

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

Roll Call

1. Consideration of a motion to approve the Jt. Architectural Board/Plan Commission minutes of September 17, 2018.
2. Architectural Board review and consideration of an application for a sign for Lake Country Bed Barn, 365 Cottonwood Ave.
3. Architectural Board review and consideration of an application for a sign for Anytime Fitness, 520 Hartbrook Drive.
4. Architectural Board review and consideration of an application for a sign at Evert-Luko Funeral Home at 1700 Warren Avenue.
5. Architectural Board review and consideration of an application for a sign for Speech/Language Therapy for Kids, LLC. At 119 E. Capitol Drive.
6. Plan Commission review and consideration of actions and items related to The Glen at Overlook Trails, a condominium development on the property located at and adjacent to N56 W28628 CTH K (Lisbon Road). Actions and items include annexation, zoning of the property, Planned Unit Development and Upland Conservancy Overlays and Preliminary Plat.
7. Adjourn

David E. Cox, Village Administrator

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

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

## MEMORANDUM

**TO:** Plan Commission

**FROM:** David E. Cox, Village Administrator 

**DATE:** October 12, 2018

**SUBJECT:** The Glen at Overlook Trails

As the Commission undertakes its second review of the Neumann-proposed single-family condominium development called The Glen at Overlook Trails (Overlook Trails), I believe it is focused on three main questions with a variety of sub-questions. Namely,

1. What will the connection to Southern Oak be?
2. Will the roads be public or private?
3. What changes to the Isolated Natural Resource Area (INRA) will be allowed?

### **Southern Oak**

The Plan Commission will need to determine its recommendation for Southern Oak. The plan, as currently proposed by Neumann, includes no road connection; only an emergency access path. At the end of the September meeting, the road connection was discussed again and a suggestion was made that a road reservation could be made in the area of the emergency access path so that if, in the future, the Village felt the full road connection was needed, the space would be available. As a reminder, the Comprehensive Plan and the various neighborhood plans used during the consideration of the Plan show a connection there. However, in most cases, no connection to CTH K is shown; Southern Oak was to be the access to this site as well as the parcel to the east. The acquisition by the Village of a “road reservation” or even full ROW in this area but no road (only emergency access) could be a good compromise. For example, the emergency path in the Sanctuary is contained within a full ROW. Further, a full ROW was dedicated in Four Winds West that would provide connection to the property to the north but no road was installed. The emergency access path serves as a secondary access to the development while no other access is available. By acquiring a space for a future road now, the Village ensures that it could build a road at that location if needed.

### **Public v. Private Roads**

With regard to the matter of public versus private roads, I offer the following. Neumann has proposed private roads for the purpose of achieving the design approved in concept by the Plan Commission and Village Board. The developer’s proposal is that the roads be private with a 40-foot wide public use and maintenance agreement whereby the Village would perform all of the maintenance; not the property owners. My recommendation in such a situation is to call the road what it is – a public road. If that is the determination, provide public roads with a 60-foot wide ROW, which allows normal use for driving, Village use for utilities now and in the future as well

as maintenance by the Village. Via the PUD process, the Village is reducing the setback and separation requirements to allow development as agreed and it would specifically include a reduction of the street yard setback to accommodate the across-the-street separation. There was some discussion about whether the Village's regulations would accommodate a plan with 60-foot ROW. The recommended RS-1 District of the Zoning Code, which becomes the controlling regulation during detailed review the development, allows up to 2 units per net acre. With that density provision, the development as conceptually approved is able to move forward with full sized ROW and still accommodate the 50 units.

### **INRA**

As the attached detailed information about the southern edge of the INRA and the draft landscape plan show, while there are some significant trees in the area impacted by the cul de sac and the emergency access road, they are "replaced" in the landscaping plan. As such, because it is not likely the road/emergency path can be reasonably adjusted to avoid the trees, the trees could be removed and replaced elsewhere on the site. The developer is still looking at the matter of trees that would be impacted for the installation of sanitary sewer, which runs through the mid-section of the INRA, and for storm water facilities. However, the developer points out that the sewer is likely to follow existing large trails already cut and maintained in the INRA and the ponds may occupy existing low spots that may be occupied by lower quality trees.

### **Future Process**

In terms of the rest of the consideration process, I offer the following. It seems that all of the pieces are not quite together and ready for the approval consideration to occur in October. Therefore, I recommend that at its meeting on Monday, the Plan Commission finalize its intended recommendations regarding:

- Southern Oak as to whether it will connect to Overlook, will forever be an emergency path or will also have a road reservation for a future road at the Village's discretion.
- Public v private roads.
- INRA/UCO Zoning Boundaries
- Annexation
- Parcel zoning – RS-1 with PUD and UCO overlays
- Other matters related to conditions of the PUD overlay and the Developer Agreement

The Commission would not take final action to make a recommendation to the Village Board. Based on the Commission decisions on Monday, the developer will need to prepare a CSM, which is necessary under State Law to dedicate right of way and to combine the two parcels since these actions cannot be done via condo plat. The CSM will accomplish those tasks and allow the Condo Plat to be approved based on the lot(s) create in the CSM. Upon receipt of that last piece and drafting of documents, the Commission would be able to review the proposed

Plan Commission - The Glen at Overlook Trails

October 12, 2018

Page 3

PUD agreement and Developer Agreement documents (or a single document covering both) at its meeting on November 19 and make its recommendations to the Village Board.

At the Village Board meeting on Monday, October 22, the Village Board would hold the public hearing on the presumed zoning of RS-1 with PUD and UCO overlays. It would hold the first reading of the draft Annexation and Zoning ordinances and have discussion on the intended recommendations of the Plan Commission. It would not be expected to take any other action.

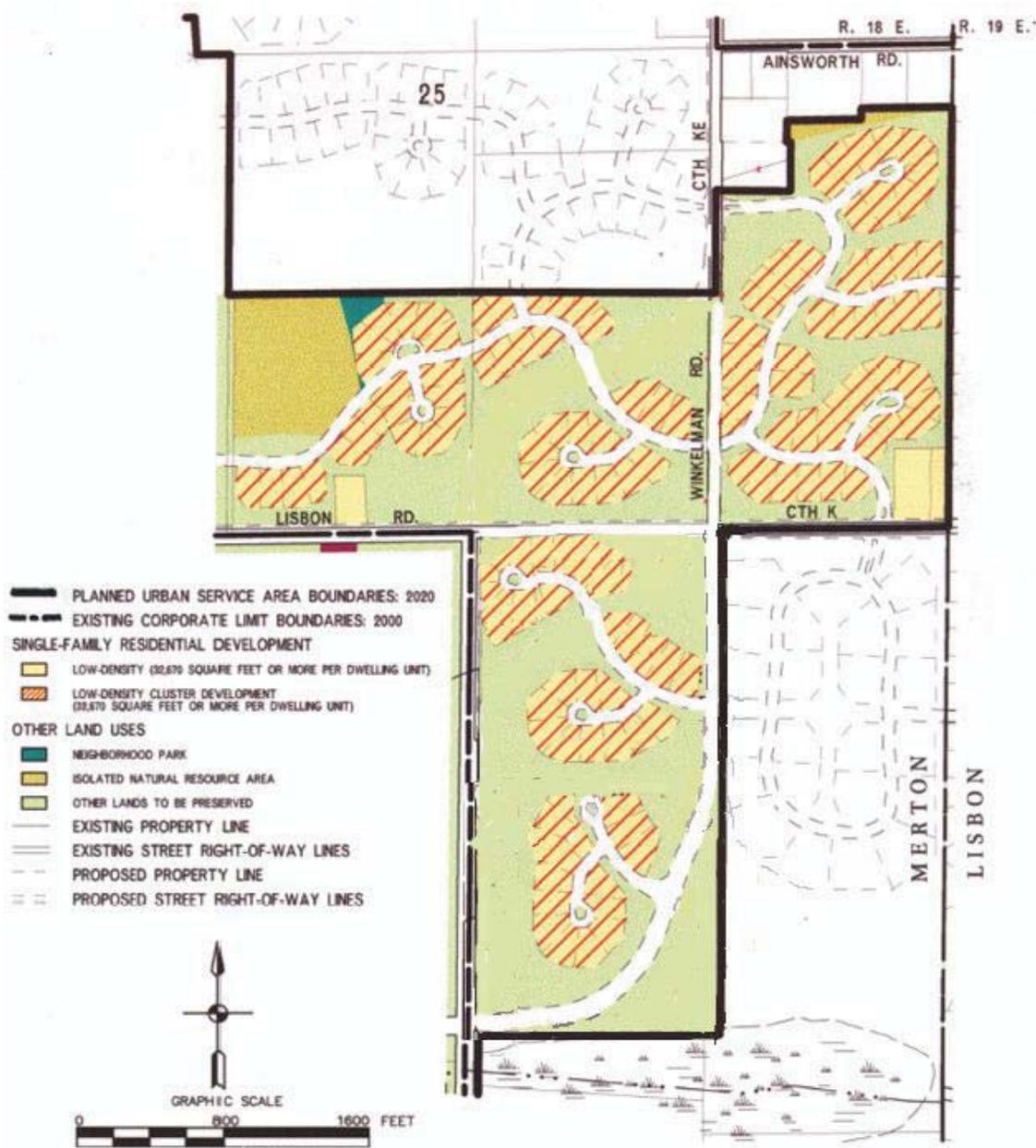
As noted above, in November, the Plan Commission would review the PUD and Developer Agreement document(s) and make final recommendation on the Annexation, zoning (RS-1, PUD, UCO), PUD/Developer Agreements, CSM and condo plats. The Village Board would then, on November 26, consider the Annexation and Zoning ordinances as well as the other action items of agreement(s), CSM and plat.

DCOverlook Trails

cc: President and Village Board  
Scott Hussinger, Building and Zoning Official  
Ryan Amtmann, Village Engineer  
Developer

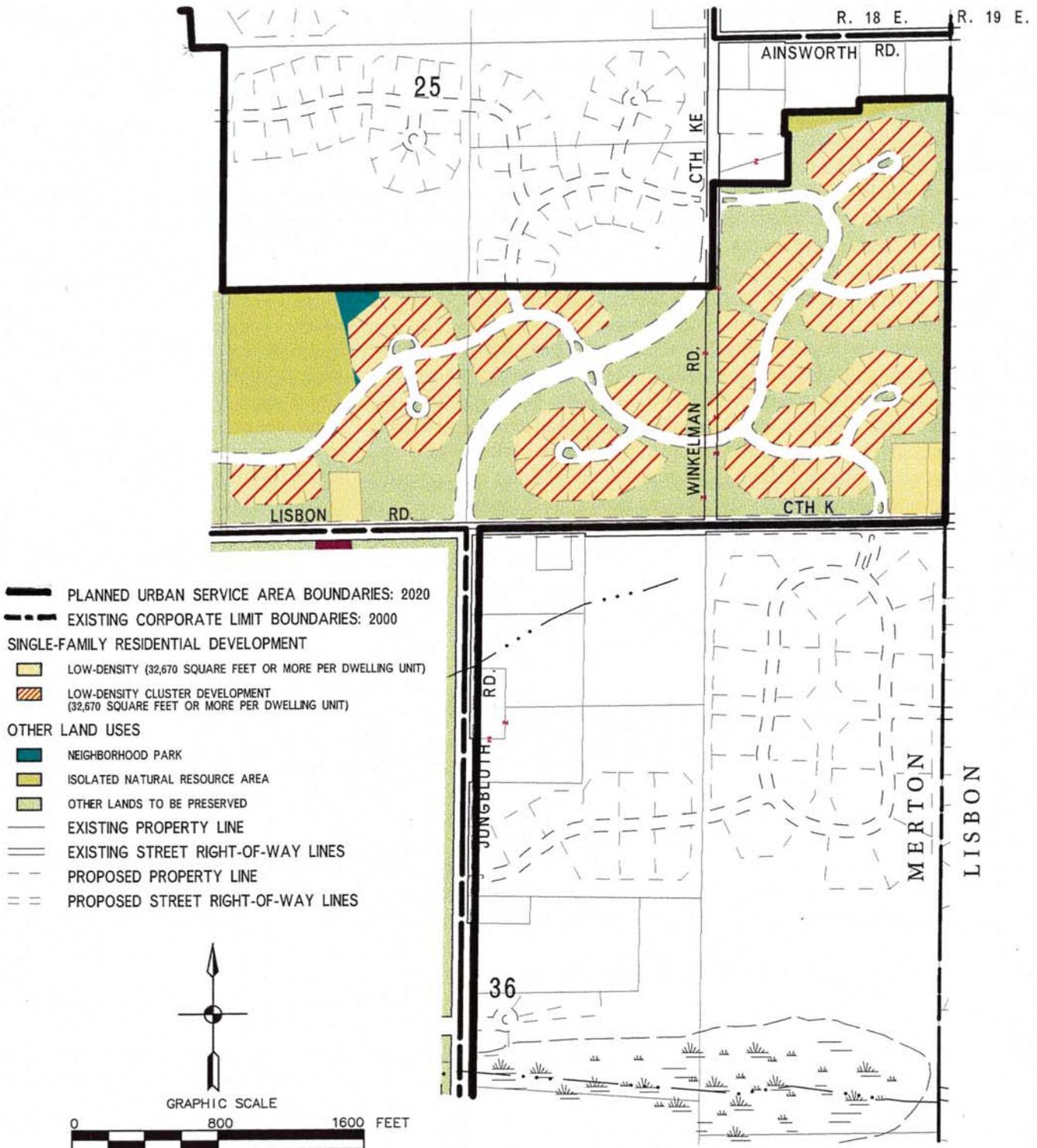
Map 9-7

ALTERNATIVE LAYOUT FOR THE NORTHEAST PORTION OF THE  
VILLAGE OF HARTLAND PLANNED URBAN SERVICE AREA AND ENVIRONS: 2035



Source: SEWRPC  
and The Village of Hartland Comprehensive Plan: 2020

ALTERNATIVE LAYOUT FOR THE NORTHEAST PORTION OF THE VILLAGE OF HARTLAND PLANNED URBAN SERVICE AREA AND ENVIRONS



**Additional Alternative Neighborhood Layout  
Northeast Area**



12650 W. NORTH AVE., BLDG. D.  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481  
EMAIL: j\_purdusko@trioinc.com

**Future Possible Single Family  
Neighborhood Summary Table**

Jungbluth Farms & Charles Jungbluth Land = 39.42 acres	RS-1 Setbacks:	40'
SEWRPC Wetland Area = 2.12 acres	Street Setback =	20'
(Excluding CTH KE Right-of-Way = 0.74 acres)	Side Yard Setback =	35'
John & Trudy Gebhard = 38.83 acres	Min Rear Yard Setback =	75'
Future Zoning: RS-1 Single Family Residential District	CTH KE Setback =	
Village of Hartland		
Min Lot Size = 22,000 s.f.		
Min Lot Width = 110'		

**Future Neighborhood Plan**

Lisbon Road, Village of Hartland, WI

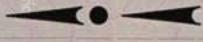
Developed By:

NEUMANN  
- DEVELOPMENT, INC. -

N27 W24025 Paul Court  
Pewaukee, WI 53072

DATE: 02/19/2018

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



"Sandhill" Subdivision

INRA (SEWRPC 200)

Metlao (SEWRPC 200)

INRA (SEWRPC 200)

PROPOSED VILLAGE  
ENTRANCE TO VILLAGE  
PUBLIC PROPERTY

Jungbluth Condominiums

CTH KE

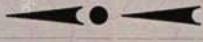
ENTRANCE DRIVE  
TO FUTURE CTH KE  
RESID. ZONES

Developed By:

N27 W24025 Paul Court  
Pewaukee, WI 53072

DATE: 02/19/2018

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



"Sandhill" Subdivision

INRA (SEWRPC 200)

Metlao (SEWRPC 200)

INRA (SEWRPC 200)

PROPOSED VILLAGE  
ENTRANCE TO VILLAGE  
PUBLIC PROPERTY

Jungbluth Condominiums

CTH KE

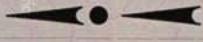
ENTRANCE DRIVE  
TO FUTURE CTH KE  
RESID. ZONES

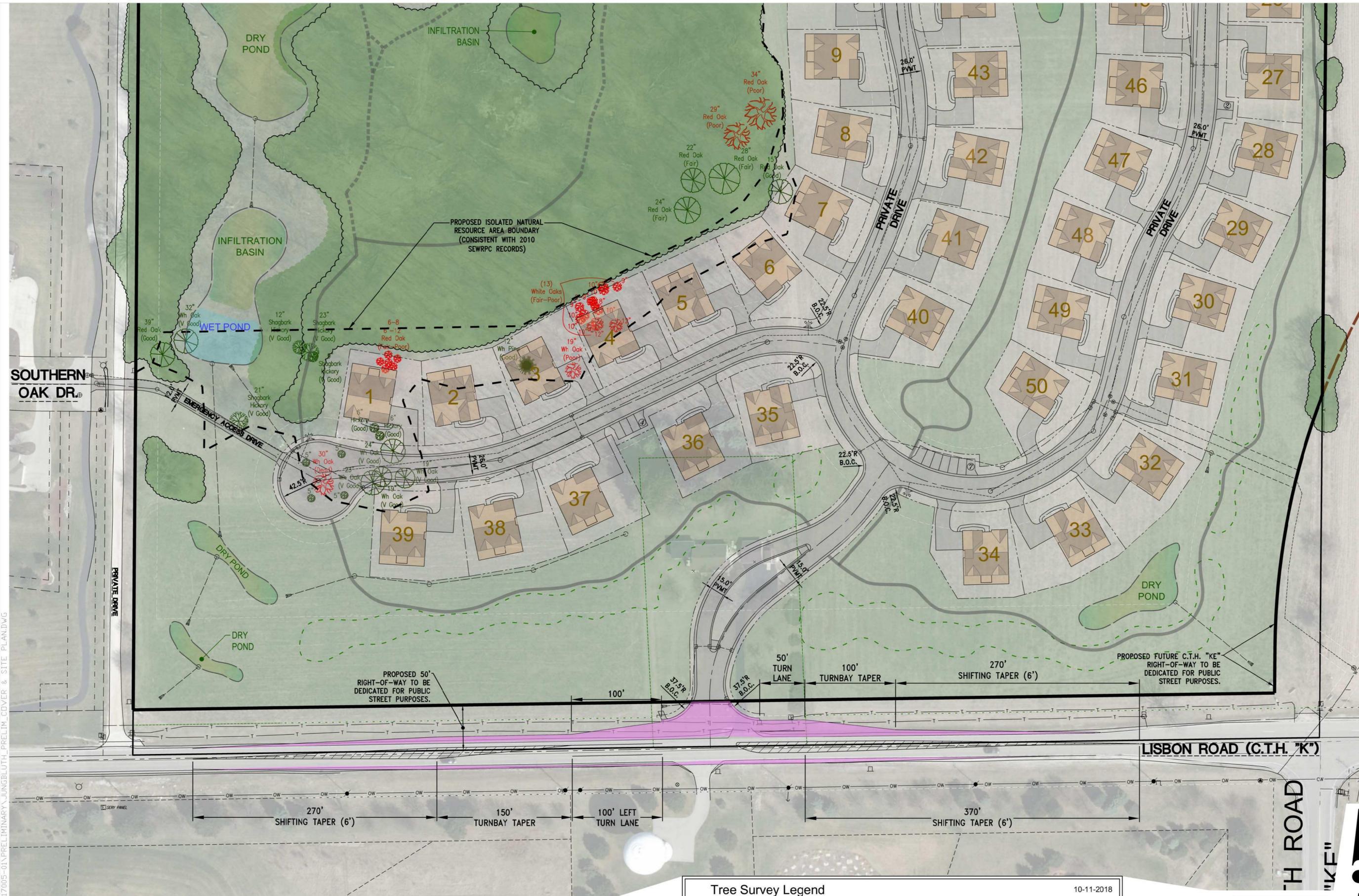
Developed By:

N27 W24025 Paul Court  
Pewaukee, WI 53072

DATE: 02/19/2018

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





SOUTHERN OAK DR.

PRIVATE DRIVE

PRIVATE DRIVE

PRIVATE DRIVE

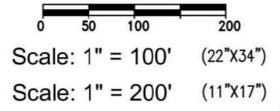
LISBON ROAD (C.T.H. "K")

TH ROAD  
"KE"

Tree Survey Legend

10-11-2018

	19" - DBH Wh Oak (Poor) - Condition	Indicates existing tree in poor or dead condition		24" - DBH Wh Oak (V Good) - Condition	Indicates existing tree in Fair, Good or Very Good condition
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12660 W. NORTH AVENUE, BLDG. D  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481  
EMAIL: jpuudelko@trioeng.com

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

**REVISION HISTORY**

DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

**DATE:**  
AUGUST 27, 2018

**JOB NUMBER:**  
17005

**DESCRIPTION:**  
SITE PLAN  
- SOUTH

**SHEET**

**C1.2**

H:\C900\953\17005-01\PRELIMINARY\JUNGLUTH\_PRELIM\_COVER & SITE\_PLAN.DWG

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

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



PROPOSED GARDEN DESIGN FOR:  
**THE GLEN AT  
 OVERLOOK TRAILS**  
 VILLAGE OF HARTLAND  
 WAUKESHA COUNTY, WISCONSIN

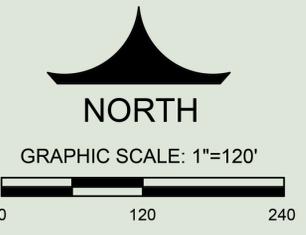
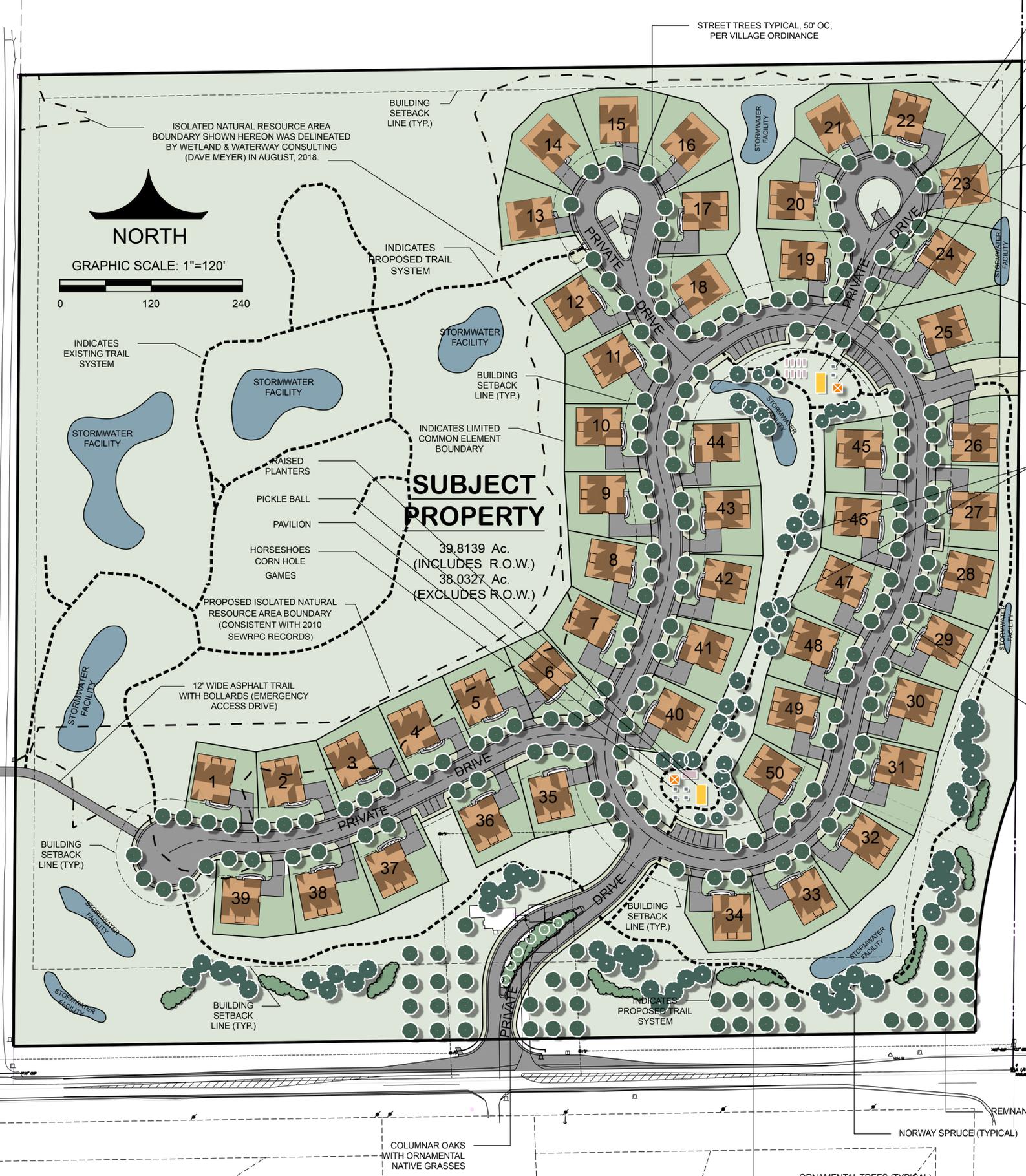
**GARLAND ALLIANCE**  
 LANDSCAPE ARCHITECTS



5707 6th AVENUE  
 Kenosha, WI 53140  
 (414) 688-1641 garlandalliance@gmail.com

REVISIONS:

SCALE: 1" = 30'  
 SHEET NUMBER: 01



**SUBJECT PROPERTY**  
 39.8139 Ac.  
 (INCLUDES R.O.W.)  
 38.0327 Ac.  
 (EXCLUDES R.O.W.)

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

INDICATES EXISTING TRAIL SYSTEM

INDICATES PROPOSED TRAIL SYSTEM

INDICATES LIMITED COMMON ELEMENT BOUNDARY

RAISED PLANTERS

PICKLE BALL

PAVILION

HORSESHOES  
 CORN HOLE  
 GAMES

PROPOSED ISOLATED NATURAL  
 RESOURCE AREA BOUNDARY  
 (CONSISTENT WITH 2010  
 SEWRPC RECORDS)

12' WIDE ASPHALT TRAIL  
 WITH BOLLARDS (EMERGENCY  
 ACCESS DRIVE)

STREET TREES TYPICAL, 50' OC,  
 PER VILLAGE ORDINANCE

RAISED BEDS

PICKLE BALL

HORSESHOES / CORN HOLE GAMES

PAVILION

PROPOSED CONDOMINIUM  
 HOMESITE

INDICATES BUILDING  
 NUMBER

INDICATES LIMITED  
 COMMON ELEMENT  
 BOUNDARY

40' WIDE PUBLIC  
 UTILITY AND ACCESS  
 EASEMENT

EVERGREEN  
 REMNANT  
 GLEN

40' WIDE COMMON ELEMENT  
 CONTAINING PRIVATE DRIVE  
 (BUILT TO VILLAGE STANDARDS)

COLUMNAR OAKS  
 WITH ORNAMENTAL  
 NATIVE GRASSES

ORNAMENTAL TREES (TYPICAL)

NORWAY SPRUCE (TYPICAL)

REMNANT ORCHARD OF SHADE TREES (TYPICAL)

EXHIBIT A



**Village of Hartland**

**DISCLAIMER:**

**This map is not a survey of the actual boundary of any property this map depicts.**

The Village of Hartland does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1 = 273'



**Village of Hartland**

210 Cottonwood Ave  
Hartland, WI 53029  
262-367-2714

Print Date: 10/12/2018

**JOINT ARCHITECTURAL BOARD/PLAN COMMISSION MINUTES  
MONDAY, SEPTEMBER 17, 2018  
7:00 PM  
BOARD ROOM  
MUNICIPAL BUILDING, 210 COTTONWOOD AVE.**

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

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

Call to Order-

**1. Consideration of a motion to approve the Jt. Architectural Board/Plan Commission Minutes of August 20, 2018.**

Motion (deCourcy-Bower/Hallquist) to approve the Jt. Architectural Board/Plan Commission minutes of August 20, 2018. Carried (6-0) with 1 abstention, Wenstrom.

**2. Architectural Board review and consideration of a metal roof on a detached 4 car garage at 741-747 E. Imperial Drive.**

Tarkis Barsamian was present to explain what he is proposing. He said metal roofs are more durable and can cost less. He will do a full tear off and replace any boards that need to be replaced. The roof on the residential unit was replaced a year ago but the metal roof color will closely match the residential roof. De-Courcy-Bower recommended adding tabs to keep the snow from sliding off in the winter.

Motion (deCourcy-Bower/Fenner) to approve the request for a metal roof on detached 4 car garage at 741-747 E. Imperial Drive Carried (7-0).

**3. Architectural Board review and consideration of an application for a sign for Shore Line Cycle World, 122 Cottonwood Avenue.**

Building Inspector Hussinger said they are relocating to the Bed Barn location and would like to use the existing sign. Fenner asked if it could go before the BID first, and it was stated that the original sign was approved by the BID, they are simply moving to a new location.

Motion (deCourcy-Bower/Hallquist) to approve the sign application for Shore Line Cycle World, 122 Cottonwood. Carried (7-0).

**4. Architectural Board review and consideration of an application for a shed on the Hessel property, 1301 Lisbon Avenue.**

Mr Hussel said the proposed structure is tubular and will be left up indefinitely. It is a 10 ft. x 20 ft. x 8 ft. and it will be used to house a pontoon boat. He said he tried to keep it architectural pleasing as possible. The property is a 3 acre lot with a heavy tree line but he doesn't believe neighbor to the will see it. It is tan in color and comes with a 10 yr. limited warranty. Hussinger said that it needs to be compatible with others in the neighborhood as well existing structures on the property. Administrator Cox said the Village Code describes the architectural standards by which buildings are to be assessed. He read the paragraph from his report which said "Accessory buildings and structures shall be compatible with the principle building in terms of building façade character, roof shapes, materials, colors and architectural details".

Wallschlager asked what type of building is the principle structure and Mr. Hussel said a log home, but doesn't think it will be seen from the road. Fenner said it states in the code that it is to be compatible and the structure is not compatible with the log home. Hussinger said this is done on a case by case basis. He asked does the Plan Commission feel comfortable approving it, because it would be setting a precedence. Pfannerstill commented that even though it doesn't match the principle structure does that mean the Village should tell others to take theirs down, because he has seen 100's of them.

Administrator Cox said based on the code, it doesn't belong there and under plain language in the code it doesn't fit the code, but they could change the code. He said the petitioner could also apply to change the zoning code. Mr. Hussel asked how to do that. Administrator Cox said by starting here and then it would go to the Village Board for a Public Hearing.

Motion (Fenner/deCourcy-Bower) to deny the application for the shed permit based on the current zoning. Carried (7-0).

**5. Plan Commission consideration of a final plat for Kiefer Farms subdivision in the town of Merton.**

Administrator Cox said he had received a memo and the items the Plan Commission wanted addressed, the developer is not ready to address yet and may not until January of 2019.

Motion (Wenstrom/Schneeberger) to table the item. Carried (7-0).

**6. Plan Commission review and consideration of a request from the BID related to verbiage on one or more water towers.**

Steve Berger from the BID was present and said at the last meeting the plan Commissioners suggested removing some wording which they did. The green line was also moved up with the words explorehartland.com in white. He said if the BID were to go away, the Village would be the one to take over the website. Wallschlager asked what it tells people. Administrator Cox pointed out that the website would be a landing page with links for Hartland businesses, school districts, BID etc. Wallschlager asked how often it would be updated, and Mr. Berger said weekly.

Motion (Halquist/Wallschlagler) to approve the verbiage on one or more of the water towers.  
Carried (7-0).

**7. Plan Commission consideration of actions related to a possible amendment to the Conditional Use Permit recently issued to Meyer Material/Lafarge Aggregates for the property at 700 W Capitol Drive.**

**a. Public Hearing** to hear comments on the request for a Conditional Use-

Pfannerstill opened the floor for comments. There were no comments so he closed the Public Hearing at 7:29pm.

**b. Consideration of a motion to recommend approval of the amendments of the Conditional Use for Lafarge Aggregate/Meyer Material Company and to recommend approval of the Conditional Use Permit for Ozinga Ready Mix Concrete, Inc.**

Administrator Cox reminded everyone of the timeline. He said staff recommends splitting the 2 things apart and having 1 Conditional Use for Meyer and another for Ozinga. The hours for Meyer are 7am-4pm for crushing with 6am-10pm for shipping/receiving. For Ozinga it will be 4am-9pm Monday-Friday, 4am-5pm on Saturdays and Sunday only permitted in accordance with condition #12. He said the truck traffic would go out Hwy 83 and not through downtown. Fenner commented that they have done everything the Village has asked and there have been no neighbor complaints.

Motion (Fenner/Schneeberger) to recommend approval of the amendments of the Conditional Use for Lafarge Aggregate/Meyer Material Company and to recommend approval of the Conditional Use Permit for Ozinga Ready Mix Concrete, Inc. (7-0).

**8. Architectural Board and Plan Commission review and consideration of a parking lot expansion for ABC Supply, 550 S. Industrial Drive.**

John Polbocki was present to explain the proposal. He said the company has lots of vendors coming in so they need additional parking. He briefly explained the plan to add additional spaces.

Pfannerstill asked what is across the street and Hussinger said it is across the street from the Racquet club. De-Courcy-Bower asked if they meet the minimum green space. Hussinger said yes, it exceeds it. He said the Plan Commission can approve it as long as the run-off is ok. Fenner asked about the landscaping plan and Hussinger said he thinks it is fine. Administrator Cox commented that the design does improve the storm water sheeting.

Motion (Fenner/Schneeberger) to approve a parking lot expansion for ABC Supply, 550 S. Industrial Dr. Carried (7-0).

**9. Plan Commission review and consideration of actions and items related to The Glen at Overlook Trails, a condominium development on the property located at and adjacent to N56 W28628 CTH K (Lisbon Road). Actions and items include annexation, zoning of the property, Planned Unit Development Overlay, and Preliminary Plat.**

Matt Neumann was present and said some primary changes have been made from the conceptual to now. He said they heard the concerns of the neighbors about the connection and they feel it is a good change. Regarding the connection to Southern Oak, they are now proposing an emergency access and are ok with it as long as they have the access they are proposing to the County on Hwy K. Pfannerstill asked if they had any objection to a sign on the stub road stating someday the road will go thru and they said they had no objection. There was brief discussion on a walkway in the right of way. Administrator Cox said ultimately he thinks there will be a requirement to connect with the trail system and they will need to have contact with the Mary Hill HOA about connecting.

Pfannerstill asked Mr. Neumann where they are with the County regarding this project. Mr. Neumann said the County has approved it and they will work with the County to lower the slope. Trustee Wallschlager asked what the width on the entrance Boulevard is and Mr. Neumann said 24 ft. She pointed out that the Mary Hill entrance is wider and thinks it would be safer if it is wider. Mr. Neumann said they can't make it wider due to the sight distance especially to the east. Wallschlager also asked about the road being a private drive. She asked if it is private and not owned by the Village does that mean it is not plowed or maintained by the Village. Mr. Neumann said not necessarily and they are having conversations about that and the maintenance. He said he wanted to touch briefly on the maintenance and he believes the conversations they have been having is that they will be private roads but that there would be a public maintenance agreement that would go along with it, but it hasn't been firmed up yet, and that is a conversation they need to have. Wallschlager asked what did he mean by "maintenance", she asked does that mean snowplowing and filling the pot holes. Administrator Cox explained there are a couple different things we are talking about with public vs private issue. He said if you talk simply about the roadway, the piece we drive on measured curb to curb, anyway you cut this whether it be public or private the village is going to make that a normal road width which is 24 ft. plus the gutters. He went on to say there is a standard lately in the village to create a street that is wide enough to accommodate 3 cars, 1 parked and 2 moving. He said the other piece of the equation with public vs private is the width of the right of way, which in the village code requires 60 ft. He said he thinks that is the primary issue here and that is the set back that is created by that. Administrator Cox said however thru the PUD process could that be decided those are public rights of way of some way and reduce the front yard setback if the Plan Commission and Village board thought it was appropriate to make these public streets.

Administrator Cox said he thinks there is some argument for making them public streets and went on to say public streets are pretty expensive to maintain. He said would they like to push it off on the residents sure however in 20 years these 50 homeowners are going to be looking at the village and saying I have to pay? deCourcy-Bower brought up the subject of people from other

developments driving on those roads and how would that be stopped. He also said he believes the road should go thru to Southern Oak drive because it provides a secondary access point. He went on to say he changed his mind from the past, it has always been designed to go through, it is in the plans to go through and from a safety point of view and limited access point of view when that driveway gets repaired and maintained, how are these cars going to get in and out of that subdivision. He said for him, that road should go through. His other concern is the steep slope. Mr. Neumann commented that he feels the road should go through also but has said from the start, whatever the village wants they will do.

Mr. Neumann said in public vs private they are proposing a 40 ft. not public right of way but area for the road, so there is a 10 ft. difference on either side. They would like the homes closer to the road with a 25 ft. front yard setbacks from the 40 ft. right of way. He said if the roads are 28 ft. back to back they still have another 5 ft. behind the curb that is still part of the right of way. He went on to say again they would like to keep the homes closer to the road and they do have plenty of room for parking. He touched briefly on the setback, the density and wanted to make sure they didn't have an issue with the master plan because of the density. Mr. Neumann explained his understanding of the density calculation and it could have led to a reduction in units so that is why they wanted to go with private roads. But he said they have no problem with a public easement overlay, public access and maintenance overlay. He went on to say they had something similar in Germantown a few years back, and that overcomes the concern of what of the public driving on it, what if it becomes a thorough faire in the future, it takes care of all of that. It functions like a public road built with public standards but it is technically a private road. Pfannerstill expressed frustration regarding the public vs private road issue, and not knowing about it. Mr. Neumann said they have had conversations regarding public vs private in public meetings.

There was more discussion on public vs private roads with maintenance. Fenner said given his municipal experience private roads in the long run are a pain to a municipality. He asked what the plan for the 8 different storm water facilities are, he asked if they would be dedicated to the village. Wallschlager brought up that there is a water problem in Mary Hill and there was discussion on the multiple storm water ponds and topography. They said they are providing filtration where soils are good for it. Mr. Neumann said they are pushing the water south vs into Mary Hill. Fenner asked about the conservancy area and if it will be a park. There was brief discussion on the natural resource area.

There was repeated discussion on the access drive to Southern Oak Drive and public vs private roads. deCourcy-Bower said he thinks this is the best plan that has come through and again he thinks Southern Oak should go through. Administrator Cox said they should first look at the details, could they recommend to the Village Board to set a Public Hearing on the zoning, unless the Plan Commission wants to see answers to certain things. Pfannerstill asked if the annexation would be included in the Public Hearing and Administrator Cox said yes. There was more brief discussion on public vs private roads.

Motion (Pfannerstill/Fenner) to recommend to the Village Board to set a public hearing on October 22<sup>nd</sup>, 2018.

**10. Adjourn**

Motion (deCourcy-Bower/Wenstrom) to adjourn. Carried (7-0). Meeting adjourned at 9:20 PM.

Respectfully submitted by  
Recording Secretary,

Deidre Bush y, Deputy Clerk



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

Job Address <i>365 Cottonwood Ave Suite B/c</i>			
Lot	Block	Subdivision BID	Key No. HAV <i>0729149003</i>
Owner <i>Elise Miller</i>		EMAIL <i>epmiller104@gmail.com</i>	Phone <i>262-349-0034</i>
Address <i>548 Saxony Ct</i>		City <i>Hartland</i>	State <i>WI</i> Zip <i>53029</i>
Contractor <i>ExecuPrint</i>		Phone <i>307-0390</i> FAX	EMAIL <i>execuprint@prodigy.net</i>
Address <i>597 Prograss Dr</i>		City <i>Hartland</i>	State <i>WI</i> Zip <i>53029</i>

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- Elevations must show all sides of the structure and state the building materials and colors. Additions must be shown with the existing building.

**Signs:**

- Four (4) color renderings of the requested sign(s) and one (1) electronic copy of all submittals. Include colors and material type. Renderings are to be dimensioned and must show placement on building and height.
- Details (color picture) of all existing wall signs on the same building elevation. A photograph of the building with sign location shown is recommended.
- Four (4) site plans with dimensions. Not required for wall signs or other signs attached to the building.
- Four (4) sets of lighting details. Include type, location, number and photometric plan.
- Submit Sign Permit Application

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

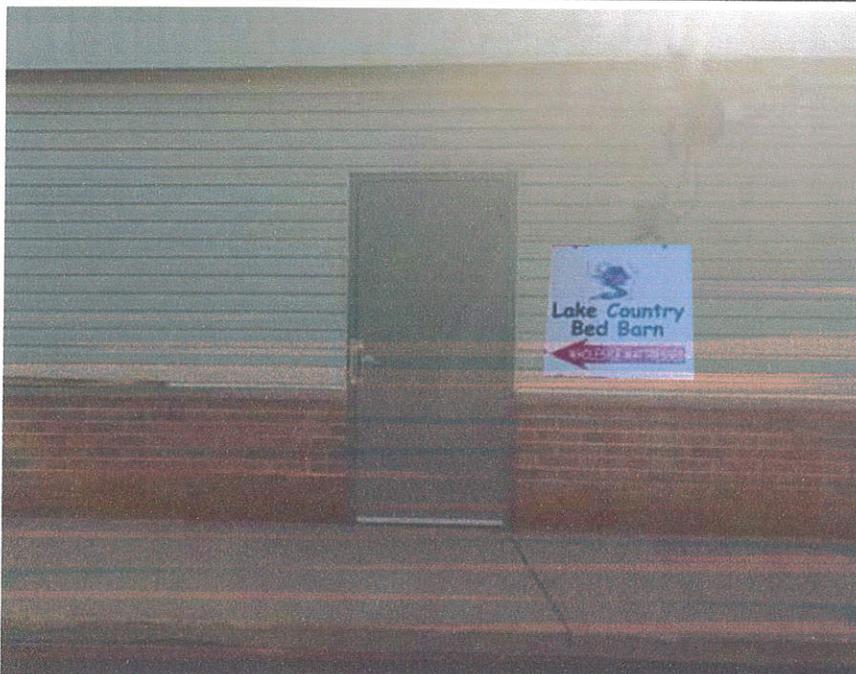
Date Applied: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_ Item No. \_\_\_\_\_

*Design is billed on a per hour basis at a rate of \$75.00 per hour even if a final design decision is not reached.  
Design time will be billed to the person who placed the order after 30 days of non-action.*

**PLEASE WASH ALL VEHICLES PRIOR TO DROPPING OFF FOR GRAPHICS INSTALLATIONS!** Additional charges will apply for vehicles that show up on day of installation dirty.



Window graphics - \$250.00  
Sign - \$525.00  
Install - \$125.00



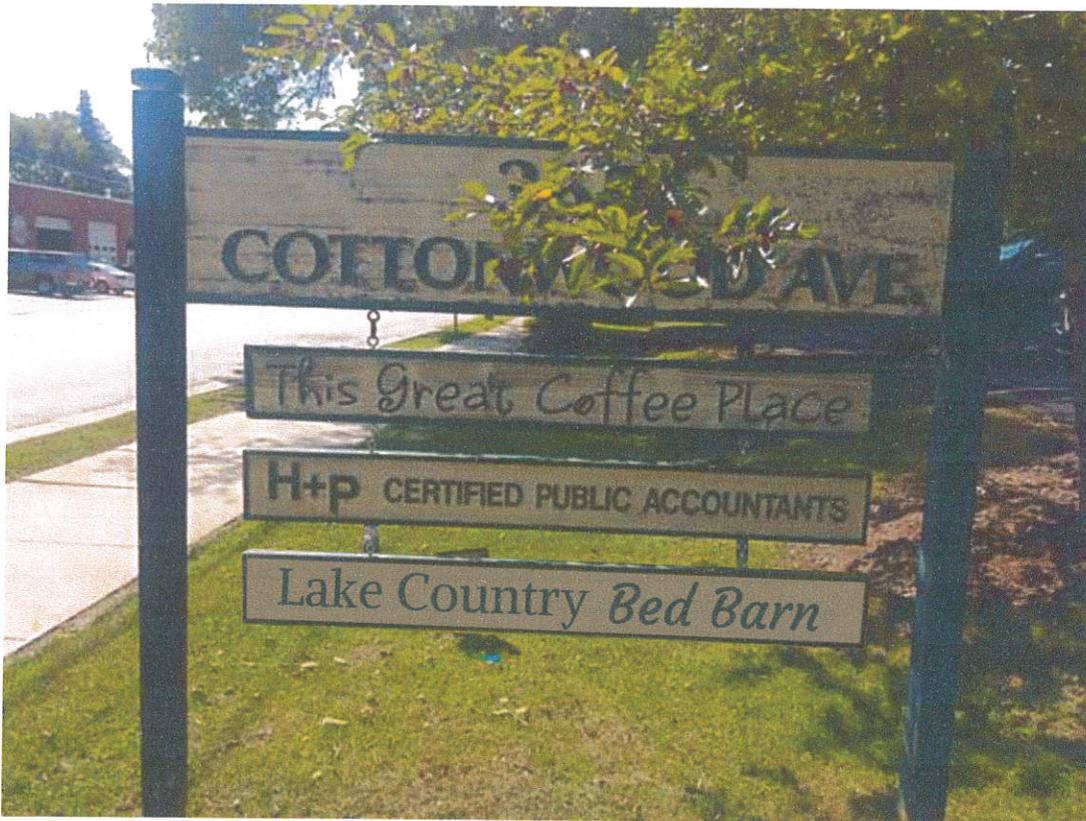
Install supplied hanging sign on wall  
- \$50.00

## NOTICE

Jobs approved through email are considered correct and accurate. Any mistakes on jobs approved through email become the responsibility of the customer, if a job has to be re-printed due to errors missed in proofing; the cost of re-printing is the responsibility of the customer. Please check all spelling, punctuation, phone numbers, websites, colors and sizes. Every computer monitor is different; colors represented

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***PLEASE WASH ALL VEHICLES PRIOR TO DROPPING OFF FOR GRAPHICS INSTALLATIONS! Additional charges will apply for vehicles that show up on day of installation dirty.***



Hanging sign - Wood - \$395.00 (1 1/2")  
- Sign Foam - \$564.00 (2")

The existing top sign is wood the bottom is foam if you want to look at them and see the difference in the 2, the foam will outlast the wood.

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DEPARTMENT OF BUILDING INSPECTION  
APPLICATION FOR SIGN PERMIT

PERMIT # \_\_\_\_\_

JOB LOCATION 365 Cottonwood Ave, Suite B/C TAX KEY # 0729149003  
OWNER Elise & Nicholas Miller PHONE 262-349-0034  
ADDRESS 548 Saxony Ct CITY Hartland STATE WI ZIP 53029  
CONTRACTOR Execu Print PHONE 262-367-0390  
ADDRESS 597 Progressive Dr CITY Hartland STATE WI ZIP 53029

SIGN TYPE:  WALL  PROJECTING  AWNING, CANOPY  GROUND  
 PORTABLE/TRAINING  REAL ESTATE PERM.  REAL ESTATE TEMP.

WORDS AS THEY WILL APPEAR ON THE SIGN:

Lake Country Bed Barn

Windows- Mattress \* Bedroom Furniture, Lake Country Bed Barn, BedBarnWi.com, Sleep Experts \* Fast Delivery

OVERALL DIMENSIONS OF SIGN \_\_\_\_\_ COLOR OF BACKGROUND White, Red

SIZE OF LETTERS IN INCHES \_\_\_\_\_ COLOR OF LETTERS Black, red. Directory- green

CONSTRUCTION MATERIALS OF SIGN BACKGROUND (i.e. WOOD, ALUM, ETC.)  
Alum, foam, vinyl

ILLUMINATED?  YES  NO  INTERNALLY  EXTERNALLY

SIGN PLANS MUST BE APPROVED BY ARCHITECTURAL BOARD PRIOR TO PERMIT BEING APPROVED (SEE ARCHITECTURAL BOARD APPLICATION)

ESTIMATED COST OF ABOVE SIGN \$ 1540 with install

**TO THE BUILDING INSPECTOR: THE UNDERSIGNED HEREBY APPLIES FOR A PERMIT TO DO WORK HEREIN DESCRIBED ACCORDING TO THE PLANS AND SPECIFICATIONS FILED HERewith AND LOCATED AS SHOWN ON THIS APPLICATION. THE UNDERSIGNED AGREES THAT SUCH WORK WILL BE DONE IN ACCORDANCE WITH THE SAID DESCRIPTION, PLANS AND SPECIFICATIONS AND IN COMPLIANCE WITH ZONING ORDINANCE AND ALL OTHER ORDINANCES OF THE VILLAGE OF HARTLAND AND WITH ALL THE LAWS AND ORDERS OF THE STATE OF WISCONSIN APPLICABLE TO SAID PREMISES.**

APPLICANT Elise Miller DATE 9/18/18

PLANS APPROVED: ARCHITECTURAL BOARD \_\_\_\_\_

APPLICATION APPROVED: BUILDING INSPECTOR \_\_\_\_\_ DATE \_\_\_\_\_

TOTAL FEES: \$75.00 DATE PAID 9/19/18 RECEIPT # 198431

CHARLES KUHTZ III AND DONNA  
KUHTZ  
W375N7895 MCMAHON RD  
OCONOMOWOC WI 53066-1025

HARTLAND MEADOWS RETIREMENT  
APARTMENTS LLC  
W320N1161 BUTTERNUT RIDGE CT  
DELAFIELD WI 53018

JRT INVESTMENTS LLC  
W354N5095 ROAD T  
OCONOMOWOC WI 53066

UNIQUE SUITES LLC  
1318 RIVERS EDGE CT  
OCONOMOWOC WI 53066-6912

HOGGERS PUB PROPERTIES LLC  
335 COTTONWOOD AVE  
HARTLAND WI 53029-2010

SILVER OAK PROPERTIES LLC  
352 COTTONWOOD AVE  
HARTLAND WI 53029-2011

GUY S JENSON & MARIJEAN JENSON  
2014 LIVING TRUST  
N45W28965 E CAPITOL DR  
HARTLAND WI 53029-2249



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

Job Address <u>520 Hartbrock Dr. Hartland, WI 53029</u>			
Lot <u>    </u>	Block <u>    </u>	Subdivision <u>    </u>	Key No. HAV <u>    </u>
Owner <u>Lawrence Lupton + Darren Enger</u>		Phone <u>262-409-5885</u>	
Address <u>17470 St. James Rd.</u>		City <u>Brookfield</u>	State <u>WI</u> Zip <u>53045</u>
Contractor <u>D2C - Ben N.</u>	Phone <u>262-297-2840</u>	FAX <u>    </u>	E-Mail Address <u>bn@newreuther.com</u>
Address <u>N173 W21010</u>		City <u>Jackson</u>	State <u>WI</u> Zip <u>53037</u>

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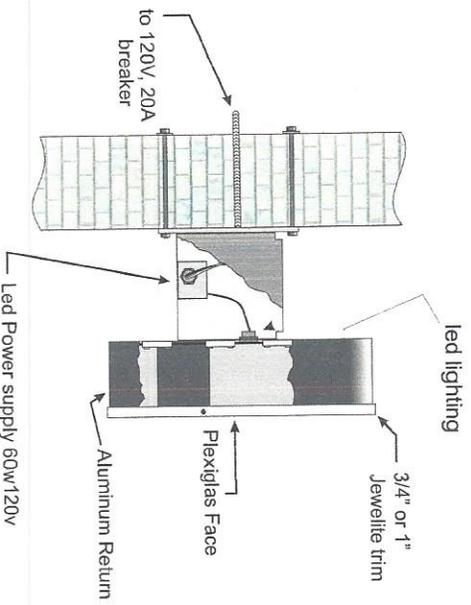
**One & Two Family**

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

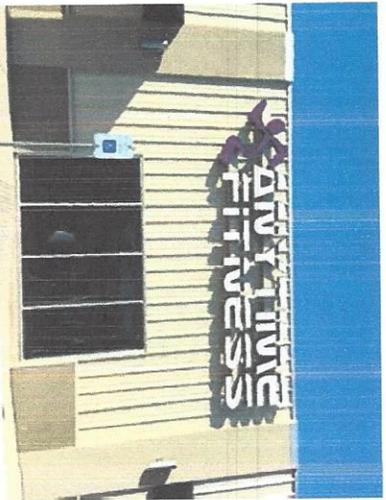
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Date Applied: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_ Item No. \_\_\_\_\_

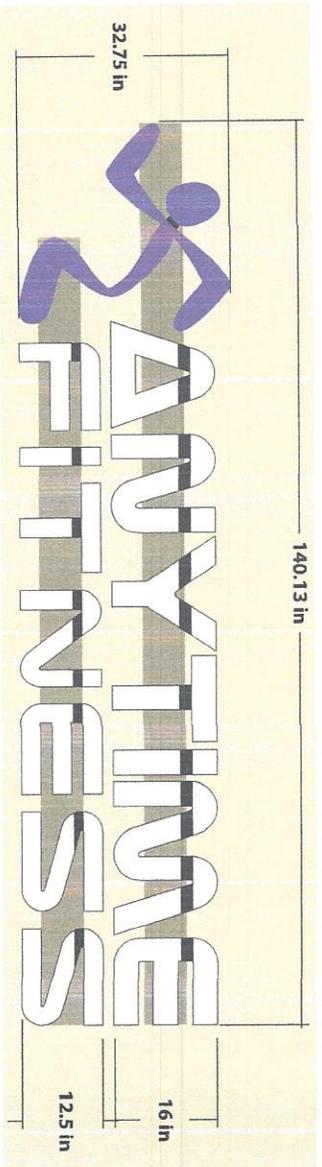
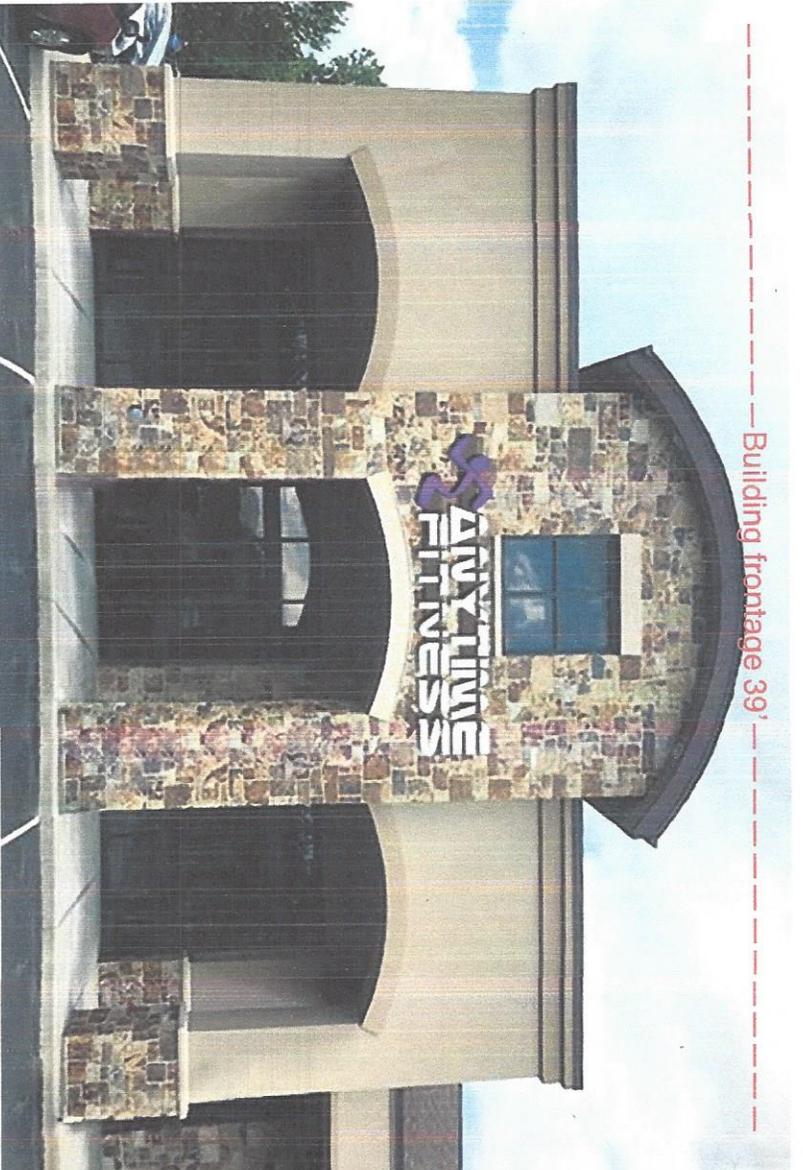
## Wall Mounted Raceway LED Channel Letter



Specs:  
 3/16" acrylic face with 3/4" or 1" jewellee aluminum interior trim cap  
 .063 aluminum return (standard depth 5") welded or stapled to  
 .063 aluminum back  
 Raceway construction:  
 7.25" h x 7.25" d; .063 aluminum exterior with 1" aluminum square tube frame



Example of a raceway mounted set of letters



Per the city of Hartland sign code, wall signs may be comprised of 1 square foot per lineal foot of building frontage. The customer is considering 31.87 square feet of signage per the drawing above.

**nPrint**  
 C R A P H I X  
 CREATIVE • SIGNAGE • SOLUTIONS

nPrint Graphix  
 1943 West Sunset  
 Springfield, MO 65807  
 417.882.7446  
 1.888.518.7344

### REVISION DATE/DESIGNER INITIALS

1	/	5	/
2	/	6	/
3	/	7	/
4	/	8	/

PROJECT  
 Anytime Fitness

Page 1 of 2

JOB NAME/NUMBER

DATE  
 8/15/2018

PROJECT MANAGER  
 Todd Yearack

PROJECT DESIGNER  
 Phillip Bulger

JOB LOCATION  
 Hartland, WI





1943 West Sunset  
 Springfield, MO 65807  
 1-888-518-7344  
 Ph: (417) 882-7446  
 FAX: (417) 877-7523  
 nprintgraphix.com

**Estimate #: 33319**

<b>Created Date:</b>	8/23/2018 10:23:57AM	<b>Prepared For:</b>	Anytime Partners LLC / Hartland, WI / 2060
<b>Salesperson:</b>	House Account	<b>Contact:</b>	Darren Enger ,Owner
<b>Office Phone:</b>	(417) 882- 7446	<b>Office Phone:</b>	(630) 326-9121
<b>Office Fax:</b>	(417) 877- 7523	<b>Fax:</b>	N/A
<b>Toll Free:</b>	(888) 518-7344	<b>Email:</b>	teampurple.247@gmail.com
<b>Entered by:</b>	Tammy Dimos	<b>Address:</b>	321 E Wilson St. Batavia, IL 60510
<b>Email:</b>	tammy@nprintgraphix.com		

**Description: Anytime Fitness - Hartland, WI - Stacked Raceway Channel Letters & vinyl graphics**

**Terms and Conditions:**  
 nPrint Graphix requires a 60% deposit when placing your order and the remaining balance will be due before the product can be shipped. Upon delivery of your signage the installation vendor will inspect the product for defects or any electrical issues. nPrint Graphix will replace or repair any defects upon delivery. nPrint Graphix can not be held responsible for damage occurred to the product during the installation process. We will have qualified vendors performing the installations and require them to carry \$2,000,000 in liability insurance.

**nPrint Graphix Warranty:**  
 10 year pro-rated warranty on our basic sign materials. This includes, acrylic face, trim caps, returns, raceways etc. If there is a problem nPrint Graphix will pro-rate the cost for any items that needs to be updated or replaced. Sloan LED products carry a 5 year factory parts warranty on LED & Power Supplies. If the Power Supply becomes defective within the first 90 days nPrint Graphix will cover the labor, unless it was caused by natural causes then the customer will be responsible for the replacement cost. Beyond the first 90 days, all service call fees are covered by the customer.

**Production Time:**  
 Our standard production time is 14 working days from the date of the signed estimate.

**Installation Notes:**  
 nPrint Graphix works with preferred signage vendors across the country who are partners with us in a national signage installer database. Three to four preferred installers are requested to submit estimates for turn-key installation of the exterior signage, which includes a site survey to the club location, working with the governing body (city / county) to procure the proper sign permits (electrical permits are the responsibility of the club owner, if required), receiving the signage from our company, and performing the installation at the club location. Please note, the club owner is responsible for supplying power to the sign band areas where signage will be installed. It is the sole responsibility of the club owner to provide power. In some cities, counties, and states, a licensed electrician is required to make the final sign hook-up once the sign installer has the sign installed on the sign band(s). nPrint Graphix, nor the subcontracted sign installer, can not be responsible for final electrical hook-ups in those cities, counties, states where prohibited. Any work performed by a licensed electrician is the direct financial responsibility of the club owner.

**Delivery Date:**  
 1 - 4 days from the time your sign has been completed (depending on your location)

		Quantity	Unit Price	Subtotal
<b>1</b>	<b>Product:</b> Channel Letters <b>Description:</b> Stacked Raceway Mounted Channel Letters	1	\$4,031.25	\$4,031.25



1943 West Sunset  
 Springfield, MO 65807  
 1-888-518-7344  
 Ph: (417) 882-7446  
 FAX: (417) 877-7523  
 nprintgraphix.com

Estimate #: 33319

- Description: 1 Ea., Stacked Raceway Mounted Channel Letters
- Qty.: 1 - 32.75" x 32" Contour Shape Logo
- Faces: 7328 White 3/16" Acrylic
- Adhesive Vinyls Include: 3M Envision Translucent Film 3730-9140 Purple
- Trimcap: Jewelite Black 1"
- Metal Returns: Aluminum 5" return channel coil 040 Black/White
- Aluminum Sheet Backs: .063 Matte Black or White 5052
- Interior: MAP White High Reflective VOC
- LEDs: 2 rows of LED Sloan VL Plus White Short #701269
- Power Supply: LED power supply MODW-60 Driver 701507-MODW
- Mounting Type: Raceway (color to be supplied by customer)
- Mounting Hardware: Mounting Clips-WE-MT-6-Adjustable
- Outdoor UL Listed
- Qty.: 1 Set of preformed front lit channel letters
- Letter Copy: Letters - 16" tall ANYTIME - 12.50" tall FITNESS
- 14 Block
- Faces: 7328 White 3/16" Acrylic
- Adhesive Vinyls Include: 3M 7725-22 Matte Black
- Trimcap: Jewelite Black 1"
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- Aluminum Sheet Backs: .063 Matte Black or White 5052
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- Outdoor UL Listed

	Quantity	Subtotal
<b>2</b>   <b>Product:</b> Retail Roll Print <b>Description:</b> Vinyl graphics / pylon sign -SIZE & PRICING TBD AFTER MEASUREMENTS RECEIVED -TWO OPTIONS FOR DESIGN (SPLIT ON TWO PANELS OR STACKED LOGO ON ONE PANEL) • 2, 0 in wide X 0 in high Single Sided Digital Prints. • Printed On: HP Latex 360, Translucent Adhesive Vinyl At 1200 dpi • With Transfer Tape Front Laminate. • <b>Contour Cut</b>	2	\$0.00
		\$0.00

DAISY PROPERTIES LLC  
9700 W BLUEMOUND RD  
WAUWATOSA WI 53226

RAINTREE INVESTMENTS LLC  
N61W29425 RYBECK RD  
HARTLAND WI 53029

DHCH PROPERTIES LLC  
10225 W CAPITOL DR  
WAUWATOSA WI 53222

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



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

Job Address			
Lot	Block	Subdivision	Key No. HAV
Owner Evert - Luko Funeral Home		EMAIL evertluko@sbcglobal.net	Phone 367-2156
Address 170 Warren Ave		City Hartland	State WI Zip 53029
Contractor		Phone	FAX EMAIL
Address		City	State Zip

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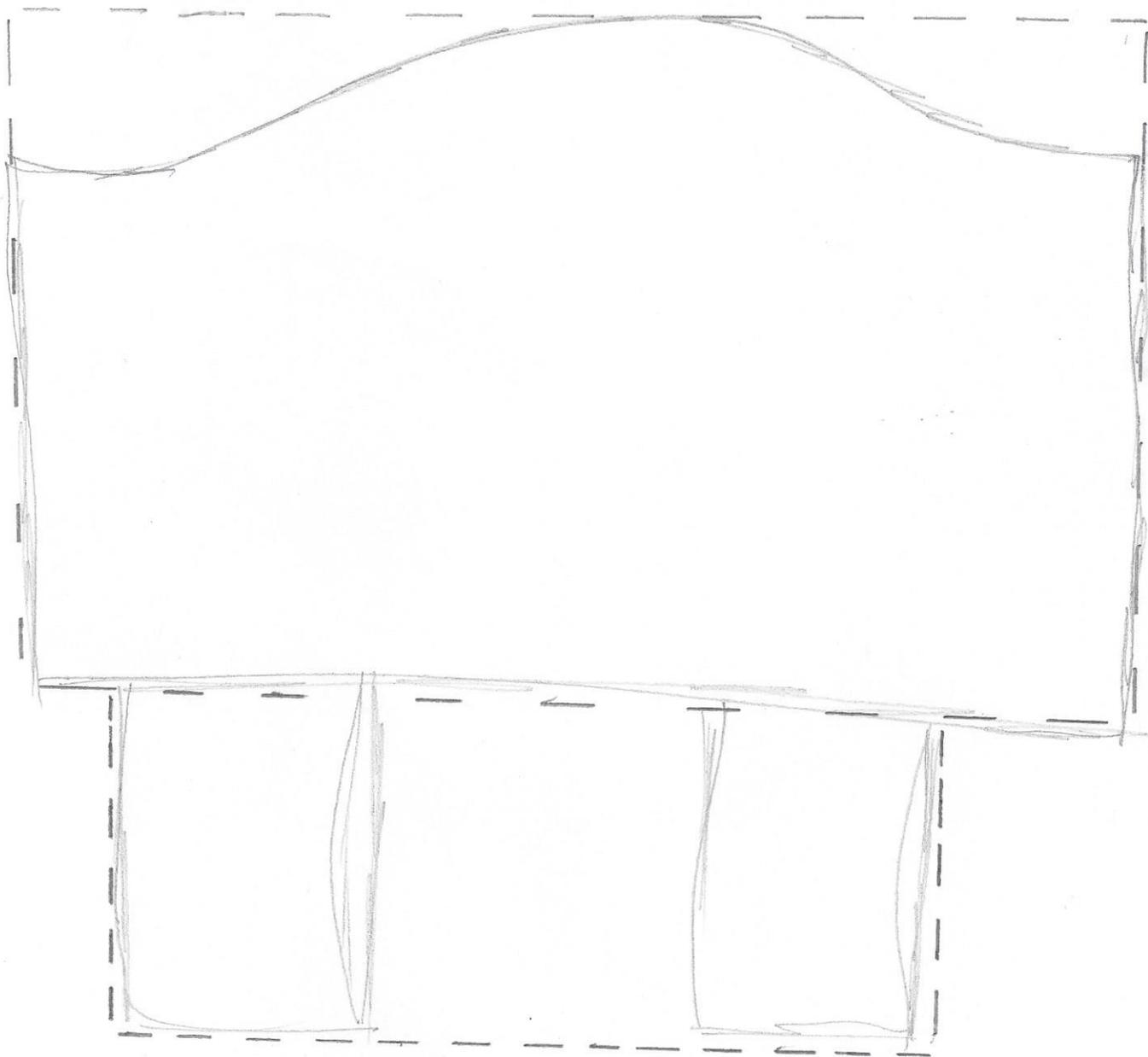
- Four (4) color renderings of the requested sign(s) and one (1) electronic copy of all submittals. Include colors and material type. Renderings are to be dimensioned and must show placement on building and height.
- Details (color picture) of all existing wall signs on the same building elevation. A photograph of the building with sign location shown is recommended.
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Date Applied: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_ Item No. \_\_\_\_\_



EVERT-LUKO  
*Funeral Home*  
& CREMATORY



— existing sign

- - - new shape

127 E CAPITOL LLC  
249 PAWLING AVE  
HARTLAND WI 53029

ARKAD GROUP  
139 E CAPITOL DR  
HARTLAND WI 53029

BRASS INVESTMENTS LLC  
151 E CAPITOL DR  
HARTLAND WI 53029

CAITLIN B STRUCK AND ERIC STRUCK  
190 WARREN AVE  
HARTLAND WI 53029-2118

FLANAGAN-DORN POST #294  
231 GOODWIN AVE  
HARTLAND WI 53029

JAMES MUENZENBERGER AND LYNN  
MUENZENBERGER  
182 WARREN AVE  
HARTLAND WI 53029

MARIE CIOLEK  
185 WARREN AVE  
HARTLAND WI 53029-2117

MICHAEL BOOKS  
206 GOODWIN AVE  
HARTLAND WI 53029

RENEE M EVERT  
170 WARREN AVE  
HARTLAND WI 53029

SALEDAY LLC  
8711 W BROWN DEER RD  
MILWAUKEE WI 53224-2116

SHERPERS INC AND GALE L SLATES  
N49W34291 ROAD P  
OKAUCHEE WI 53069-9706

SSI WALKER PROPERTIES LLC  
143 E CAPITOL DR  
HARTLAND WI 53029



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

Job Address <b>119 E Capitol Drive</b>			
Lot	Block	Subdivision	Key No. HAV
Business Owner <b>Robin Hicks</b>		EMAIL <b>robin@speechlanguage4kids.com</b>	Phone <b>815-499-2744</b>
Address <b>N41 W22672 Sunder Creek Dr</b>		City <b>Pewaukee</b>	State <b>WI</b> Zip <b>53072</b>
Contractor <b>Signarama</b>	Phone <b>262-691-9991</b>	FAX	EMAIL
Address <b>W37 N2889 Woodgate Dr</b>		City <b>Pewaukee</b>	State <b>WI</b> Zip <b>53072</b>
		<b>Unit B</b>	

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**Signarama - Pewaukee**  
**KMS Sales Incorporated**  
 W237N2889 Woodgate Road, Unit B  
 Pewaukee WI 53072  
 United States  
 Phone: 262-691-9994  
 Fax : 262-691-9995  
 ken@signarama-pewaukee.com  
 www.signarama-pewaukee.com  
 EIN # : 45-2831066



<b>Quote 7797 - New Office Signage</b>	<b>Expiration Date : 10/17/2018</b>
--	-------------------------------------

Quote for	Contact	Shipping/Install
<b>Speech/Language Therapy for Kids, LLC</b> N41W22672 Sunder Creek Drive Pewaukee Wisconsin 53072 United States	<b>Robin Hicks</b> Phone : (815) 499-2744 Email : speech.language4kids@gmail.com Address : N41W22672 Sunder Creek Drive Pewaukee Wisconsin 53072 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
<b>7797</b>	09/17/2018	<b>Ken Skarie</b> Ken@signarama-pewaukee.com (262) 422-5881	50/50		

**Items**

#	Item	Qty	Unit Price	Total	Tax
1	<b>Over Door Sign - 6 mm Dibond</b> W:67.0 in. X H:21.0 in., Digitally Printed 6 Color Process Digitally printed and laminated vinyl graphics produced on 6 mm Dibond substrate to customer approved artwork. All artwork and set up charges included. Full Color	1	\$205.00	\$205.00	\$10.46
2	<b>Window Graphics - RTA Vinyl</b> 6.5 sq ft., Digitally Printed 6 Color Process Digitally printed and laminated vinyl graphics produced to customer approved artwork. All artwork and set-up charges included.	1	\$71.50	\$71.50	\$3.65
3	<b>Installation Services - Outdoor</b> Installation of over door sign and window graphics at customer location.	1	\$100.00	\$100.00	\$5.10

<b>Total</b>		
Sub Total	Total Tax(%)	Final Price
<b>\$376.50</b>	<b>\$19.21 (5.1%)</b>	<b>\$395.71</b>

<b>Downpayment (50.0 %)</b>	\$197.86
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**Terms And Conditions**

Invoices & Cancellation of Orders: Sign-A-Rama (Vendor) prepares your order according to your specifications. Therefore, prior to its commencement, your order is only cancelable with the Vendor's prior written consent. After commencement of your order (the point at which materials are assembled and work has begun), your order is non-cancelable. The Customer is Solely Responsible for Proofreading Vendor does not assume any responsibility for the correctness of copy. Therefore, you must review and sign a proof prior to our commencement of your order. By signing your proof, you approve of its content and release the Vendor to commence our work. You are solely responsible for the content of the proof once it has been signed. However, if we should make an error in producing the work as proofed, please be assured that we will redo the work as quickly as possible and without charge to you. Vendor's Liability Vendor's total liability is hereby expressly limited to the services indicated on the invoice and Vendor will not be liable for any subsequent damages, consequential damages, or otherwise. All dates promised on this invoice are approximations unless the word "firm" is written and acknowledged by the Vendor.

Terms of Payment: Upon ordering, you must give Vendor a 50% deposit. Your balance will be due upon delivery and/or installation. Vendor may, at its sole discretion, extend credit terms to you upon approval. Collection Procedures: Invoices are considered delinquent thirty (30) days from the date that your order is completed. After the thirtieth day, a late charge of \$25.00, together with interest accruing at the rate of 1.5% per annum, or the maximum rate allowable by law is assessed. You shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees. Customer's Acceptance of Work: Customer's acceptance, either personal or through his/her agent(s) and/or employee(s) of the work ordered shall be deemed as full acceptance. This means that by accepting delivery of the work, customer affirms that the work substantially conforms to all expectations. Lost or Substantially Forgotten Work: If customer does not take possession of completed work within thirty (30) days from notification of completion, then the work will be considered lost or forgotten, and vendor will not be responsible for further loss. Customer will be billed and responsible for payment for work that has been completed

for **Speech/Language Therapy for Kids, LLC**

<b>Signature</b>		<b>Date</b>	
------------------	--	-------------	--

We agree to your terms and conditions. Please proceed with the order.



Hartland Business Improvement District  
2018 Exterior Sign and Awning Program Application

1. Applicant Name: Robin Hicks  
2. Name of Business: Speech/Language Therapy for Kids, LLC  
3. Business address where sign/awning will be installed: 119 E Capitol Dr  
4. Home Address: N41 W22672 Sunder Creek Dr City: Pewaukee Zip: 53072  
5. Contact Numbers: Work same Home: same  
Cell: 815-499-2744 Email: robin@speechlanguage4kids.com  
6. Web site address, if applicable: speechlanguage4therapyforkids.com

7. Legal entity of applicant, check one:  
 Sole Proprietorship  Partnership  Corporation  LLC  Other: \_\_\_\_\_

8. Status of Applicant:  Property Owner  
 Tenant : Building owner name: Erick Fabyan  
Building owner phone number: 262-367-2126

9. Give a brief description of the project and any other future building improvements: Over door sign and window graphics

10. Cost of project: Sign: \$205 Awning:  Installation: \$100  
window graphics = \$72  
Lighting:  Permit: \$75 Total Estimated Cost: \$452

11. Proposed start date: as soon as approved Expected completion date: \_\_\_\_\_

12. Affirmations: I have read and understand the process and rules to receive the Hartland B.I.D. Sign and Awning Grant Program funds. I understand that failure to abide by the outline process and rules will result in denial of the funds. I understand the project may be inspected by representatives of the B.I.D. for compliance to the project as submitted with the application. I understand that should the project be found not in compliance with the original application and proposal as submitted and approved, I may be denied issuance of the B.I.D. grant funds. The undersigned applicant(s) affirms that the information submitted herein is true and accurate to the best of my knowledge. I have read and understand the conditions of the Hartland B.I.D. Sign and Awning Grant Program and agree to by the conditions and guidelines.  
The applicant's presence at the B.I.D. Design Committee meeting is highly encouraged to help expedite the application review process.  
Thank you for submitting your application to the Hartland Business Improvement District.

Applicant Signature: Robin Hicks Date: 9/28/18  
Tenant Signature, if Applicant: Robin Hicks Date: 9/28/18  
Building Owner Signature: [Signature] Date: 10/11/18

PLEASE RETURN COMPLETED APPLICATION TO:  
Hartland B.I.D. Business Improvement District, 135 Cottonwood Ave., Hartland, WI 53029  
Phone: 262-367-6560 · Email: hartlandbid@att.net · www.downtownhartland.com

**CUSTOMER INFO:**

**COMPANY NAME/CONTACT:**

**ADDRESS:**

**PHONE#:**

**SIGNARAMA-PEWAUKEE REQUIRES THAT YOU REVIEW THE ATTACHED PROOF AND ADVISE WHETHER PROOF IS APPROVED FOR PRODUCTION. AN EMAIL REPLY IS REQUIRED TO START PRODUCTION.**

**PLEASE CHECK ALL SPELLING, PUNCTUATION, FONTS, CAPITALIZATION PHONE NUMBER, WEBSITE, COLOR & SIZE REQUIREMENTS.**

# Speech/Language

## Therapy for Kids, LLC

67" Wx 21" H

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**W237 N2889 Woodgate Rd, Unit B  
Pewaukee, WI 53072**

**P: 262-691-9994 | F: 262-691-9995**

[www.signarama-pewaukee.com](http://www.signarama-pewaukee.com) • [info@signarama-pewaukee.com](mailto:info@signarama-pewaukee.com)

I HAVE REVIEWED THE ABOVE SPECIFICATIONS & HEREBY FULLY UNDERSTAND THE CONTENT OF WORK TO BE PERFORMED & APPROVE THIS PROJECT TO BEGIN:

CUSTOMER APPROVAL SIGNATURE: \_\_\_\_\_

PRINT: \_\_\_\_\_ DATE: \_\_\_\_\_

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**I HAVE READ AND AGREE TO ALL TERMS. INITIAL \_\_\_\_\_**

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**ADDRESS:**

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47" Wx 18.25" H

**Speech/Language**

Therapy for Kids, LLC

815-499-2744

Receptive & Expressive Language

43.5" Wx 3" H

Social Skills • Speech • Voice • Fluency

51" Wx 3" H

\*Grey represents Window

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CUSTOMER APPROVAL SIGNATURE: \_\_\_\_\_

PRINT: \_\_\_\_\_ DATE: \_\_\_\_\_

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**50% DEPOSIT DUE AT TIME OF ORDER (full amount if under \$100), balance due upon time of completion.**  
**I HAVE READ AND AGREE TO ALL TERMS. INITIAL \_\_\_\_\_**

FLANAGAN-DORN AMERICAN LEGION  
231 GOODWIN AVE  
HARTLAND WI 53029

127 E CAPITOL LLC  
249 PAWLING AVE  
HARTLAND WI 53029

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

BMO HARRIS BANK NA  
111 W MONROE ST  
CHICAGO IL 60603-4096

EMANDEMCO LLC  
142 E CAPITOL DR STE 300  
HARTLAND WI 53029

GD HOLDING LLC  
W300N9083 E COUNTY RD E  
HARTLAND WI 53029-9512

HEARTFELT PROPERTIES LLC  
N46W28654 WILLOW BROOK CT  
HARTLAND WI 53029-2290

LT GROUP LLC  
250 MONASTERY HILL DR  
OCONOMOWOC WI 53066

P RADNEK AND J BOWAN  
128 E CAPITOL DR  
HARTLAND WI 53029

STOP-N-GO OF MADISON INC  
2934 FISH HATCHERY RD  
MADISON WI 53713



August 27, 2018

Village of Hartland  
210 Cottonwood Avenue  
Hartland, WI 53029

Dear Plan Commission,

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

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

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

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

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

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

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

Please let me know of any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryan Lindgren", is written over a light blue circular stamp.

Bryan Lindgren



VILLAGE OF HARTLAND  
PETITION FOR:



REZONING

ZONING CODE AMENDMENT

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

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

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

- Name: Neumann Developments Inc.

Address of Owner/Agent: N27 W24025 Paul Ct., suite 100  
Pewaukee, WI 53072

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

FAX No. — E-mail blindgren@neumanncompanies.com
- State zoning change desired. (Example: From RS-1 (Single Family) to B-1 (Neighborhood Business))

Town of Merton Zoning to Village of Hartland RS-1 w/ PUD overlay
- Give complete legal description of property to be considered. (Attach a separate sheet with description and label sheet "Exhibit A").
- State present use of property and intended use. Currently agricultural with the  
intent to develop as condominium
- State present language change code section and proposed language (use additional paper if necessary).



---

Signature of Petitioner

---

N27W24025 Paul Ct, suite 100, Pewaukee, WI 53072

Address

---

262-542-9200

Phone

**NOTE:**

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

**\$400 for Rezoning + \$200 Professional Fee Deposit**

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

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

# REZONING EXHIBIT "A"

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

C.S.M. #3611

UNPLATTED LANDS

UNPLATTED LANDS

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

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

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

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

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

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

1320.25  
1287.24

1285.945  
1318.955

N00°25'53"E

S00°30'30"W

SOUTHERN  
OAK DR.

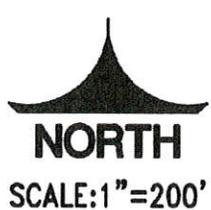
MARY HILL SUBDIVISION

S89°09'28"W 1313.76

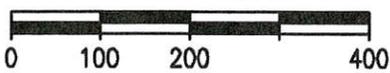
S. LINE, S.W. 1/4, SEC. 25-8-18  
(N89°09'28"E 2627.42)

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

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



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



# REZONING EXHIBIT "B"

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

### LEGAL DESCRIPTION:

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

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

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

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

Date: 8-27-18



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

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



VILLAGE OF HARTLAND  
PETITION FOR:



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

OR

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

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

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

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

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



**APPLICATION FOR  
PLAN COMMISSION**

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF HARTLAND  
PETITION FOR LAND DIVISION:

EXTRATERRITORIAL PLAT REVIEW - \$100

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

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

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

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

**FINAL PLAT REVIEW**

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

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

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

[Signature]  
Signature of Petitioner

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

262-542-9200

Phone



**NOTE:**

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

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

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

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

---

**Final Plat Review Fees:**

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

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

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

---

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

**Submit plat and \$100 fee to:**

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

# REZONING EXHIBIT "A"

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

C.S.M. #3611

UNPLATTED LANDS

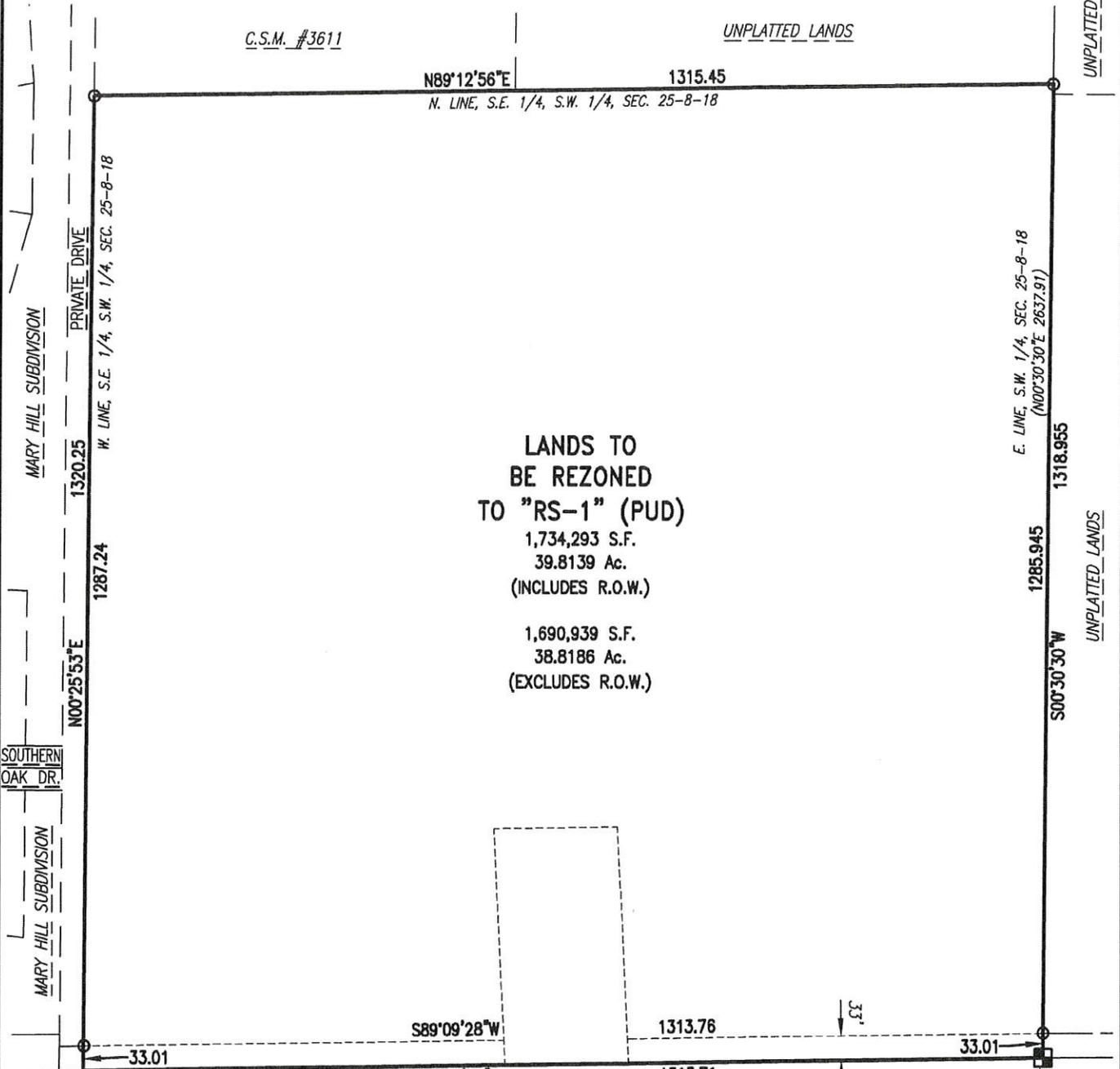
UNPLATTED LANDS

UNPLATTED LANDS

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

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39.8139 Ac.  
(INCLUDES R.O.W.)

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



SCALE: 1" = 200'



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

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

# REZONING EXHIBIT "B"

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

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

Date: 8-27-18



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

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



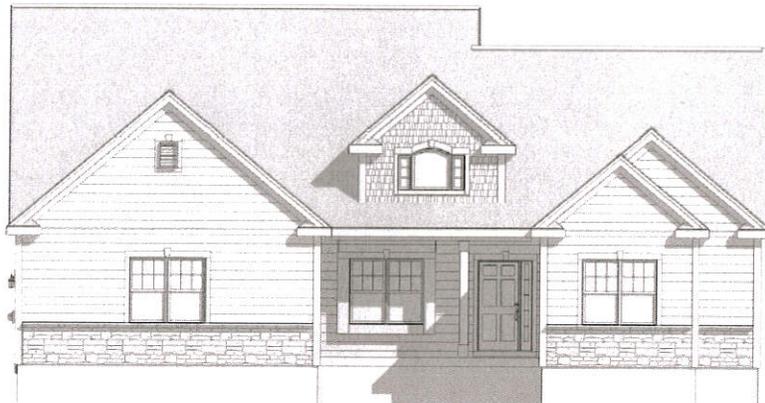
## Overlook Trails

### Construction Guidelines

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



Architectural Examples



**DISCLOSURE MATERIALS**

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

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

Declarant's Agent: Matthew Neumann

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

RECEIPT

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

\_\_\_\_\_(Signature)                      Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_(Signature)                      Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

# Request for Annexation Review

Wisconsin Department of Administration

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

**Petitioner Information**

Name: Overlook Trails, LLC  
 Address: N27 W24025 Paul Ct.  
suite 100  
Pewaukee, WI 53072  
 Email: blindgren@neumanncompanies.com

Office use only:

1. Town where property is located: Merton
2. Petitioned City or Village: Hartland
3. County where property is located: Waukesha
4. Population of the territory to be annexed: \_\_\_\_\_
5. Area (in acres) of the territory to be annexed: 39.81 ac
6. Tax parcel number(s) of territory to be annexed (if the territory is part or all of an existing parcel): MRTT0387997  
MRTT0387996

Petitioners phone: 262-542-9200

Town clerk's phone: 262-966-2651

City/Village clerk's phone: 262-367-2714

**Contact Information if different than petitioner:**

Representative's Name and Address:  
Neumann Developments, Inc.  
N27 W24025 Paul Ct.  
suite 100  
Pewaukee, WI 53072  
 Phone: 262-542-9200  
 E-mail: blindgren@neumanncompanies.com

Surveyor or Engineering Firm's Name & Address:  
Trio Engineering  
12660 West North Avenue #7  
Brookfield, WI 53005  
 Phone: 262-790-1480  
 E-mail: jpudelko@trioeng.com

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

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

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# Annexation Review Fee Schedule

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

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## Required Fees

There is an initial filing fee and a variable review fee

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

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

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

---

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

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

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

PETITION FOR ANNEXATION

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

**LEGAL DESCRIPTION:**

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

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

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

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

There are no persons residing in the territory.

Dated this 5 day of September, 2018



Overlook Trails, LLC

By: Steve DeCreene, Member

# ANNEXATION EXHIBIT "A"

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

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

UNPLATTED LANDS  
TAX KEY # MRTT0387999

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

UNPLATTED LANDS  
TAX KEY # MRTT0388990

TOWN OF MERTON  
VILLAGE OF HARTLAND

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

1318.955

UNPLATTED LANDS  
TAX KEY # HAV038899002

S00°30'30"W

## TOTAL ANNEXATION AREA

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

TAX KEY #  
MRTT0387997

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

SOUTHERN OAK DR

MARY HILL SUBDIVISION  
TAX KEY # MRTT0387999

N00°25'53"E

TAX KEY #  
MRTT0387996

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

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

33'

TOWN OF MERTON  
VILLAGE OF HARTLAND

S89°09'28"W 1313.71

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

VILLAGE OF HARTLAND  
TOWN OF MERTON



**NORTH**  
SCALE: 1" = 200'



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

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

DATE: 8/27/18

# ANNEXATION EXHIBIT "B"

## LEGAL DESCRIPTION:

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

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

## EXECUTIVE SUMMARY

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

**Condominium Name:** THE GLEN AT OVERLOOK TRAILS

### How is the condominium association managed?

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

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

### What are the parking arrangements at this condominium?

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GENERAL NOTES**

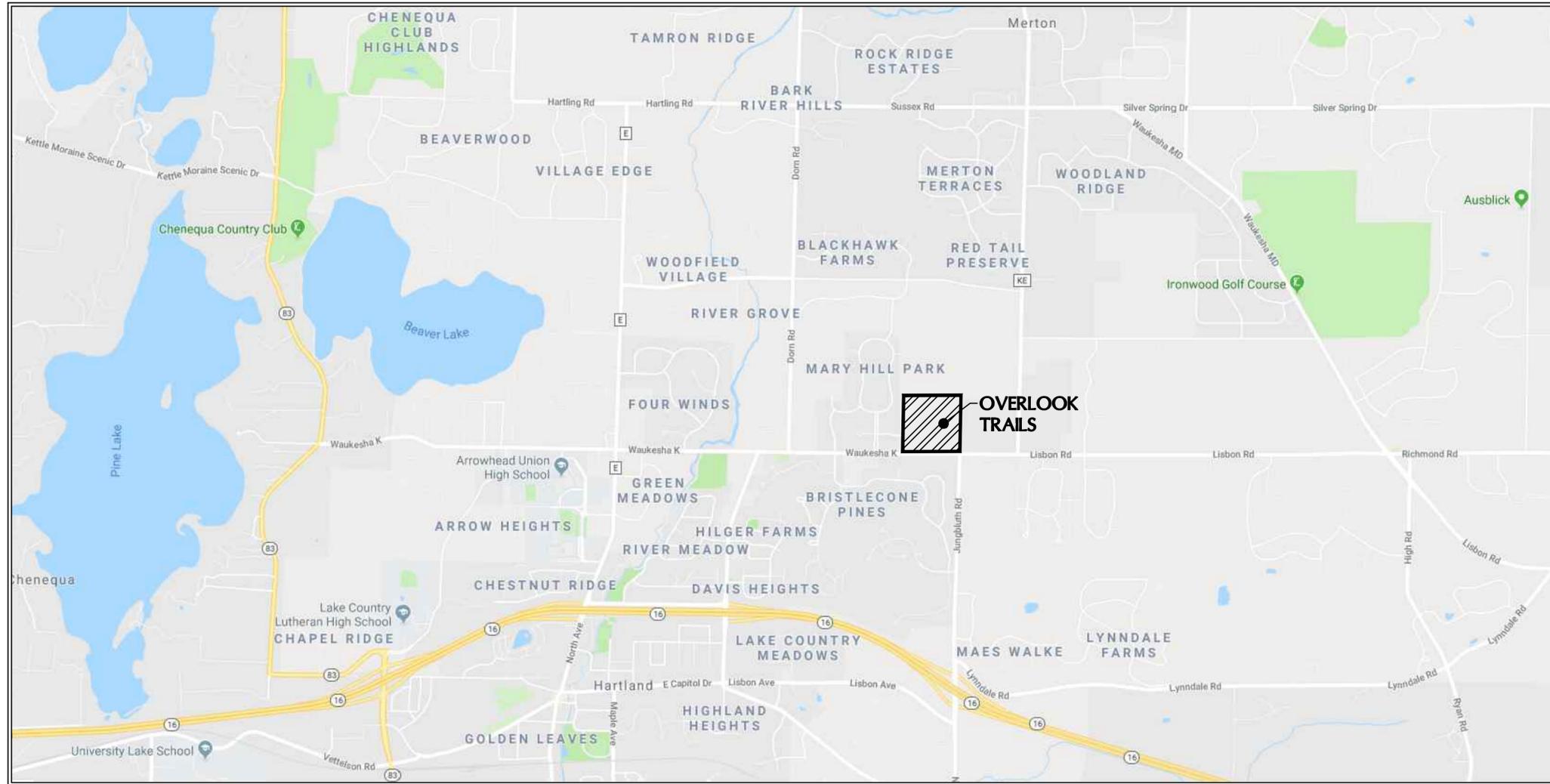
- THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.  
 -STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)  
 -THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY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

# THE GLEN AT OVERLOOK TRAILS

## SINGLE FAMILY CONDO DEVELOPMENT

### PRELIMINARY SITE DEVELOPMENT PLANS

VILLAGE OF HARTLAND, WISCONSIN



**LOCATION MAP**  
NOT TO SCALE

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

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

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

**SHEET INDEX**

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



12660 W. NORTH AVENUE, BLDG. D  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481  
EMAIL: JPUDDELKO@TRIOENG.COM

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

**REVISION HISTORY**

DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

**DATE:**  
AUGUST 27, 2018

**JOB NUMBER:**  
17005

**DESCRIPTION:**  
COVER SHEET

**SHEET**

**T1**

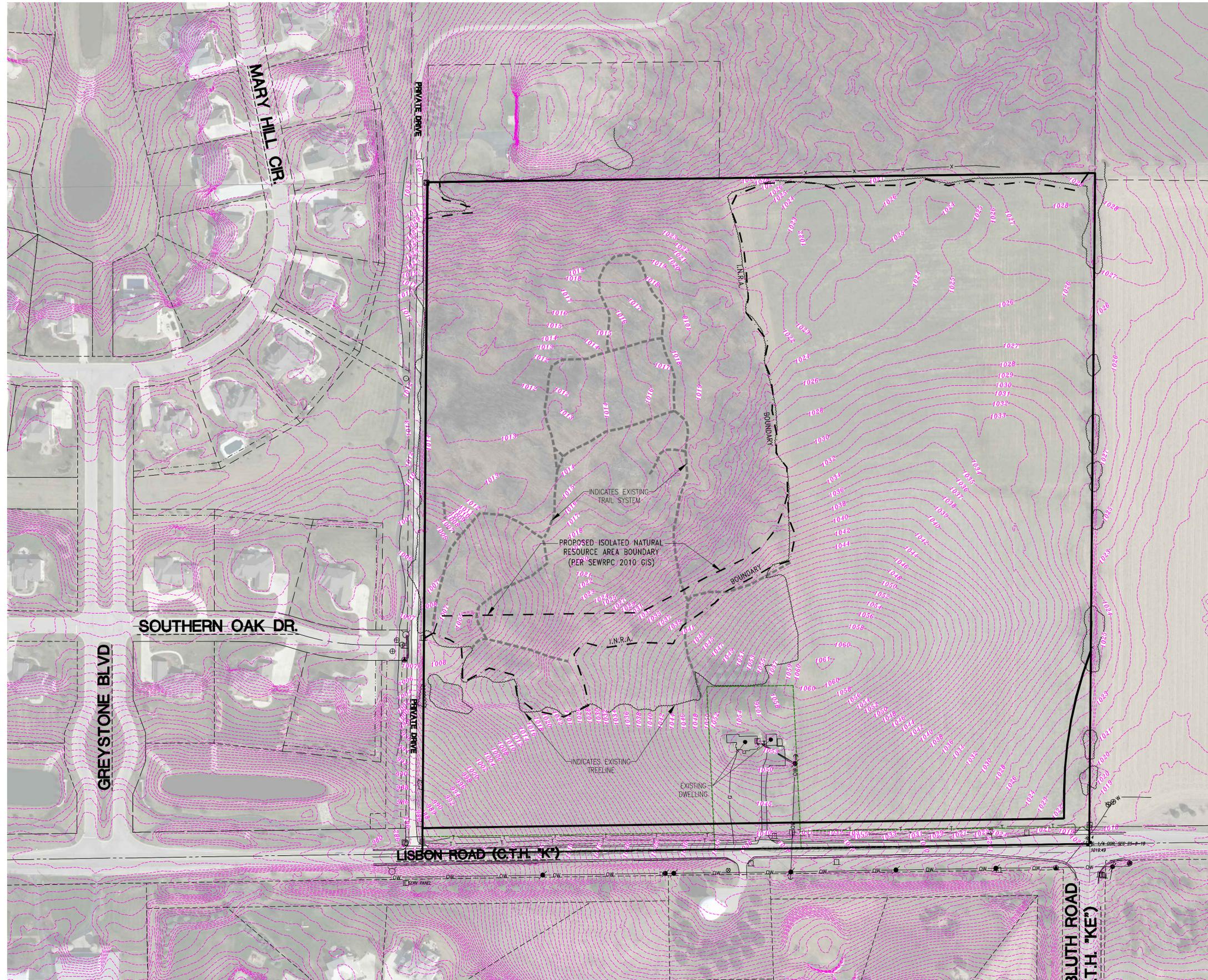
H:\C900\953\17005-01\PRELIMINARY\JUNGBLUTH\_PRELIM\_COVER & SITE PLAN.DWG



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

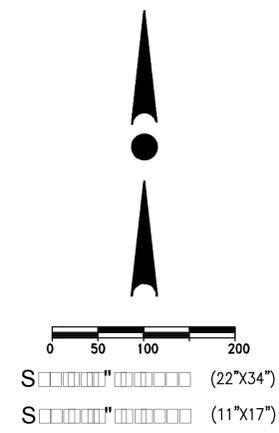
**NOTE:**  
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION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

H:\C900\953\17005-01\PRELIMINARY\JUNGLUTH\_PRELIM\_COVER & SITE\_PLAN.DWG



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.  
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12660 W. NORTH AVENUE, BLDG. D  
 BROOKFIELD, WI 53005  
 PHONE: (262) 790-1480  
 FAX: (262) 790-1481  
 EMAIL: jpudelko@trioeng.com

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

REVISION HISTORY	
DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

**DATE:**  
 AUGUST 27, 2018

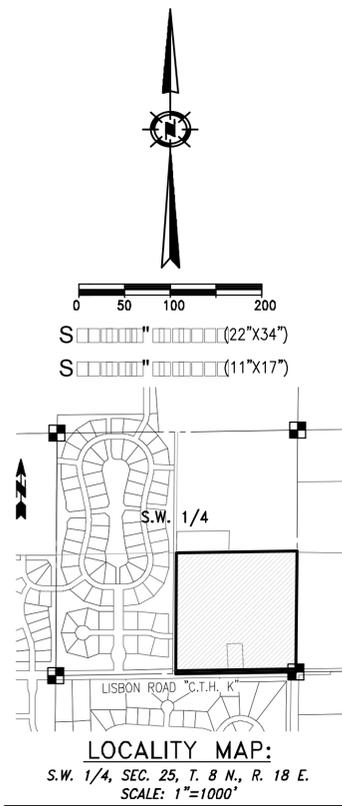
**JOB NUMBER:**  
 17005

**DESCRIPTION:**  
 EXISTING  
 SITE PLAN

**SHEET**

**C0.1**

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**DATA SUMMARY TABLE**  
50 Condominium Units

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

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

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

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

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

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

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

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

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

**PARKING SUMMARY**

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



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

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



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

**REVISION HISTORY**

DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

**DATE:**  
AUGUST 27, 2018

**JOB NUMBER:**  
17005

**DESCRIPTION:**  
OVERALL PROPOSED SITE PLAN

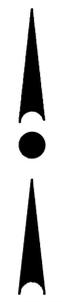
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**C1.0**



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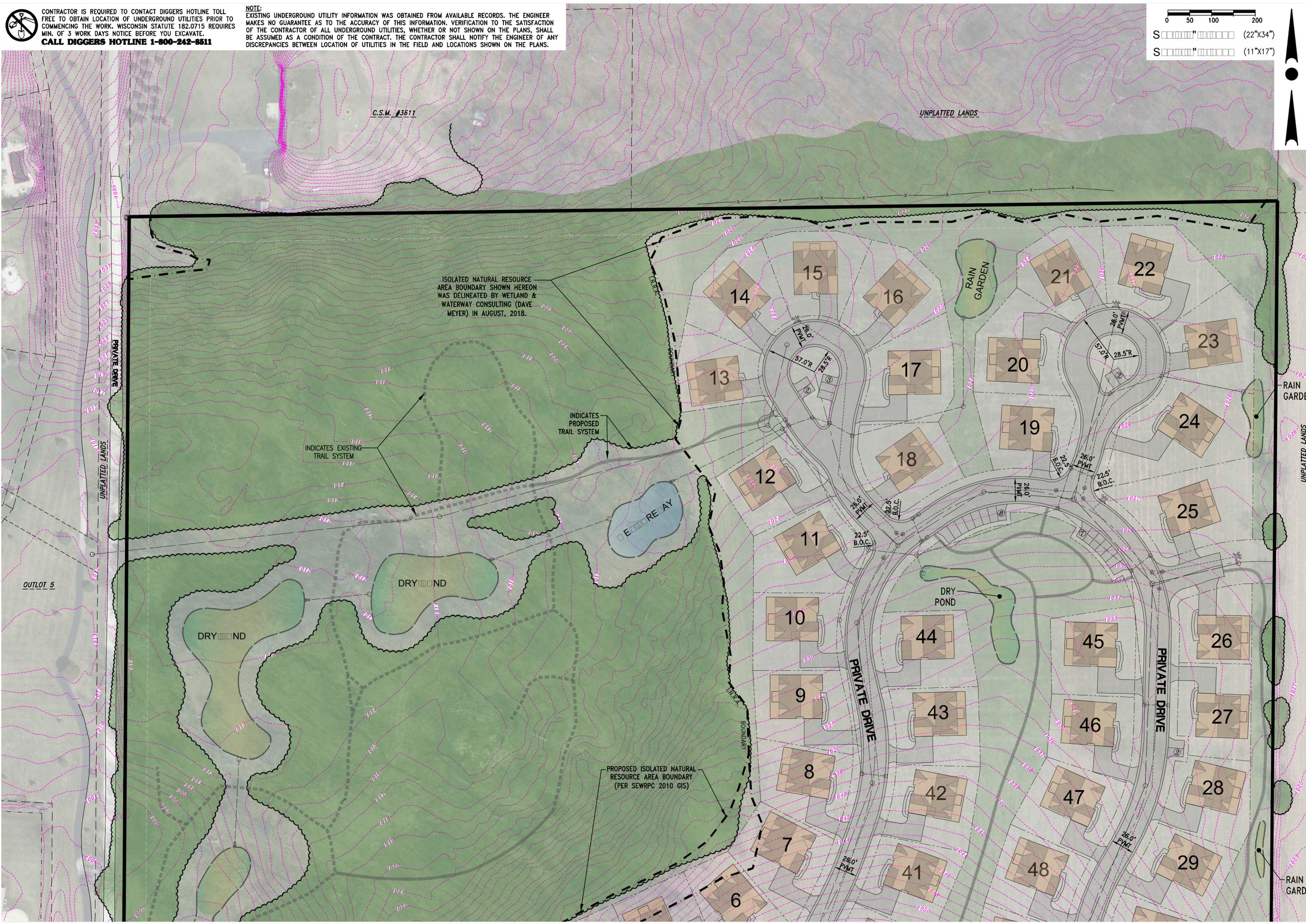
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0 50 100 200  
 S (22"x34")  
 S (11"x17")



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

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

**REVISION HISTORY**

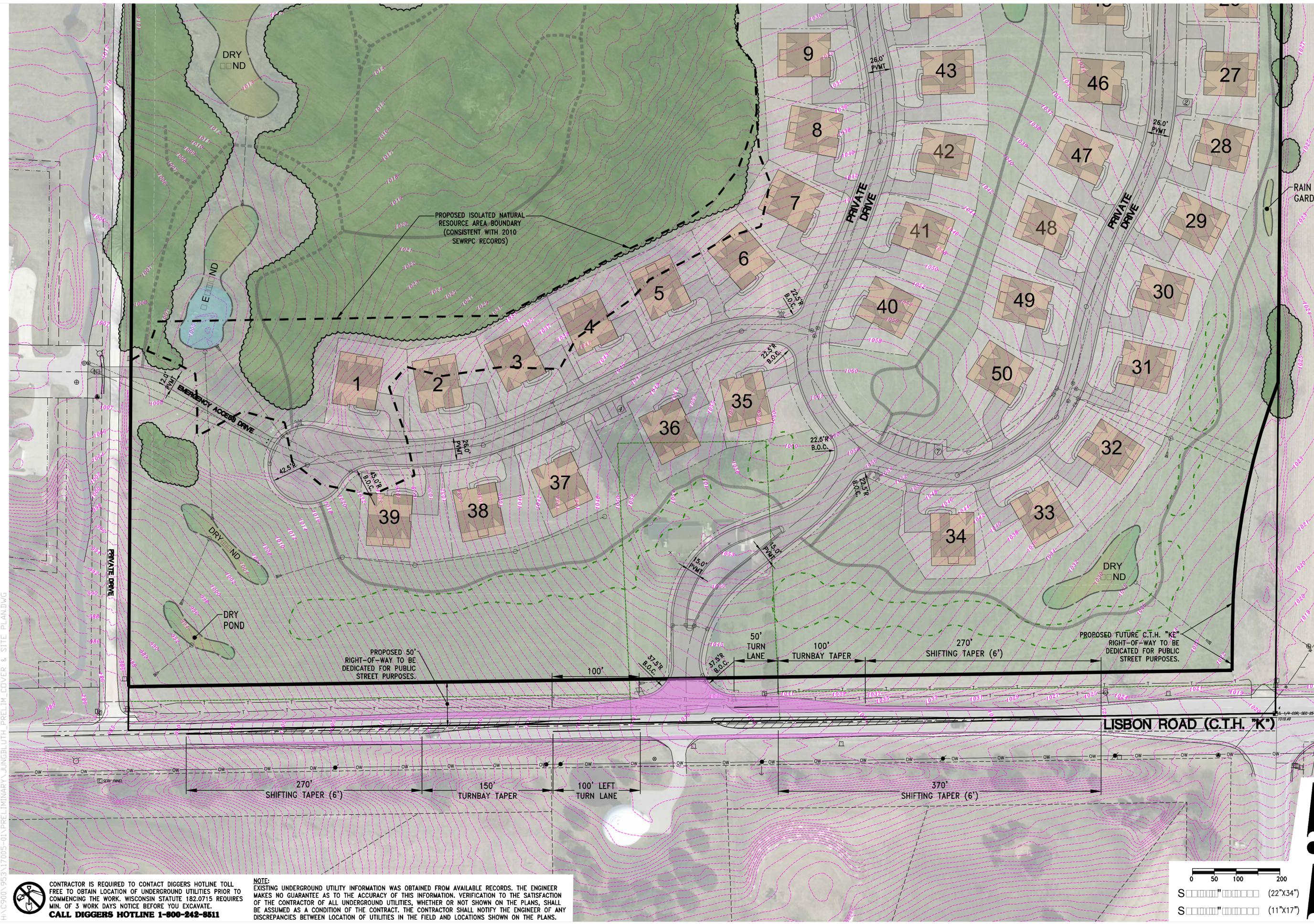
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08/27/18	PRELIMINARY SUBMITTAL

**DATE:**  
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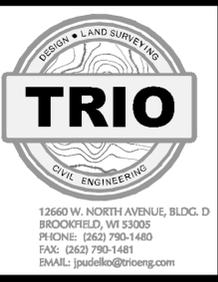
**JOB NUMBER:**  
 17005

**DESCRIPTION:**  
 SITE PLAN  
 - NORTH

**SHEET**  
**C1.1**



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

REVISION HISTORY	
DATE	DESCRIPTION
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**DATE:**  
 AUGUST 27, 2018

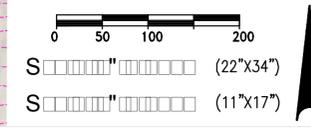
**JOB NUMBER:**  
 17005

**DESCRIPTION:**  
 SITE PLAN  
 - SOUTH

**SHEET**  
**C1.2**

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

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





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



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

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

**REVISION HISTORY**

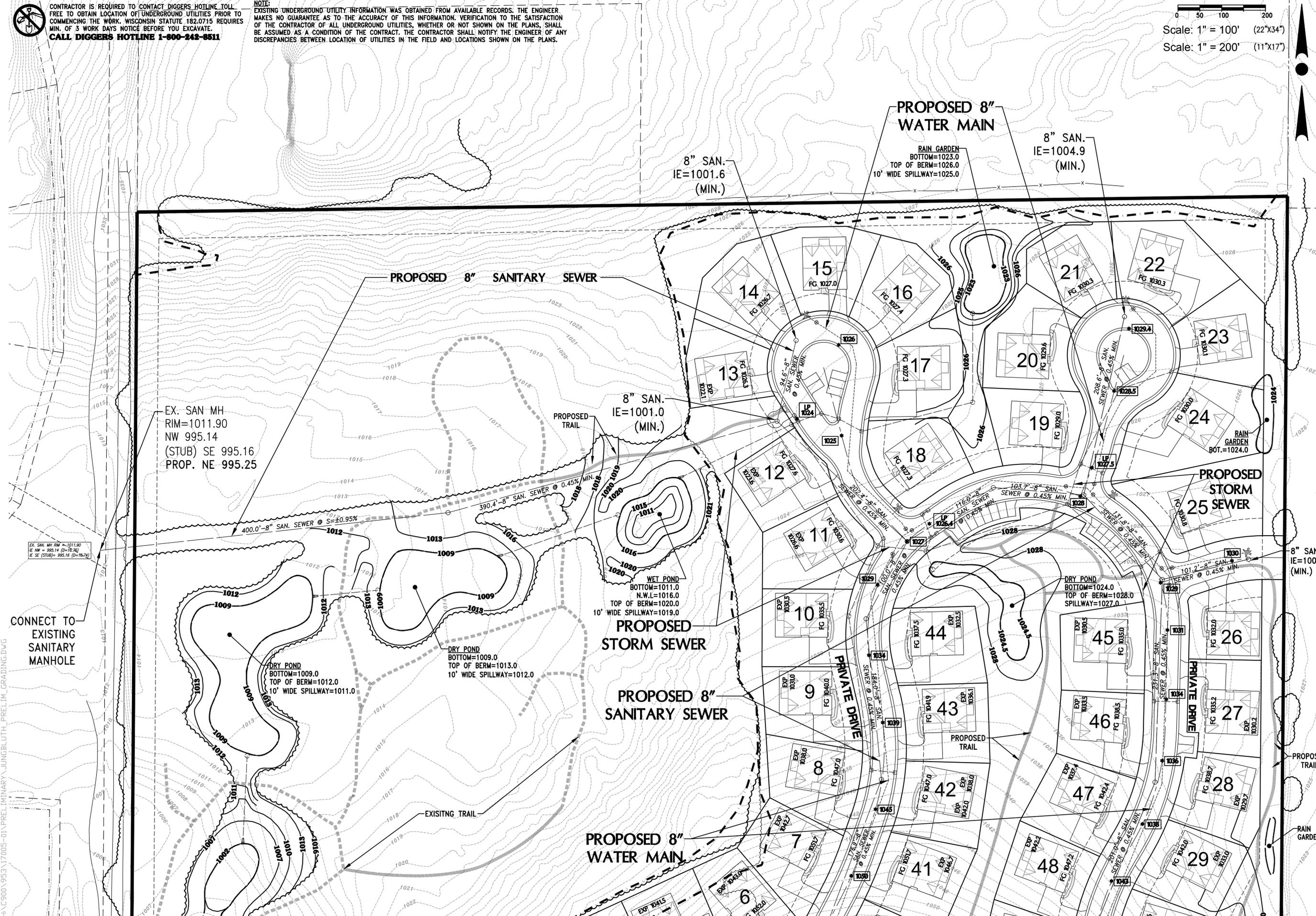
DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

**DATE:**  
AUGUST 27, 2018

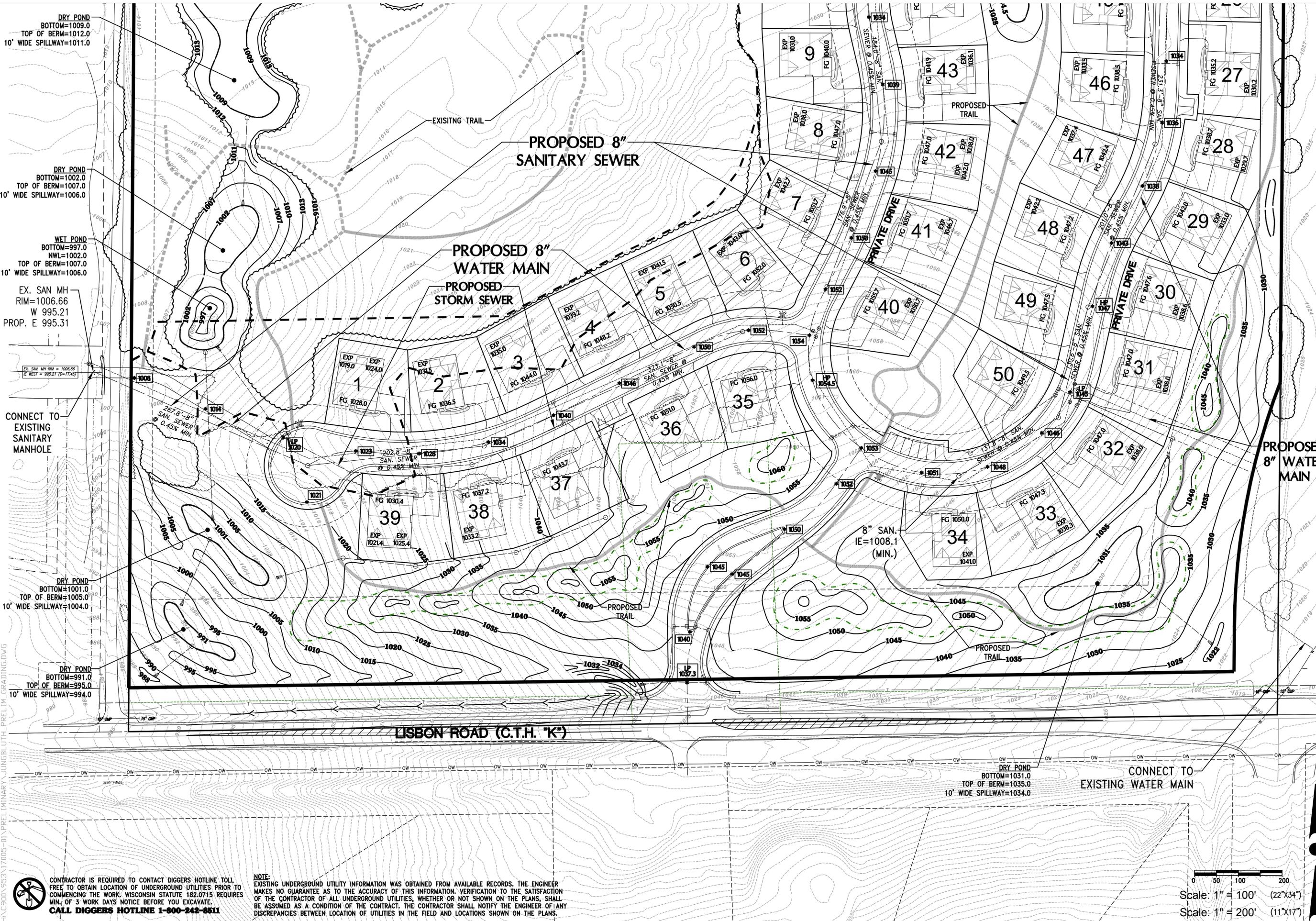
**JOB NUMBER:**  
17005

**DESCRIPTION:**  
GRADING  
& UTILITY  
PLAN - NORTH

**SHEET**  
**C2.1**



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

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

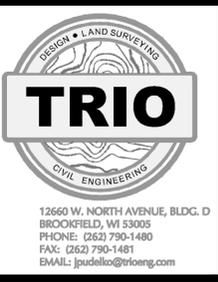
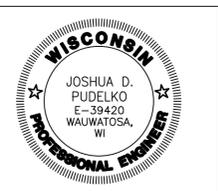
WET POND  
BOTTOM=997.0  
NWL=1002.0  
TOP OF BERM=1007.0  
10' WIDE SPILLWAY=1006.0

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

CONNECT TO  
EXISTING  
SANITARY  
MANHOLE

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

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



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

**REVISION HISTORY**

DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

**DATE:**  
AUGUST 27, 2018

**JOB NUMBER:**  
17005

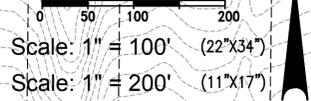
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GRADING  
& UTILITY  
PLAN - SOUTH

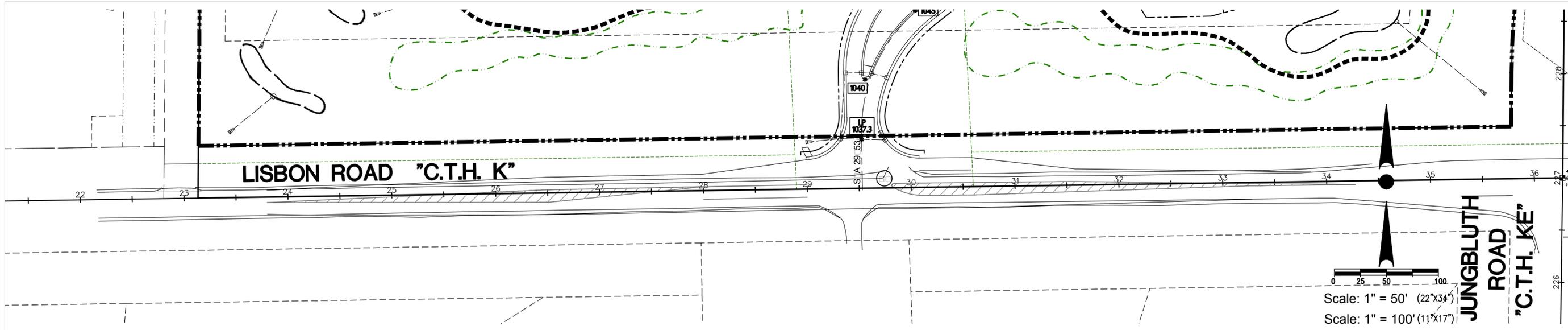
**SHEET**

**C2.2**

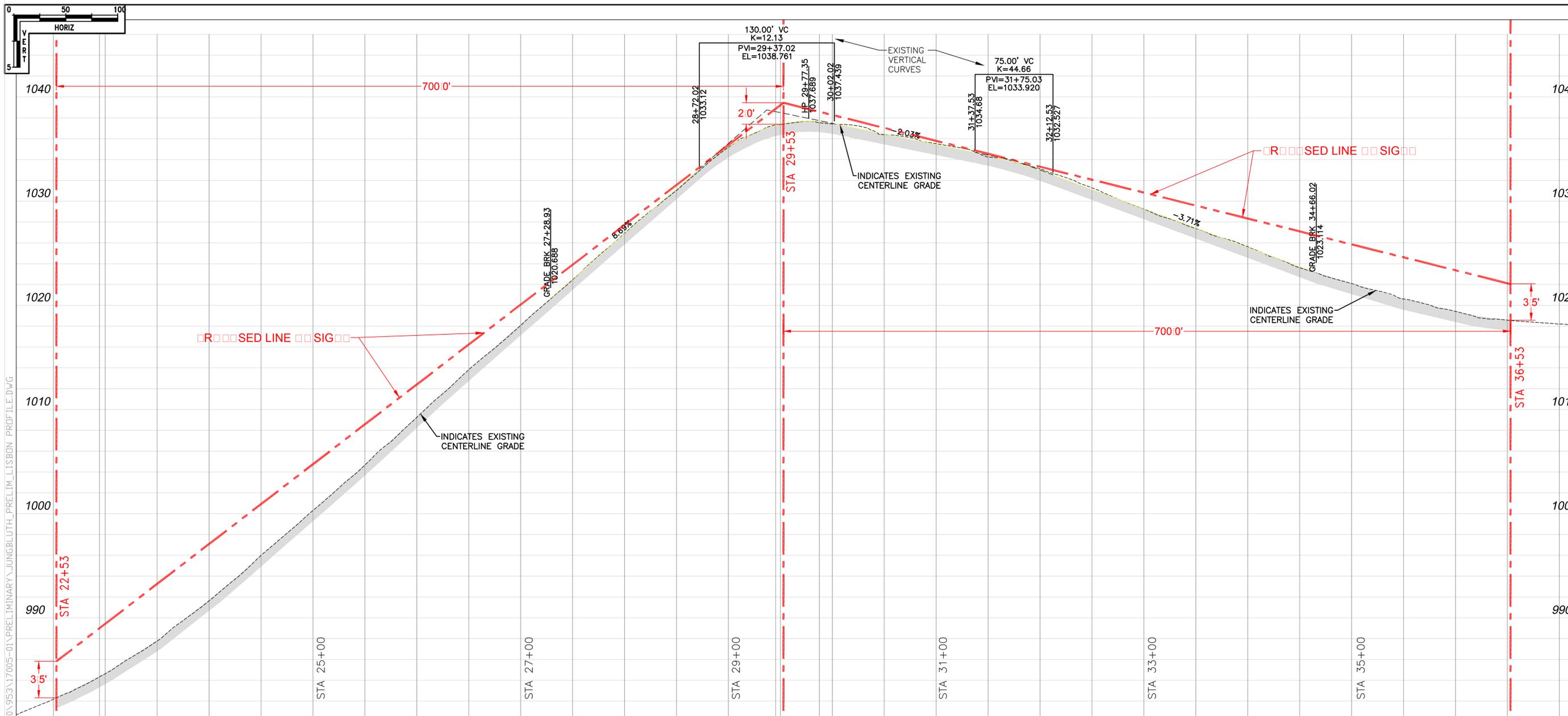
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EMAIL: jpuudelko@trioeng.com



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

**REVISION HISTORY**

DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

**DATE:**  
AUGUST 27, 2018

**JOB NUMBER:**  
17005

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

**SHEET**  
**C3.0**

# PRELIMINARY CONDOMINIUM PLAT OF THE GLEN AT OVERLOOK TRAILS

VILLAGE OF HARTLAND  
WAUKESHA COUNTY, WISCONSIN  
(Residential Condominium)

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

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



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



### NOTES:

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

### LEGAL DESCRIPTION:

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

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

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

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

### SURVEYOR'S CERTIFICATE:

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

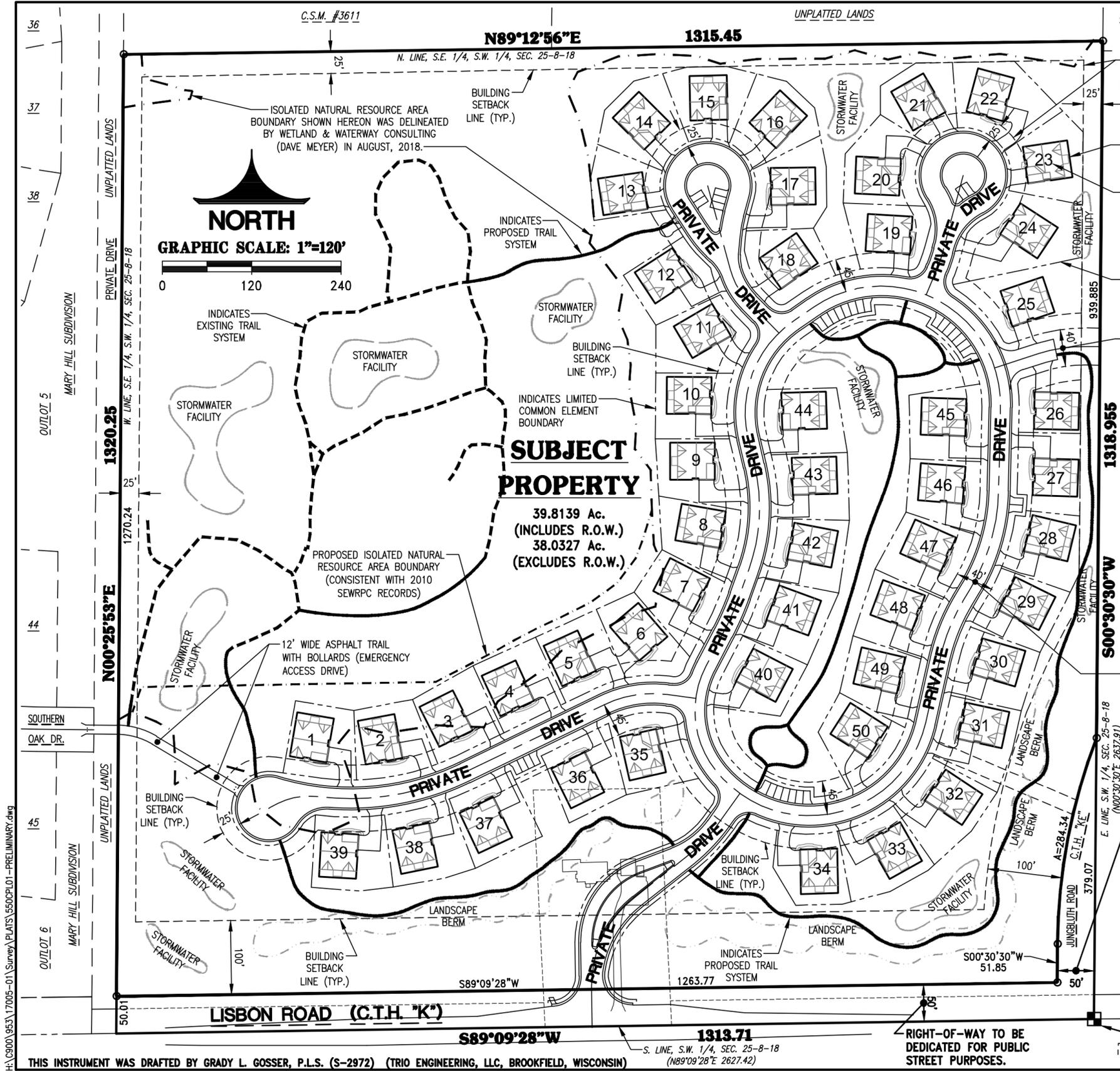
This Condominium Plat is a correct representation of "THE GLEN AT OVERLOOK TRAILS" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the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

Dated this 27th day of AUGUST, 2018.

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

DATE: 8/27/18

PAGE 1 OF 1



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## David Cox

---

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

Dave,

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

### Preliminary Condominium Plat

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

### Overall Proposed Site Plan

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

### Site Plan South – Sheet C1.2

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

### Grading & Utility Plan – North

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

### Grading & Utility Plan – South

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

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

#### Lisbon Road CTH K Plan and Profile

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

#### Other

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

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

*Vice President*



☎ 262-953-3002

📠 414-840-3296

✉ ramtmann@ruekert-mielke.com

🌐 ruekertmielke.com



R/M was named a 2018 Top Workplace! Learn more about [our culture](#).

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

Document Number

Document Title

Recording Area

Document Drafted By and Return  
to:

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

Attention: Steve DeCleene

PIN:

# The Glen at Overlook Trails Condominium

Declaration of Condominium

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

**Index of Declaration**

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

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

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

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

**1. STATEMENT OF DECLARATION.**

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

**2. NAME.**

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

**3. LEGAL DESCRIPTION.**

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

**4. DEFINITIONS.**

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

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

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

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

## **5. DESCRIPTIONS OF BUILDINGS AND UNITS**

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

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

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

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

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

## 6. EXPANSION OF CONDOMINIUM

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

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

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

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

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

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

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

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

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

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

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

## **7. COMMON ELEMENTS AND FACILITIES.**

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

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

### **7.3 Easements.**

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

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

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

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

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

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

## **8. LIMITED COMMON ELEMENTS.**

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

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

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

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

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

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

**10. ASSOCIATION OF UNIT OWNERS.**

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

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

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

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

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

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

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

#### **11. RESIDENTIAL PURPOSE.**

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

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

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

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

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

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

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

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

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

## **12. REPAIRS AND MAINTENANCE.**

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

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

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

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

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

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

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

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

### **13. DESTRUCTION AND RECONSTRUCTION.**

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

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

### **14. INSURANCE.**

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

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

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

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

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

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

## **15. COVENANT FOR ASSESSMENTS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **16. PARTITION OF COMMON ELEMENTS PROHIBITED.**

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

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

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

**18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.**

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

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

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

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

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

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

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

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

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

## **19. ARCHITECTURAL CONTROL.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **22. CONDEMNATION**

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

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

**23. INTENTIONALLY LEFT BLANK**

**24. GENERAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES TO APPEAR ON FOLLOWING PAGES]





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE GLEN AT OVERLOOK TRAILS**

**LEGAL DESCRIPTION:**

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

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

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

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

**EXHIBIT B**

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

DRAFT

**EXHIBIT C**

**CONDOMINIUM PLAT**

**[See attached]**

DRAFT



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

**INDEX**

**ARTICLE I  
Name and Purpose**

**ARTICLE II  
Members, Voting and Meetings**

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

**ARTICLE III  
Board of Directors**

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

**ARTICLE IV  
OFFICERS**

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

**ARTICLE V  
Declarant Control**

**ARTICLE VI  
Operation of the Property**

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

**ARTICLE VII  
Repairs and Maintenance**

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

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

- 8.1 Rules and Regulations.**

**ARTICLE IX  
General**

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

**ARTICLE X  
Amendments**

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

**ARTICLE XI  
Miscellaneous**

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

**ARTICLE XII  
Liability and Indemnity**

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

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

**ARTICLE 1**

**Name and Purpose**

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

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

**ARTICLE II**

**Members, Voting and Meetings**

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE III

### Board of Directors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV

### OFFICERS

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

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

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

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

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

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

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

## **ARTICLE V**

### **Declarant Control**

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

## ARTICLE VI

### Operation of the Property

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII**

### **Repairs and Maintenance**

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

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

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

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

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

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

## **ARTICLE VIII**

### **Duties and Obligations of Unit Owners**

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

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

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

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

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

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

**(e) Pet Rules and Regulations.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(3)** Junked, inoperative or unlicensed vehicles.

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

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

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

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

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

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

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

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

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

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

## ARTICLE IX

### General

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

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

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

## ARTICLE X

### Amendments

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

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

## ARTICLE XI

### Miscellaneous

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

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

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

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

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

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

## ARTICLE XII

### Liability and Indemnity

#### 12.1. General Scope and Definitions.

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

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

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

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

#### 12.2. Mandatory Indemnification.

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

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

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

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

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

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

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

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

**12.5. Partial Indemnification.**

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

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

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

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

**12.7. Limited Liability of Directors and Officers.**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Secretary/Treasurer

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

**I. DEFINITIONS** (for the purpose of rules enforcement)

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

**II. USE**

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

**III. OCCUPANCY**

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

**IV. LEASES**

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

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

## V. PERSONAL PROPERTY

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

## VI. DECORATIVE AND OTHER ITEMS

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

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

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

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

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

C. Holiday Decorations

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

## **VII. FLOWERS/LANDSCAPE PLANTS**

### **A. Flowers**

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

### **B. Landscape Plants**

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

## **VIII. EXTERIOR ALTERATIONS**

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

## **IX. WINDOWS AND WINDOW COVERINGS**

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

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

**X. SIGNS**

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

**XI. NOXIOUS ACTIVITY**

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

**XII. ANIMALS**

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

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

### **XIII. PARKING/VEHICLES**

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

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

#### **XIV. TRASH COLLECTION**

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

#### **XV. FEES**

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

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

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

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

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

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

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

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

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

#### **XVI. Solicitation and Garage Sales**

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

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

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

## **APPENDIX**

### Rules and Regulations Violation Notice and Correction Procedure

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

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

BADER REVOCABLE TRUST  
1156 MARY HILL CIR  
HARTLAND WI 53029

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

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

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CAROL M JUNGBLUTH  
W282N5811 WINKELMAN RD  
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BOBBIE D NEUMANN-YI  
1003 N CYPRESS CT  
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CHRISTOPHER M KILIAN  
KARA E KILIAN  
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DAVID S ELARIO  
LAURA I REYES  
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ELLEN R ENGEL  
1196 MARY HILL CIR  
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DENNIS F ZAGRODNIK II  
MICHELLE M ZAGRODNIK  
1006 N BLUESPRUCE CIR  
HARTLAND WI 53029

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

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

GERARD LIVING TRUST  
606 SOUTHERN OAK DR  
HARTLAND WI 53029

GORDON GEIGER  
KRISTINE KILE  
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HENRY LEFEVER  
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KORY K WEGNER  
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KRAUSE TRUST  
C/O DAVID & KAREN KRAUSE  
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WAUKESHA WI 53188

LOT OWNERS OF MARY HILL  
C/O MARY HILL HOMEOWNERS  
ASSOCIATION  
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TANYA SCHNEIDER  
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SCOTT KRAHN  
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SIDNEY DIXON  
VALERIE DIXON  
1604 E BRISTLECONE DR  
HARTLAND WI 53029-8677

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

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

THOMAS TAFT  
DELPHINE TAFT  
1602 E BRISTLECONE DR  
HARTLAND WI 53029

WALTER ROGERS  
1175 MARY HILL CIR  
HARTLAND WI 53029-8009

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

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



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

Job Address			
Lot	Block	Subdivision	Key No. HAV
Owner Evert - Luko Funeral Home		EMAIL evertluko@sbcglobal.net	Phone 367-2156
Address 170 Warren Ave		City Hartland	State WI Zip 53029
Contractor	Phone	FAX	EMAIL
Address	City	State	Zip

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

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

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

**Commercial/Industrial/Multifamily:**

- Four (4) bound sets of plans and application material and one (1) electronic copy of all submittals.
- Elevations must show all sides of the structure and state the building materials and colors. Additions must be shown with the existing building.

**Signs:**

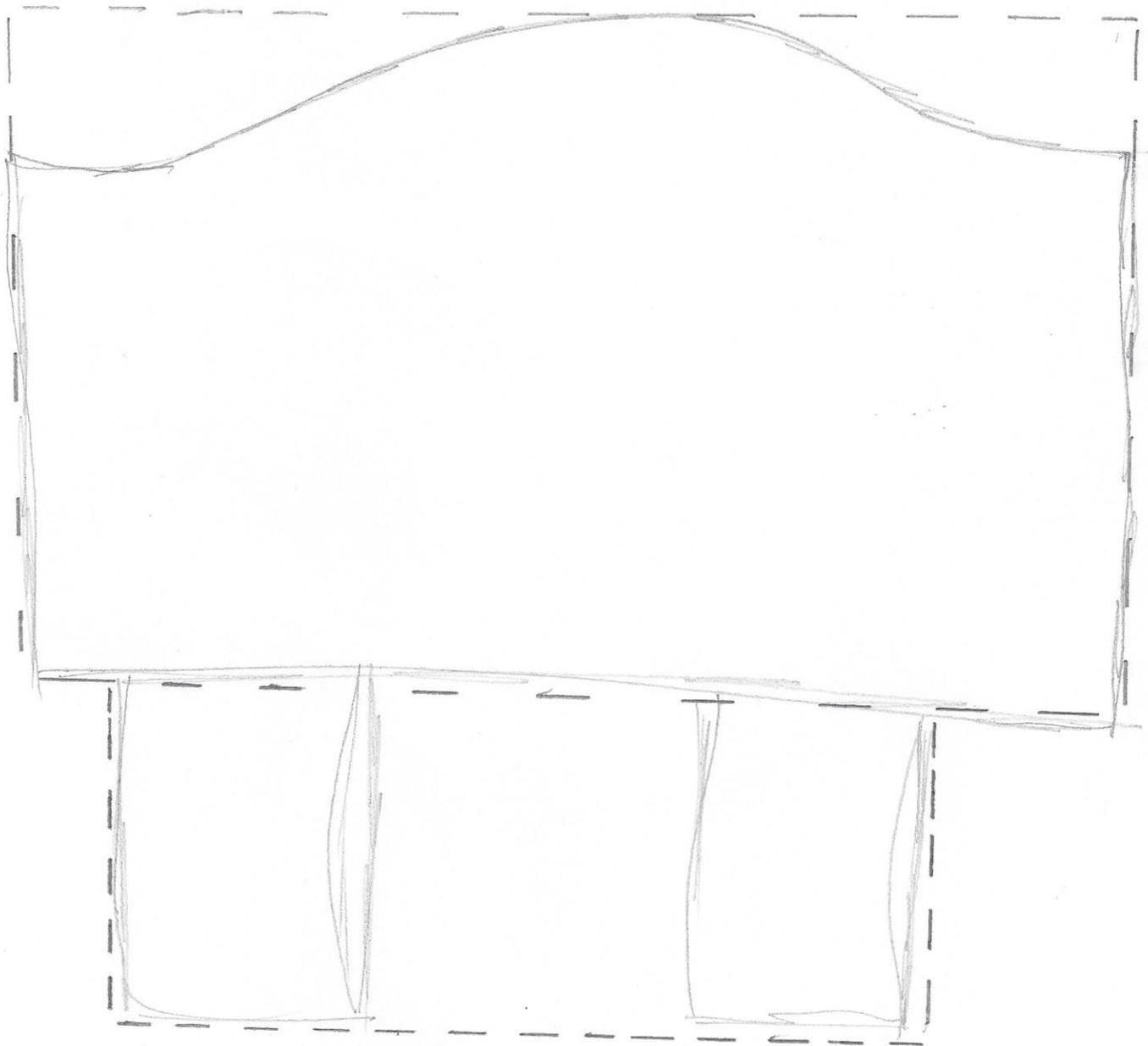
- Four (4) color renderings of the requested sign(s) and one (1) electronic copy of all submittals. Include colors and material type. Renderings are to be dimensioned and must show placement on building and height.
- Details (color picture) of all existing wall signs on the same building elevation. A photograph of the building with sign location shown is recommended.
- Four (4) site plans with dimensions. Not required for wall signs or other signs attached to the building. Four (4) sets of lighting details. Include type, location, number and photometric plan.
- Submit Sign Permit Application

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

Date Applied: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_ Item No. \_\_\_\_\_



EVERT-LUKO  
*Funeral Home*  
& CREMATORY



— existing sign

- - - new shape

127 E CAPITOL LLC  
249 PAWLING AVE  
HARTLAND WI 53029

ARKAD GROUP  
139 E CAPITOL DR  
HARTLAND WI 53029

BRASS INVESTMENTS LLC  
151 E CAPITOL DR  
HARTLAND WI 53029

CAITLIN B STRUCK AND ERIC STRUCK  
190 WARREN AVE  
HARTLAND WI 53029-2118

FLANAGAN-DORN POST #294  
231 GOODWIN AVE  
HARTLAND WI 53029

JAMES MUENZENBERGER AND LYNN  
MUENZENBERGER  
182 WARREN AVE  
HARTLAND WI 53029

MARIE CIOLEK  
185 WARREN AVE  
HARTLAND WI 53029-2117

MICHAEL BOOKS  
206 GOODWIN AVE  
HARTLAND WI 53029

RENEE M EVERT  
170 WARREN AVE  
HARTLAND WI 53029

SALEDAY LLC  
8711 W BROWN DEER RD  
MILWAUKEE WI 53224-2116

SHERPERS INC AND GALE L SLATES  
N49W34291 ROAD P  
OKAUCHEE WI 53069-9706

SSI WALKER PROPERTIES LLC  
143 E CAPITOL DR  
HARTLAND WI 53029



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

Job Address <b>119 E Capitol Drive</b>			
Lot	Block	Subdivision	Key No. HAV
Business Owner <b>Robin Hicks</b>		EMAIL <b>robin@speechlanguage4kids.com</b>	Phone <b>815-499-2744</b>
Address <b>N41 W22672 Sunder Creek Dr</b>		City <b>Pewaukee</b>	State <b>WI</b> Zip <b>53072</b>
Contractor <b>Signarama</b>		Phone <b>262-691-9991</b> FAX	EMAIL
Address <b>W37 N2889 Woodgate Dr</b>		City <b>Pewaukee</b>	State <b>WI</b> Zip <b>53072</b>
<i>unit B</i>			

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- Details (color picture) of all existing wall signs on the same building elevation. A photograph of the building with sign location shown is recommended.
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- Four (4) sets of lighting details. Include type, location, number and photometric plan.
- Submit Sign Permit Application

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

Date Applied: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_ Item No. \_\_\_\_\_

Signarama - Pewaukee  
**KMS Sales Incorporated**  
 W237N2889 Woodgate Road, Unit B  
 Pewaukee WI 53072  
 United States  
 Phone: 262-691-9994  
 Fax : 262-691-9995  
 ken@signarama-pewaukee.com  
 www.signarama-pewaukee.com  
 EIN # : 45-2831066



<b>Quote 7797 - New Office Signage</b>	<b>Expiration Date : 10/17/2018</b>
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Quote for	Contact	Shipping/Install
<b>Speech/Language Therapy for Kids, LLC</b> N41W22672 Sunder Creek Drive Pewaukee Wisconsin 53072 United States	<b>Robin Hicks</b> Phone : (815) 499-2744 Email : speech.language4kids@gmail.com Address : N41W22672 Sunder Creek Drive Pewaukee Wisconsin 53072 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
<b>7797</b>	09/17/2018	<b>Ken Skarie</b> Ken@signarama-pewaukee.com (262) 422-5881	50/50		

**Items**

#	Item	Qty	Unit Price	Total	Tax
1	<b>Over Door Sign - 6 mm Dibond</b> W:67.0 in. X H:21.0 in., Digitally Printed 6 Color Process Digitally printed and laminated vinyl graphics produced on 6 mm Dibond substrate to customer approved artwork. All artwork and set up charges included. Full Color	1	\$205.00	\$205.00	\$10.46
2	<b>Window Graphics - RTA Vinyl</b> 6.5 sq ft., Digitally Printed 6 Color Process Digitally printed and laminated vinyl graphics produced to customer approved artwork. All artwork and set-up charges included.	1	\$71.50	\$71.50	\$3.65
3	<b>Installation Services - Outdoor</b> Installation of over door sign and window graphics at customer location.	1	\$100.00	\$100.00	\$5.10

<b>Total</b>		
Sub Total	Total Tax(%)	Final Price
<b>\$376.50</b>	<b>\$19.21 (5.1%)</b>	<b>\$395.71</b>

<b>Downpayment (50.0 %)</b>	\$197.86
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**Terms And Conditions**

Invoices & Cancellation of Orders: Sign-A-Rama (Vendor) prepares your order according to your specifications. Therefore, prior to its commencement, your order is only cancelable with the Vendor's prior written consent. After commencement of your order (the point at which materials are assembled and work has begun), your order is non-cancelable. The Customer is Solely Responsible for Proofreading Vendor does not assume any responsibility for the correctness of copy. Therefore, you must review and sign a proof prior to our commencement of your order. By signing your proof, you approve of its content and release the Vendor to commence our work. You are solely responsible for the content of the proof once it has been signed. However, if we should make an error in producing the work as proofed, please be assured that we will redo the work as quickly as possible and without charge to you. Vendor's Liability Vendor's total liability is hereby expressly limited to the services indicated on the invoice and Vendor will not be liable for any subsequent damages, consequential damages, or otherwise. All dates promised on this invoice are approximations unless the word "firm" is written and acknowledged by the Vendor.

Terms of Payment: Upon ordering, you must give Vendor a 50% deposit. Your balance will be due upon delivery and/or installation. Vendor may, at its sole discretion, extend credit terms to you upon approval. Collection Procedures: Invoices are considered delinquent thirty (30) days from the date that your order is completed. After the thirtieth day, a late charge of \$25.00, together with interest accruing at the rate of 1.5% per annum, or the maximum rate allowable by law is assessed. You shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees. Customer's Acceptance of Work: Customer's acceptance, either personal or through his/her agent(s) and/or employee(s) of the work ordered shall be deemed as full acceptance. This means that by accepting delivery of the work, customer affirms that the work substantially conforms to all expectations. Lost or Substantially Forgotten Work: If customer does not take possession of completed work within thirty (30) days from notification of completion, then the work will be considered lost or forgotten, and vendor will not be responsible for further loss. Customer will be billed and responsible for payment for work that has been completed

for **Speech/Language Therapy for Kids, LLC**

<b>Signature</b>		<b>Date</b>	
------------------	--	-------------	--

We agree to your terms and conditions. Please proceed with the order.



Hartland Business Improvement District  
2018 Exterior Sign and Awning Program Application

1. Applicant Name: Robin Hicks

2. Name of Business: Speech/Language Therapy for Kids, LLC

3. Business address where sign/awning will be installed: 119 E Capitol Dr

4. Home Address: N41 W22672 Sunder Creek Dr City: Pewaukee Zip: 53072

5. Contact Numbers: Work same Home: same  
Cell: 815-499-2744 Email: robin@speechlanguage4kids.com

6. Web site address, if applicable: speechlanguagetherapyforkids.com

7. Legal entity of applicant, check one:  
 Sole Proprietorship  Partnership  Corporation  LLC  Other: \_\_\_\_\_

8. Status of Applicant:  Property Owner  
 Tenant : Building owner name: Erick Fabyan  
 Building owner phone number: 262-367-2126

9. Give a brief description of the project and any other future building improvements: Over door sign and window graphics

10. Cost of project: Sign: \$205 Awning:  Installation: \$100  
 Lighting:  window graphics = \$72 Permit: \$75 Total Estimated Cost: \$452

11. Proposed start date: as soon as approved Expected completion date: \_\_\_\_\_

12. Affirmations: I have read and understand the process and rules to receive the Hartland B.I.D. Sign and Awning Grant Program funds. I understand that failure to abide by the outline process and rules will result in denial of the funds. I understand the project may be inspected by representatives of the B.I.D. for compliance to the project as submitted with the application. I understand that should the project be found not in compliance with the original application and proposal as submitted and approved, I may be denied issuance of the B.I.D. grant funds. The undersigned applicant(s) affirms that the information submitted herein is true and accurate to the best of my knowledge. I have read and understand the conditions of the Hartland B.I.D. Sign and Awning Grant Program and agree to by the conditions and guidelines.  
 The applicant's presence at the B.I.D. Design Committee meeting is highly encouraged to help expedite the application review process.  
 Thank you for submitting your application to the Hartland Business Improvement District.

Applicant Signature: Robin Hicks Date: 9/28/18

Tenant Signature, if Applicant: Robin Hicks Date: 9/28/18

Building Owner Signature: [Signature] Date: 10/11/18

PLEASE RETURN COMPLETED APPLICATION TO:  
 Hartland B.I.D. Business Improvement District, 135 Cottonwood Ave., Hartland, WI 53029  
 Phone: 262-367-6560 · Email: hartlandbid@att.net · www.downtownhartland.com

**CUSTOMER INFO:**

COMPANY NAME/CONTACT:

ADDRESS:

PHONE#:

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# Speech/Language

## Therapy for Kids, LLC

67" Wx 21" H

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**W237 N2889 Woodgate Rd, Unit B  
Pewaukee, WI 53072**

**P: 262-691-9994 | F: 262-691-9995**

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47" Wx 18.25" H

**Speech/Language**

Therapy for Kids, LLC

815-499-2744

Receptive & Expressive Language

43.5" Wx 3" H

Social Skills • Speech • Voice • Fluency

51" Wx 3" H

\*Grey represents Window

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FLANAGAN-DORN AMERICAN LEGION  
231 GOODWIN AVE  
HARTLAND WI 53029

127 E CAPITOL LLC  
249 PAWLING AVE  
HARTLAND WI 53029

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

BMO HARRIS BANK NA  
111 W MONROE ST  
CHICAGO IL 60603-4096

EMANDEMCO LLC  
142 E CAPITOL DR STE 300  
HARTLAND WI 53029

GD HOLDING LLC  
W300N9083 E COUNTY RD E  
HARTLAND WI 53029-9512

HEARTFELT PROPERTIES LLC  
N46W28654 WILLOW BROOK CT  
HARTLAND WI 53029-2290

LT GROUP LLC  
250 MONASTERY HILL DR  
OCONOMOWOC WI 53066

P RADNEK AND J BOWAN  
128 E CAPITOL DR  
HARTLAND WI 53029

STOP-N-GO OF MADISON INC  
2934 FISH HATCHERY RD  
MADISON WI 53713