reimburse itself for legal, administrative, engineering and fiscal expenses paid by the Village on behalf of the Project. From time to time during the development process, after said escrow deposit is diminished by expenses incurred or to be incurred by the Village, the Village may require additional funds to be deposited into the escrow, which additional funds shall be paid within 30 days after written demand.

Section VII. Security for Payment and Performance of Developer's Obligations

Security Required. Prior to commencement of construction activities related to the Development, Developer shall deliver or cause to be delivered to the Village acceptable security equal to one hundred fifteen percent (115%) of the Village Engineer's cost estimate of all public

improvements (i.e. storm sewer, and other improvements) improvements for the Site shown on the applicable plans and specifications pertaining thereto (including, but not limited to, temporary and permanent landscaping and erosion control provisions, landscaping, seeding, and other improvements); and

A. Form of Security. Pursuant to §236.13 (2) (a) 1 of the Wisconsin Statutes, as determined by Developer, security provided hereunder shall be in the form of a performance bond or an original, irrevocable letter of credit issued by a federally insured banking institution, the financial condition of which is acceptable to the Village, naming the Village as payee and expiring no sooner than twelve months, and being in a form acceptable to the Village Attorney. It is the preference however of the Village that security be provided in the form of a letter of credit. The amount of such security shall reduce when work secured hereby is completed and dedicated to the Village.

B. Maintenance of Security. Security as described in this Section shall be renewed in a form acceptable to the Village Attorney no later than 30 days prior to its expiration and shall be maintained as described below for a period of time expiring 14 months after the improvements for which the security is provided are substantially complete in accordance with §236.13 (2) (a) 1., and §236.13 (2) (a) 2. of the Wisconsin Statutes which provides:

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

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

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

1. From time-to-time during the course of construction, Developer may request the Village Engineer and DPW Director to inspect the construction work completed to that date, and the Village Engineer and DPW Director, as agent of the Village, shall use its best efforts to make such inspection within seven (7) days after the request.
2. The request to inspect shall be accompanied by a certification prepared by Developer's engineer and stating the work completed, an estimate of the dollar value of the work

completed to date of the request and since Developer's engineer's last certification and that the work has been completed in a good and workmanlike manner and in compliance with the Plat and applicable plans and specifications.

3. The request for inspection shall also be accompanied by a certification from Developer's engineer estimating the cost to complete the remaining balance of the improvements, with the estimated dollar value of the improvements completed and the estimated cost to complete the remaining improvements being on a form and presented in a manner reasonably acceptable to the Village Engineer and DPW Director.
4. Prior to reduction of the security amount, Developer shall deliver to the Village a sworn contractor's statement and appropriate photocopies or originals of lien waivers showing that all work in place and for which a reduction in the security is requested has been fully paid for or that all mechanic's or other liens have been waived.
5. The Village Engineer and DPW Director shall approve a reduction in the Security provided the following are met:
    i. Receipt of the required documentation from the Developer
    ii. Inspection by the Village Engineer
    iii. Certification by the Village Engineer to the Village and to the financial institution issuing any letter of credit:
        1. The dollar value of the work completed to the date of the request for inspection and since the last certification by the Village Engineer
        2. That the work has been completed in a good and workmanlike manner and in compliance with the Plat and the applicable plans and specifications
        3. That no mechanic's or other liens will attach to the Site or to any property of the Village as a result of the installation of the improvements
        4. That Developer's engineer's or Village Engineer's estimate of the dollar value of the work completed and the cost to complete the remaining improvements are reasonable.
    iv. The balance remaining in the security is at least equal to one hundred percent (100%) of the cost to complete all the remaining public improvements plus fifteen percent (15%) of the total cost of any completed improvements.

D. Release of Security Upon Completion. Upon final completion of all of the improvements, the acceptance by the Village of the development and posting of any required warranty or maintenance bond security, the then remaining balance of the security shall be released and returned, after first drawing upon the security for any fees and costs due and owing to the Village pursuant to all applicable ordinances and this Agreement.

E. Return of Excess Proceeds After Default. In the event of default by Developer under this Agreement, if any of the security funds remain in the possession of the Village after all of the public and private improvements have been completed in a good and workmanlike manner and in accordance with the applicable Final Plat and applicable plans and specifications, all warranty or maintenance obligations satisfied and all fees, costs and expenses of the Village, including reasonable attorney's fees, engineering fees, consultant fees, or other out-of-pocket expenses incurred in completing the improvements, in releasing liens thereon in paying for work completed prior to default are paid, or other costs incurred as a result of the default of Developer; then any remaining balance shall be paid to Developer, subject to any claim to said funds exerted by any financial institution issuing any letter of credit given as security.

Section VIII. Guarantee of Improvements.

A. Guarantee. Developer guarantees that all materials and workmanship furnished by Developer pursuant to this Agreement shall meet or exceed all state, federal and local requirements and specifications and that the public improvements are and will remain in good and sound condition for and during a period of twelve (12) months from the date of final acceptance of dedication by the Village.

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

C. Obligation to Repair. Developer shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of Developer's guarantee and shall leave the improvements in good and sound condition, satisfactory to the Village and Village Engineer and DPW Director at the expiration of the guarantee period; provided, however, Developer's obligation to repair shall not extend to repairs necessitated by or

related to any act, omission, neglect or misconduct of the Village, its agents, employees or contractors (and the guarantee security may not be drawn against in such instances).

D. Notice of Repair. If during a respective guarantee period, the improvements shall, in the professional opinion of the Village Engineer and DPW Director, require any repairs or replacements which in his judgment are necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, Developer shall, upon written notification by the Village Engineer and DPW Director of the necessity for such repairs, make such repairs, at its own cost and expense. Should Developer fail to make such repairs within a reasonable time after written notice has been sent as provided herein, or fail to start work within fourteen (14) calendar days after such written notice, weather permitting, the Village may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the Village may draw upon said guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the cost or expense incurred by the Village in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, the Developer shall, within thirty (30) days of being invoiced by the Village, pay 125 percent of any excess cost or expense actually incurred in the correction process.

E. Maintenance Prior to Acceptance. Developer shall maintain the public improvements until such time as they are accepted by the Village in dedication. This maintenance shall include routine maintenance. In cases where emergency maintenance is required the Village retains the right to complete the required emergency maintenance in a timely fashion and bill Developer for all actual associated costs. The Village shall not be responsible for snow removal prior to acceptance of the public street improvements except as set forth in subsection II. A. 2 unless mutually agreed in writing signed by both parties hereto to the contrary. All improvements shall be maintained so they conform to the applicable plans and specifications attached as exhibits to this Agreement at the time of their acceptance by the Village.

Section IX. Method of Improvement.

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

Section X. Zoning.

The Village does not guarantee or warrant that the subject lands of this agreement will not at some later date be rezoned. *It is hereby agreed that the PUD Planned Unit Development Overlay District shall not be effective until this Agreement is fully executed and the Agreement is recorded with the Waukesha County Register of Deeds.*

Section XI. Indemnification and Insurance.

A. Indemnification.

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

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

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

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

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

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

C. Proof of Insurance Coverage for Village. Developer shall furnish to the Village, prior to commencement of construction or Site preparation activities, evidence of the issuance of policies covering the above recited insurance requirements and an endorsement to those policies evidencing that the Village, its officers, employees and agents and the Village Engineer have each been added as an additional insured on a primary and non-contributory basis. An Acord 25 Certificate WILL NOT BE ACCEPTABLE BECAUSE OF ITS SELF-NULIFYING INITIAL TWO PARAGARPHS.

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

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

Section XII. General Conditions and Regulations.

. This Agreement shall not be deemed to modify or suspend any provisions of the Village Ordinances (now existing or as subsequently amended) relating to the development or use of land. All such provisions shall apply to the Project in accordance with applicable law.

Section XIII. Assignment.

Developer shall not assign this Agreement without the prior written consent of the Village.

Section XIV. Amendments.

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

Section XV. Exculpation of Village Elected and Appointed Officials in Personal Capacity.

The parties agree that the President, Village Clerk, Board of Trustees and Plan Commission of the Village of Hartland, whether or not each may be a signatory to this Agreement acts solely in each's respective official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

Section XVI. Miscellaneous Provisions

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

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

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

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

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

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

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

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

TMPN HARTLAND LLC

By:_____
_____, Managing member

VILLAGE OF HARTLAND

By:_____
Jeffrey Pfannerstill, Village President

Attest: _____
Darlene Igl
Village Clerk

565

State of Wisconsin }
}ss.
County of Waukesha }

Personally came before me this _____ day of _____ the above named _____, Managing Member of TMPN HARTLAND LLC, who executed the foregoing instrument.

_____

Notary Public

Commission expires: _____

State of Wisconsin }
}ss.
County of Waukesha }

Personally came before me this _____ day of _____ the above named Jeffrey Pfannerstill, who executed the foregoing instrument.

_____

Notary Public

Commission expires: _____

State of Wisconsin }
}ss.
County of Waukesha }

Personally came before me this _____ day of _____ the above named Darlene Igl, who executed the foregoing instrument.

_____

Notary Public

Commission expires: _____

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

Village of Hartland/Flanagan – Dorn Post 294 American Legion Nixon Park and Canteen Agreement (Revised 8/27/2019)

WHEREAS, the Village of Hartland (hereinafter "Village") owns and maintains a canteen in the Nixon Park in the Village; and

WHEREAS, the canteen is frequently used by Flanagan – Dorn Post 294 American Legion (hereinafter "Flanagan – Dorn Post") when games are being played on the ball field,

NOW THEREFORE, THE VILLAGE AND HAAA HEREBY AGREE AS FOLLOWS:

1. The Flanagan – Dorn Post will apply for all necessary permits required by Village to sell fermented malt beverages and food product.

2. Neither the Flanagan – Dorn Post nor any other agency may place any advertising, names or logos on the Village property without prior written approval from the Village Park and Recreation Board and Village Board.

3. The responsibility and authority to schedule and allow use of the ball field and canteen for all Flanagan – Dorn Post league play and/or any tournaments or other users shall remain solely with the Village. When other users are permitted by the Village to use the facilities, it shall be Flanagan – Dorn Post's responsibility to secure their equipment and food product prior to the permitted use. It is acknowledged that the Flanagan – Dorn Post owns certain equipment within the canteen and retains the right to schedule use of their equipment for associated food and beverage sales.

4. The Flanagan – Dorn Post shall thoroughly clean the canteen area and remove all equipment and materials from the canteen with the exception of the refrigerators, before October 15th of the year of this agreement. Any electrical devices shall be turned off and unplugged by the above date.

5. This Agreement is for a period of one year from the date hereof, at the end of that period, the agreement will automatically renew for an additional one-year term unless cancelled by Village Board action. The Village may modify the agreement or, if cancelled, require that Flanagan – Dorn Post, at their sole expense, remove all of their equipment and restore all Village property to its condition prior to installation of these items (see item eleven). Flanagan – Dorn Post may, with the Village Park and Recreation Board approval, donate these items to the Village. The Agreement will be reviewed annually by the Village Park and Recreation Board based on input from the Village Staff and the Flanagan – Dorn Post.

6. The Flanagan – Dorn Post will provide to the Village one set of keys to any locks in the canteen. This will not include any refrigerators where their product is stored.

7. The Flanagan – Dorn Post will provide to the Village a Five Hundred ($500.00) dollar deposit that will be refunded if clean-up is satisfactorily completed by September 1st. This may be retained by the Village if damage, other than vandalism, has occurred or cleaning of the facility is required. The Village would charge the current contract labor rate plus 50% for fringe benefits, any material costs and a 3% administrative charge for billing purposes.

DRAFT

Village of Hartland/ Flanagan – Dorn Post 294 American Legion Nixon Park and Canteen Agreement (Revised 8/27/2019)

8. The Flanagan – Dorn Post will pay for fifty percent (50%) of the electric utility costs during the months of field use, typically; June and July. Additional months may be added if there are scheduled games or tournaments in other months. This will be billed on a monthly basis with the Flanagan – Dorn Post given 30 days to pay the Village.

9. Neither the Flanagan – Dorn Post nor any other agency shall make any modifications/alterations to the facility without prior written approval of the Village.

10. The Flanagan – Dorn Post shall be responsible for keeping the facilities in a clean and sanitary condition at all times. This includes all trash pickup in the park after game use; sweeping around the canteen; general housekeeping in the canteen and rest rooms that includes restocking of toilet paper; and removal of debris in and around the bleachers and dugouts.

11. The Flanagan – Dorn Post shall indemnify, defend and hold harmless the Village of Hartland and its elected officials, board members and employees from and against any and all claims, costs, expenses, losses, damages, demands, actions or causes of action which may be asserted against or incurred by Village as a result of Flanagan – Dorn Post use of the property or Flanagan – Dorn Post items used on property. Flanagan – Dorn Post shall also maintain its own property and liability insurance that insures its property and damages that may result to Village property under any and all peril. A certificate of insurance shall be provided to the Village at the beginning of each year.

12. The Flanagan – Dorn Post will be required to maintain, throughout the period of recreational activities, insurance with coverage as provided below:

A. Comprehensive General Liability Insurance in an amount of at least $1,000,000. The policy must include the Village and its agents, officers and employees as “additional insured”.

B. Comprehensive Professional Liability Insurance in an amount of a least $500,000 for coverage to insure the activities of the coaches, manager, administrators and officers of the organizations engaging in recreational activities on Village park land is recommended, but not required. The policy should include the Village and its agents, officers and employees as “additional insured”.

The Flanagan – Dorn Post will be required to maintain, throughout the period of sale of alcoholic beverages, the appropriate alcohol licensing and insurance with coverage as provided below:

A. Comprehensive Liquor Liability Insurance in an amount of at least $1,000,000. The policy must include the Village and its agents, officers and employees as “additional

insured". A Certificate of Insurance evidencing the issuance of a policy covering this insurance requirement must be provided to the Village prior to this activity.

Village of Hartland/ Flanagan – Dorn Post 294 American Legion Nixon Park and Canteen Agreement (Revised 8/27/2019)

13. The Flanagan – Dorn Post shall be responsible for the maintenance and or removal/donation of the following items if this agreement is not renewed.

Canteen interior

A. Refrigerator unit

Dated this _____ day of _____, _____.

Village of Hartland

By: _____

Jeffery Pfannerstill, Village President

Flanagan – Dorn Post 294 American Legion Representative

By: _____

Printed Name: _____

Title: _____

DRAFT

MEMO

TO: **Ryan Baley/Village Administrator**

FROM: **Michael D. Gerszewski/Operation Supervisor**

DATE: **September 18, 2019**

SUBJECT: **2019 Salt purchase**

The Village uses salt as part of its snow and ice control efforts. Historically the Village commits to purchasing 1,600 tons. This year we committed to 2,200 tons due to the early spring storms that required a lot of salt being applied to the roads. There is an early fill and a seasonal fill with a 20% reserve. We are taking 1,220 tons early fill and 1,000 tons season fill. We will have 440 tons in reserve that we are not required to take. We join other communities on the State bid to get the best price. One requirement is that we must fill the salt dome with the early fill.

Last year's salt price was $69.88 per ton. This year's price came in at $74.07. That is a 5% increase. I am speculating that the price increase is due to the salt used in southwest Wisconsin in the spring this year.

In the winter of 2019 we checked pricing on the open market and the cost of salt was more than double of what we paid.

I am requesting the Village board affirm the purchase of 2,220 tons of salt for the 2019-2020 season at a cost of $74.07 per ton for a total of $164,435.40. The season fill order will not be purchased this year unless needed ($74.070)

cc: Darlene Igl/Village Clerk