

JOINT ARCHITECTURAL BOARD/PLAN COMMISSION AGENDA
MONDAY, JUNE 15, 2020
7:00 PM
MUNICIPAL BUILDING, 210 COTTONWOOD AVE.

Roll Call

Public Comments: Please be advised the Joint Architectural Board/Plan Commission will receive comments from the public related to any item(s) on the agenda for a three minute time period per person, with time extensions per the Chairman's discretion.

1. Consideration of a motion to approve the Jt. Architectural Board/Plan Commission minutes of two May 18, 2020 meetings.
2. Architectural Board review and consideration of an application for signage for Lake Country Caring, 603 Progress Drive.
3. Architectural Board review and consideration of an application for addition of a three season sunroom at the Pickens residence, 686 Briarcliff Ct.
4. Architectural Board review and consideration of an application for construction of a new residence for Rajesh Santharam, 1907 E. Bristlecone Drive.
5. Architectural Board review and consideration of an application for construction of a new residence for Christopher & Jennifer Erato, 415 E. Capitol Drive.
6. Architectural Board review and consideration of an application for installation of a fence for Hartland Maple Property, LLC, 340 Maple Avenue.
7. Plan Commission review and consideration of a proposed Planned Unit Development and preliminary site and building plans for property on Campus Drive east of Lake Country Lutheran.
8. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regards to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.

9. Adjourn.

Tim Rhode, Village Administrator

A complete packet of meeting materials is normally available by 5:00pm on the Friday before the meeting on the Village website: www.villageofhartland.com (Government/Agendas and Minutes). Notice: Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Darlene Igl, WCPC/CMC, Village Clerk, at 262/367-2714. The Municipal Building is handicap accessible.

Individuals attending public meetings in person will be required to **maintain appropriate social distancing**, (i.e., maintain a 6-foot distance) and be **free of symptoms** related to COVID-19.

**JOINT ARCHITECTURAL BOARD/PLAN COMMISSION MINUTES – ST. CHARLES
MONDAY, MAY 18, 2020
6:30 PM
ZOOM MEETING**

Present: Jeff Pfannerstill, James Schneeberger, Tim Hallquist, Tim Fenner, David de Courcy-Bower, Ann Wallschlager and Dino Xykis.

Others Present: Administrator Rhode, Building Inspector Hussinger, Ryan Amtmann and Deputy Clerk Bushey.

Absent: Jeff Bierman

Call to Order- 6:30 pm

1. Architectural Board and Plan Commission review and consideration of plans for construction of a new church facility for St. Charles Church, 313 Circle Drive.

Pfannerstill commented that this will be a huge improvement to the storm water plan. Brad Seubert said at the previous meeting there was a lot of talk about the driveway and the center driveway. Their take away on that was to improve upon that. The current plan shows the western driveway eliminated with 1 lane coming in and 2 going out. He also said the landscaping has been improved. They are looking to start the project in the fall. Amtmann said the Conditional Use on the 9-19 meeting comments contains additional comments that will be added to the Site Plan.

Wallschlager asked why they are waiting until fall, Michael Canttani said there have been some issues with the contractor they are still working out and it will start after fall fest.

Xykis asked if there was a tree study done. Brad Seubert said trees and bushes were taken out and they will be replacing what was taken out. He said there was no study done on sound.

deCourcy-Bower thanked St. Charles for listening to the feedback that came in. He said he thinks it looks great and all the issues seem to have been resolved. There was brief discussion on the removal of some of the handicap parking spaces, brad said originally there were more than required by code and the current amount is still within code. Wallschlager commented she thinks it flows very well. Pfannerstill asked Hussinger if he had anything he would like to add. Hussinger said he likes the plan and has nothing to add. Pfannerstill said he thinks this will be outstanding for Hartland for years to come.

Amtmann added he would like to see an additional stipulation in the site plan regarding the outstanding items being worked out.

Motion (deCourcy-Bower/Wallschlager) to approve the plans for construction of a new church facility contingent on working out any outstanding items. Carried (6-0).

2. Adjourn-

Motion (deCourcy-Bower/Wallschlager) to adjourn. Carried (6-0).

Meeting adjourned at 6:59 pm.

Respectfully submitted by
Recording Secretary,

Deidre Bush y, Deputy Clerk

**JOINT ARCHITECTURAL BOARD/PLAN COMMISSION MINUTES
MONDAY, MAY 18, 2020
7:00 PM
MEETING ZOOM**

Present: Jeff Pfannerstill, James Schneeberger, Tim Hallquist, David de Courcy-Bower, Ann Wallschlager and Dino Xykis.

Others Present: Administrator Rhode, Building Inspector Hussinger, Ryan Amtmann, Deputy Clerk Bushey, Kyle Hanson, Jessica Timmer, Buck Knitt, Bob Rosch, Matt Burrow, Nicole Kulas, Steve Declene, Terry Foster, Cole Braun, John & Cheryl Malone, Tim Opaleski, Jeff Saatkamp, Bryan Lindgren and Matt Neumann.

Absent: Jeff Bierman

Call to Order at 7:11 pm-

1. Consideration of a motion to approve the Jt. Architectural Board/Plan Commission minutes of April 20, 2020.

Motion (Wallschlager/Hallquist) to approve the minutes for the April 20, 2020 meeting. Carried (6-0).

2. Architectural Board review and consideration of an application for signage for Reichl & Kolstad Orthodontics, 870 Rose Drive.

Hussinger said they are relocating the wall sign and it will be non-illuminating. There was brief discussion on the sign.

Motion (Wallschlager/Hallquist) to approve signage for Reichl & Kolstad Orthodontics, 870 Rose Drive. Carried (6-0).

3. Architectural Board review and consideration of an application for replacement of a sign for Hartland Terrace, 327 North Avenue.

Hussinger said the replacement sign will be in the same location and the same size. Brief discussion on the replacement sign. Wallschlager asked why they don't do a bigger sign. Hussinger said it is institutional and they don't feel like it needs to be bigger.

Motion (Wallschlager/Hallquist) to approve the replacement sign for Hartland Terrace, 327 North Avenue. Carried (6-0).

4. Plan Commission review and consideration of an Extraterritorial Certified Survey Map in the Town of Delafield.

President Pfannerstill commented this does not affect Hartland and Building Inspector Hussinger said the property would very unlikely ever come to the Village.

Motion (deCourcy-Bower/Wallschlager) to approve the Extraterritorial Certified Survey Map in the Town of Delafield. Carried (6-0).

5. Items related to potential development of property on Campus Drive east of Lake Country Lutheran:

a. Plan Commission review and consideration of a petition to rezone property to the RM-1 Multi-Family Residential District and the RS-5 Single Family Residential District.

Pfannerstill suggested taking this in 2 parts. Rhode said even though it's been to Plan Commission and Village Board before. However this is the first official meeting regarding this especially since there is a new member on the Plan Commission.

Bryan Lindgren was present and said most of the commissioners are familiar with this. He said this property is east of Campus Drive. When they came in with the concept they have stayed pretty consistent with that. He said they envision the site as mixed use type of development. He said it is currently zoned institutional and they would like to propose various density of residential uses with a portion of property being retained by owner for institutional for potential future uses. The property is approx. 53 acres and divided thru center by paved trail and the southern part of the property will be proposed for multi family with an RM-1 zoning. They designed that for multifamily apartments which will have 138 units and the zoning there falls within the RM-1 zoning density allowable. He said on the north side they are proposing single family condos. He said they are hoping to appeal to 1st time buyers with the single family condos, with it probably having more 2-story than ranches. He said there will be connectivity with the trail system. Lindgren said they completed a tree survey and included it with the submittal. He said it allows them to see what areas they can develop and what areas they cannot. Pfannerstill said anyone can look at the tree and traffic study they did and the extent of it and appreciate it. He said it does make it easier to look at the project.

b. Plan Commission review and consideration of a petition for a Planned Unit Development

Ryan Amtmann said village staff reviewed all info and is considering it to be pre- petition PUD. He said what the Plan Commission is looking at tonight is a general conception plan. Village Engineer Amtmann said there are 3 things they want to highlight, have discussion with the Commission and if the Commission wants to move forward then it would be appropriate to give signal of support along general conceptual development plans so Neumann team can assemble remaining things they need to in order to submit it. He said

the parcel of land as it currently stands with the Villages smart growth plan, and calls for the land to split into 3 parcels and for the northern 2 pieces with single family condos and multifamily apartments to be developed as consistent with the plan. He said it also contains UCO, and that preserves parts of the property permanently into the future as environmental corridor for enjoyment of the public. He said INRA encompasses a majority of the site and the write up he provided in the packet, you will see that property as it exists today is fairly wooded and vegetated more so older growth areas.

He said the 2nd key point he wanted to bring to the Commissioners attention is the nature of the infrastructure that would be constructed and that would be the sanitary sewer and water system, the storm sewer and the roadways. He said the primary road would run east-west on top of property existing sewer and water would be a public street and not proposed to connect to Willow Drive. He went on to say everything to the North in the single family condos area would be private infrastructure, the sanitary sewer, the water main, storm sewer, the roadway, pedestrian sidewalks is proposed to be private infrastructure not owned by the Village. He said the long term care and maintenance of the infrastructure would be the responsibility of the condo association.

Lindgren said the comp plan was adopted last fall. The primary road will run on the sewer- it will be a public road and not connect to Willow Drive. The sidewalks will be private and the roadway in the single family condo's area will be narrower. He said the roads in the multi-family area will be private.

Resident Jeff Saatkamp commented about the activity currently going on at the property and if the developer already had approval. Lindgren said a lot of it is normal surveying, soil testing requirements and storm water testing. Resident Dennis Sisko commented that the end of Willow is a spillway because of flooding and would like to know how the Village solve that. Amtmann said they will need to evaluate the flooding pattern and draining patterns. Pfannerstill asked Amtmann if it seemed like an appropriate storm water plan. Amtmann said yes. He said it is a 648 page plan and the water will continue to integrate into the ground. Dennis Sisko commented that it is a shame it wasn't turned into a park. Pfannerstill commented that in the tree study that was done they have the exact coordinate of every tree and there are over 2000 trees. He said the amount of their report/study is extensive and commended them on the job they did with it. He also said it is available on the Village website.

Jeff Saatkamp asked if Neumann Development will be asking for TIF assistance or special care and Pfannerstill said no they will not.

Dennis Sisko asked if Lake Country Lutheran H.S. still owns the property how can the Developers go in there when they don't own it yet. Pfannerstill said they have an agreement.

Jill Purvis of W305 N5250 Gale Ln, asked how many single family condos are being proposed. Lindgren said 47.

Nicole Kulas asked if the Development goes through will the trails be open to the public.

Lindgren said all the trails have been mapped and some will be relocated and it will reserve public right to walk on them.

Cole Braun from the Lutheran High School association commented that they have owned that property for some time and when they cut the trails they were private property but that being good neighbors and wanting to build the community those the trails have been open to the public even though they are located on private property. He said they felt it was important so when they started their discussions with Neumann Developers and Catalyst they were just as eager to continue for that to happen and for the last 10-12 years they have been open to the public even though they are on private property.

Nicole Kulas asked if the High School had any concern with that many people moving in there. Lindgren said a traffic study was done and the roads are able to handle much more than that. There was discussion by the board regarding Willow Drive. It was pointed out that the developer doesn't care if they connect to Willow Drive or not.

Pfannerstill commented that he thinks it looks fantastic and it will give Hartland affordable housing. It was stated that the property is a PUD overlay which calls for heavier density.

Hussinger said they are not utilizing the PUD to maximize the density.

Buck Knitt explained the aesthetics of the buildings and they will have an updated modern look.

Xykis asked what the price range will be, and Mr. Knitt said rents will range from \$1250-\$1800 per month and the units will be 1-2 bedrooms. deCourcy-Bower commented that regarding the aesthetics and the property he felt they did an excellent job. He said the materials look nice, a little different but nice. Hallquist commented that he also liked it a lot. Xykis commented that it is nice and Hartland needs diversity. Wallschlager said she thought the president of Arrowhead H.S. had at one time said if anything gets done back there it has to be connected. Bob Rosch said he sent some documents and on the Arrowhead side if there was discussion on Willow Drive going through they would like to have a discussion on other one going through.

Pfannerstill commented that he feels the road should be connected.

Village Attorney de la Mora said if the Plan Commission should cast a vote it should be for Neumann to submit a full application for the rezoning & development of the parcel & appropriate exhibits for that purpose. He said that way the Plan Commission at the next meeting or meetings can study the details and whether they want to make a recommendation to the Village Board. He went on to say that recommendation would be received by the Village Board and the Board would then be in the position to call for a public hearing. He said the public hearing can be broken into 2 components, 1 component the most important component for the developer to consider the project as a whole without making a final decision about the connectivity of Willow Drive. Attorney de la Mora said the 2nd component would be to consider what to do about Willow Drive.

deCourcy-Bower said it is allowable with what the Comp plan shows and he pointed out that in the Comp plan the southern property shows commercial. There was discussion on the Comp plan showing that property as commercial. deCourcy-Bower commented on the Boundaries in the INRA. He said the density and housing seem consistent and that the road should be tabled to another meeting. There was discussion on having the public hearing in 2 components.

Motion (deCourcy-Bower/Xykis) to recommend the owner of the property and their agent, Neumann Development to submit a full application for the rezoning and development of the parcel & appropriate exhibits for that purpose. Carried (6-0).

6. Announcements:

Pfannerstill said he would like on the next agenda, discussion and consideration for the meeting time, he would like to go back to 7pm for meetings.

7. Adjourn-

Motion (deCourcy-Bower/Hallquist) to adjourn. Carried (6-0). Meeting adjourned at 8:53 pm.

Respectfully submitted by
Recording Secretary,

Deidre Bush y, Deputy Clerk



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

Job Address <i>603 Progress Dr, Hartland, WI 53029</i>			
Lot	Block	Subdivision	Key No. HAV
Owner <i>Sue Stromei</i>		EMAIL <i>Sue_stromei@hotmail.com</i>	Phone <i>262-370-8380</i>
Address		City	State Zip
Contractor <i>Ethan Zenker</i>		Phone <i>262-367-6733</i> FAX	EMAIL <i>ezenker333@gmail.com</i>
Address <i>901 Woods Dr</i>		City <i>Hartland</i>	State <i>WI</i> Zip <i>53029</i>

The Architectural Board meets on the **THIRD MONDAY** of the Month at 6:30 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. _____

**DEPARTMENT OF BUILDING INSPECTION
APPLICATION FOR SIGN PERMIT**

PERMIT # _____

JOB LOCATION Lake Country Caring TAX KEY # _____
OWNER _____ PHONE _____
ADDRESS 603 Progress Dr CITY Hartland STATE WI ZIP 53029
CONTRACTOR Ethan Zenker PHONE 262-367-6733
ADDRESS 901 Woods 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 Caring
Basic Needs Met By Caring Hearts
262-367-6670 LakeCountryCaring.com

OVERALL DIMENSIONS OF SIGN 96" x 48" COLOR OF BACKGROUND white
SIZE OF LETTERS IN INCHES 8" & 4" COLOR OF LETTERS Burgandy & Black

CONSTRUCTION MATERIALS OF SIGN BACKGROUND (i.e. WOOD, ALUM, ETC.)
Aluminum

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 \$ 632

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 Ethan Zenker DATE 5/27/2020

PLANS APPROVED: ARCHITECTURAL BOARD _____

APPLICATION APPROVED: BUILDING INSPECTOR _____ DATE _____

TOTAL FEES: _____ DATE PAID _____ RECEIPT # _____

Sign Graphics Only



Lake Country Caring

Basic Needs Met By Caring Hearts

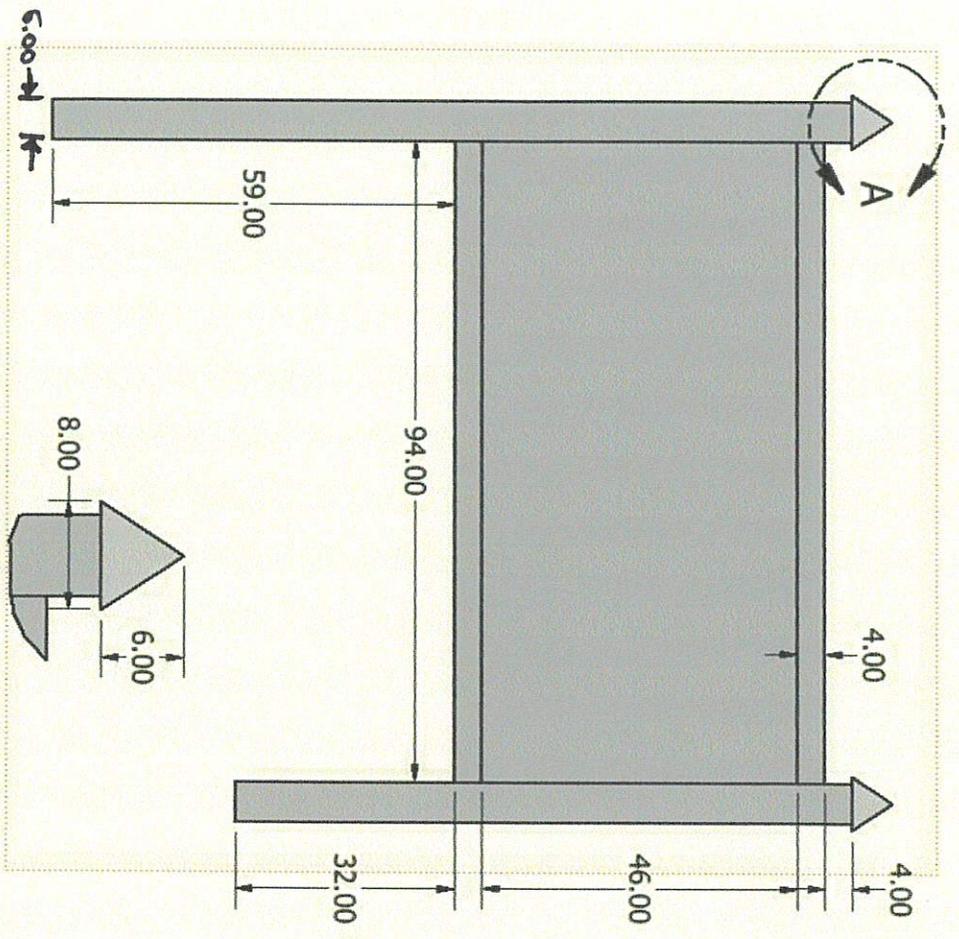
262·367·6670 · LakeCountryCaring.com

8" H

8" H

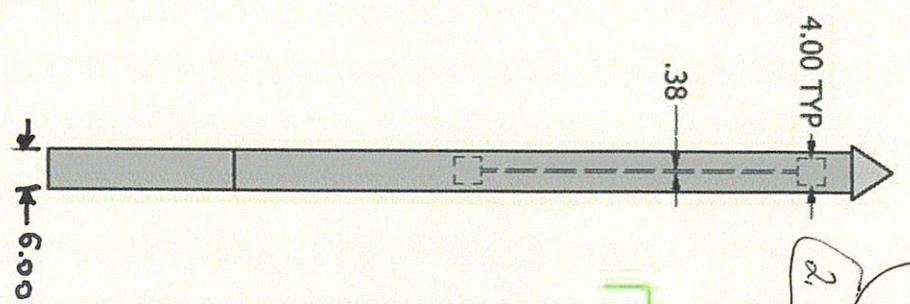
4" H

96" x 48"

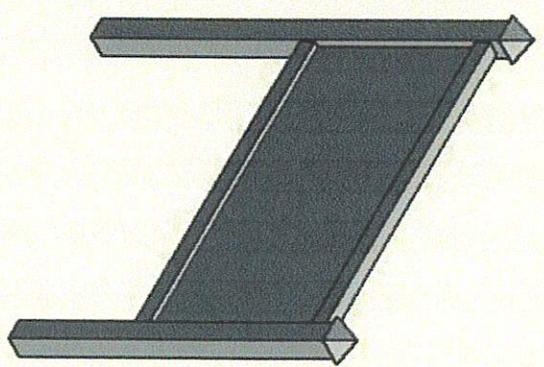


Finial Detail View
(TYP)

UNLESS SPECIFIED, ALL PARTS HAVE THE FOLLOWING TOLERANCES
X.X + .000 X.XX + .010 X.XXX + .005



Using green pressure treated timbers
2. Painting wood brown after installed
Actual Sign is 96" x 48"
Visible Sign is 94" x 46"



TITLE	NEWFINALSIGN.lpt	ARROWHEAD HIGH SCHOOL	SCALE	HOUR
AUTHOR	ETHAN ZENKER	INTRODUCTION TO ENGINEERING DESIGN	DATE	1 OF 1
			5/3/2020	9,10 A

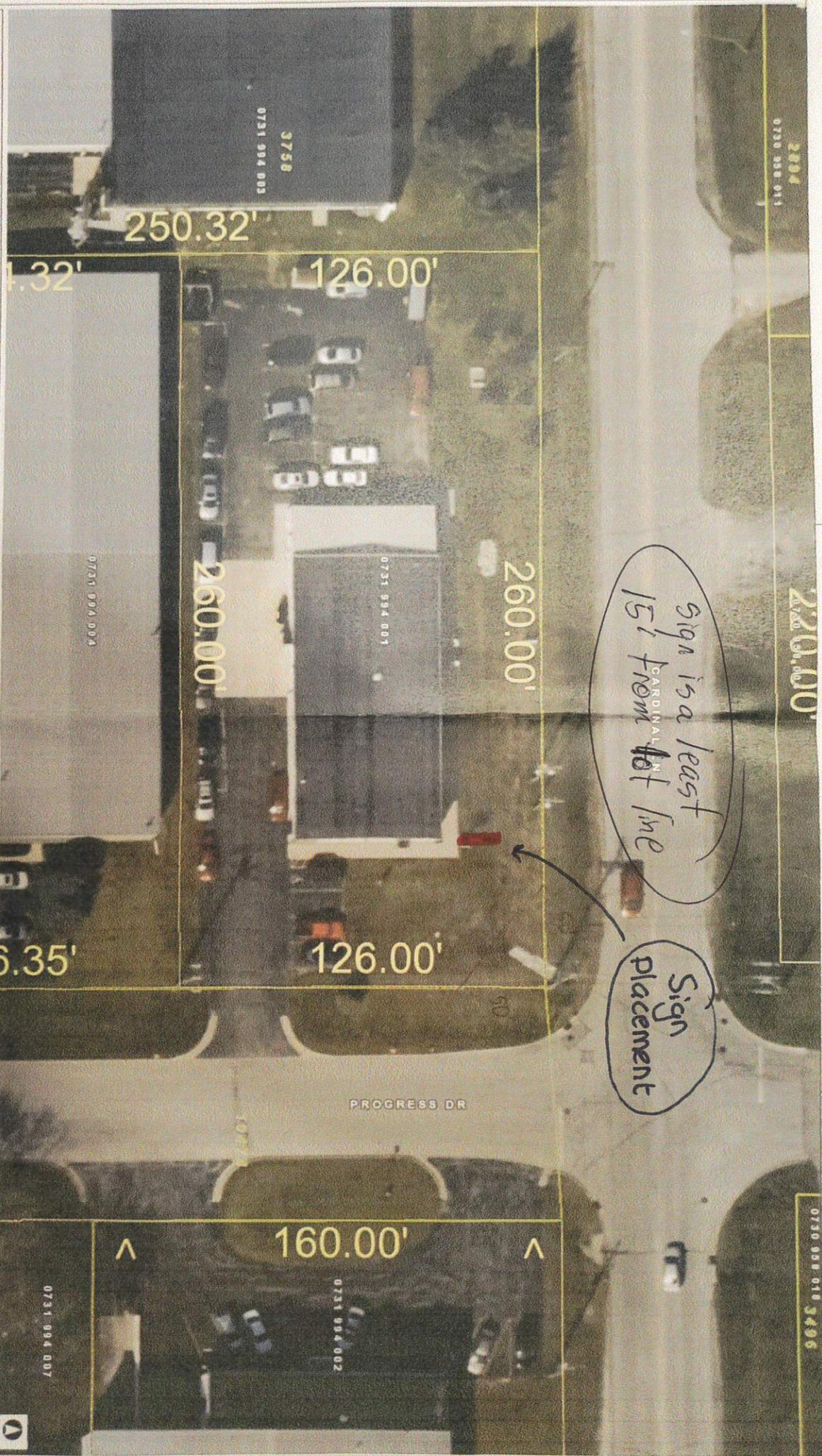




Lake Country Caring

Basic Needs Met By Caring Hearts

262-367-6670 LakeCountryCaring.com



2894
0730-998-013

220.00'

0730-998-018 3496

3758
0731-994-003

250.32'

1.32'

126.00'

0731-994-001

260.00'

0731-994-004

260.00'

Sign is a least 15' from Cardinal Hot line

Sign placement

126.00'

PROGRESS DR

160.00'

0731-994-002

0731-994-007

31.04 Feet

Printed: 3/13/2020

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically authorizes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plans, flood insurance studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Notes



CARDINAL 635 LLC
PO BOX 341
HARTLAND WI 53029-0341

JAMES GOFF AND PHOEBE GOFF
W2960 LAFOLLETTE RD
NEOSHO WI 53059-9712

LAKE COUNTRY CARING INC
603 PROGRESS DR PO BOX 591
HARTLAND WI 53029

MEGAL DEVELOPMENT CORP
12650 W LISBON RD
BROOKFIELD WI 53005-1825

PROGRESS AVENUE LLC
604 PROGRESS DR
HARTLAND WI 53029-2306

SJAMB LLC
535 S INDUSTRIAL DR
HARTLAND WI 53029-2323

VILLAGE OF HARTLAND
210 COTTONWOOD AVE
HARTLAND WI 53029



Department of Building Inspection

PERMIT # _____

APPLICATION FOR BUILDING PERMIT

210 Cottonwood Avenue • Hartland, WI 53029 • Phone (262) 367-4744 • Fax (262) 367-2430

JOB LOCATION 686 BRIARCLIFF CT
 LOT 62 BLOCK _____ SUBD RIVER MEADOWS #2 TAX KEY _____
 OWNER PICKENS, EDWARD + CHRISTINE PHONE 414 416 7916 FAX _____
 ADDRESS 686 BRIARCLIFF CT CITY, STATE, ZIP HARTLAND, WI 53029
 CONTRACTOR BEAR BUILDERS LLC PHONE 414 305 7105 FAX 262 236 0168
 ADDRESS 2623 W LAKE VISTA CT CITY, STATE, ZIP MEQUON, WI 53092

When permit is ready notify: Contractor Owner By: Mail Phone Fax
 Project Description: 3 SEASON SUNROOM + DECK REPLACEMENT

Current principal use of property 3 SEASON SUNROOM
 Proposed principal use of property SAME
 Width 30' Length 14 Sq. Ft. 420 Height 9' Cu. Ft. _____
 Estimated cost of above job(s) \$ 48500 \$ _____ \$ _____
 State Approval _____ Date _____
 Class of Construction _____ Sprinkler _____ Stories _____

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 the Uniform Dwelling Code of Wisconsin Administrative Code, Zoning Ordinance, all other ordinances of the Village of Hartland and with all the laws and orders of the State of Wisconsin applicable to said premises.

Signature of Applicant Amel Chack Date 5/28/20

CONDITIONS OF APPROVAL: This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty.

1. See plans for possible conditions/recommendations
2. _____
- _____
- _____
- _____
- _____

_____ TOTAL FEES
 _____ Date Paid
 _____ Receipt

Meeting dates plans were approved for building permit:
 Plan Commission _____ Village Board _____ Arch Board _____

APPLICATION APPROVED ON: _____ BY: _____
 DATE BUILDING INSPECTOR



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

Job Address 686 BRIARCLIFF CT			
Lot 62	Block	Subdivision RIVER MEADOWS #2	Key No. HAVL
Owner PICKENS, EDWARD + CHRISTINE		Phone 414 416 7916	
Address 686 BRIARCLIFF CT. Village of Hartland		State WI	Zip 53029
Contractor BEAR BUILDING	Phone 414 305 7605	E-Mail Address	
Address 2623 W LAKEVIEW CT		City MEADOW	State WI Zip 53092

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

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

One & Two Family

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

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

Date Applied: 5/28/20 Date of Meeting: _____ Item No. _____

PREPARED FOR: S&S DEVELOPMENT

LOCATION: Briarcliff Court, Hartland, Wisconsin

Pickers

LEGAL DESCRIPTION: Lot 62 in RIVER MEADOW ADDITION NO. 2 being a part of the SE 1/4 and SW 1/4 of the NW 1/4 of Section 35, T 8 N, R 18 E, in the Village of Hartland, Waukesha County, Wisconsin.

August 13, 1993

Survey No. 930523

BRIARCLIFF COURT (60')

N 25° 28' 20" E
7.75

CURVE DATA:
RAD. - 230.00
CH. - 73.99
C.B. - S 16° 12' 59.5" W

74.31

12.31

CURVE DATA:
RAD. - 869.64
CH. - 12.31
C.B. - S 06° 33' 20" W

163.59

S 84° 18' 34" E

100 FEET

15.50

12.66

31.83

4.75

6.53

5.34

11.96

6.92

20.96

2.25

10.70

31.01

24.39

15.70

19.42

4.01

3.86

16.68

12.38

14.73

12.00

DECK 17 X 12

3 SEASON SUN ROOM

104.50

S 87° 45' 19" E

N 01° 07' 00" E

10.83

TOP OF BLOCK - 954.84

76.30

S 88° 53' 00" E

N 21° 17' 10" E

119.92

SCALE: 1" = 30'

CABLE PHONES



I hereby certify that I have surveyed the above described property and the above is a true and correct copy of the original survey.

PREPARED FOR: S&S DEVELOPMENT

Pickers

LOCATION: Briarcliff Court, Hartland, Wisconsin

LEGAL DESCRIPTION: Lot 62 in RIVER MEADOW ADDITION NO. 2 being a part of the SE 1/4 and SW 1/4 of the NW 1/4 of Section 35, T 8 N, R 18 E, in the Village of Hartland, Waukesha County, Wisconsin.

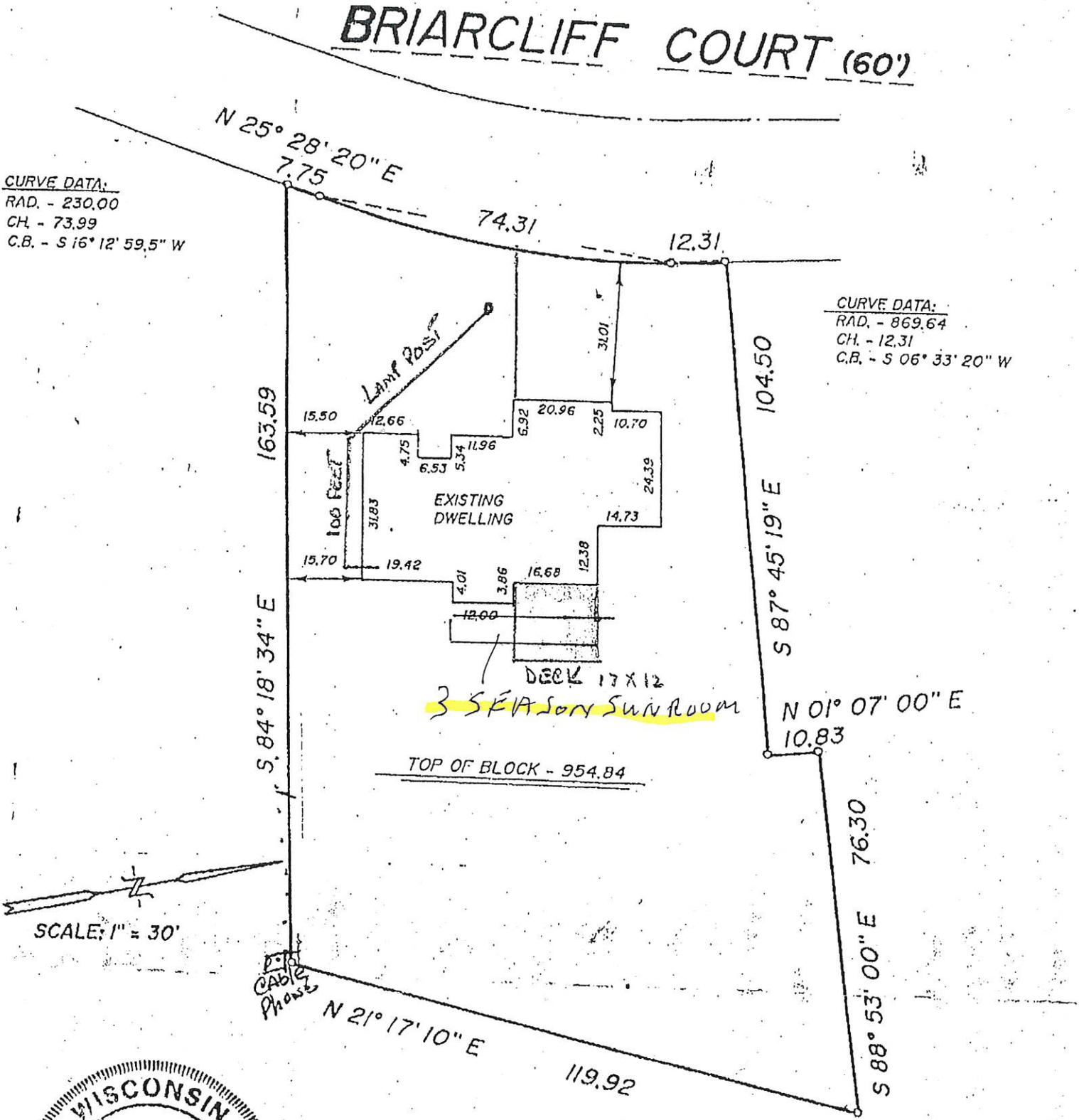
August 13, 1993

Survey No. 930523

BRIARCLIFF COURT (60')

CURVE DATA:
RAD. - 230.00
CH. - 73.99
C.B. - S 16° 12' 59.5" W

CURVE DATA:
RAD. - 869.64
CH. - 12.31
C.B. - S 06° 33' 20" W



SCALE: 1" = 30'



I hereby certify that I have surveyed the above described property and the above...

PREPARED FOR: S&S DEVELOPMENT

Pickers

LOCATION: Briarcliff Court, Hartland, Wisconsin

LEGAL DESCRIPTION: Lot 62 in RIVER MEADOW ADDITION NO. 2 being a part of the SE 1/4 and SW 1/4 of the NW 1/4 of Section 35, T 8 N, R 18 E, in the Village of Hartland, Waukesha County, Wisconsin.

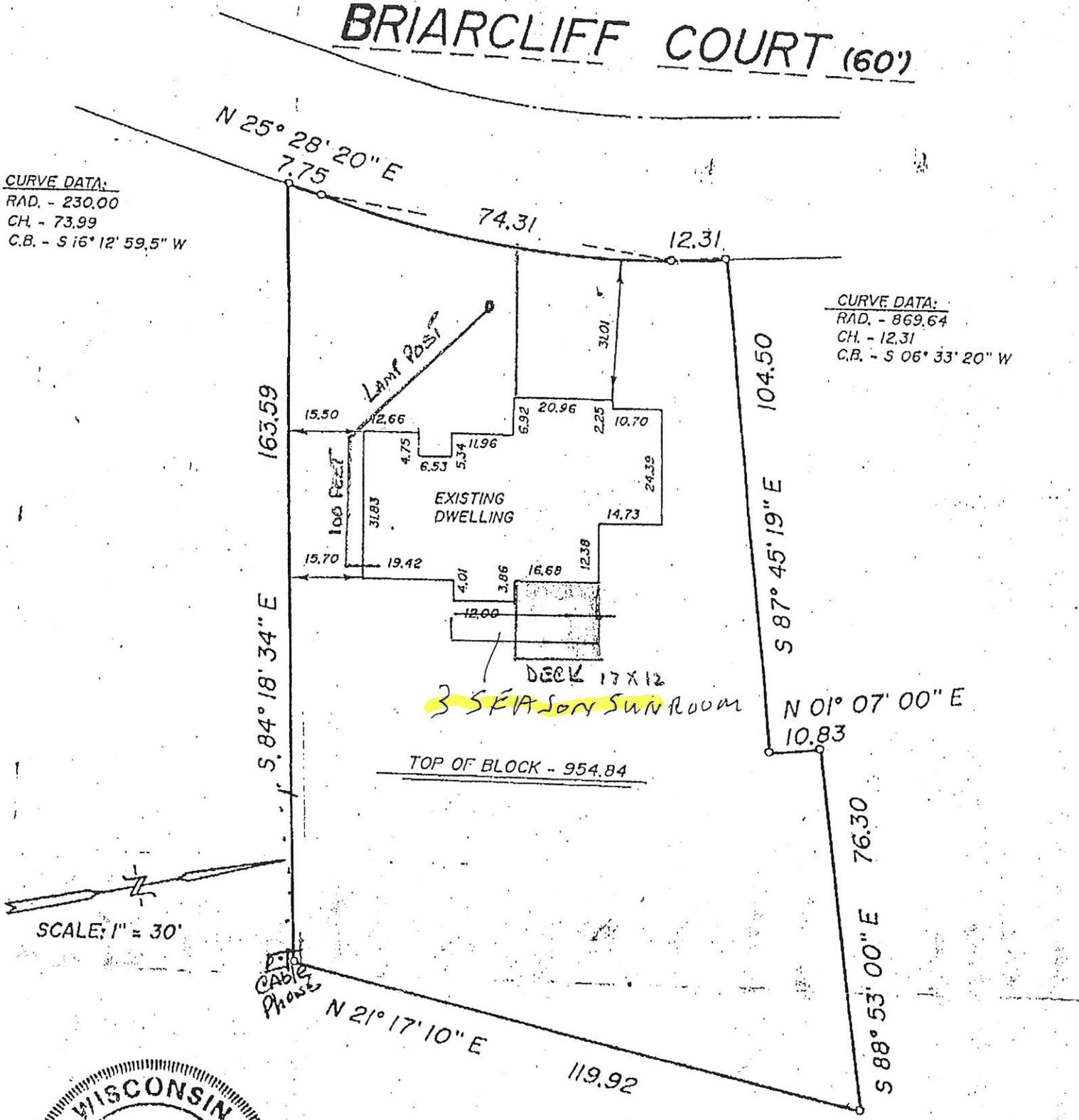
August 13, 1993

Survey No. 930523

BRIARCLIFF COURT (60')

CURVE DATA:
RAD. - 230.00
CH. - 73.99
C.B. - S 16° 12' 59.5" W

CURVE DATA:
RAD. - 869.64
CH. - 12.31
C.B. - S 06° 33' 20" W



I hereby certify that I have surveyed the above described property and the above...

Pickers

PREPARED FOR: S&S DEVELOPMENT

LOCATION: Briarcliff Court, Hartland, Wisconsin

LEGAL DESCRIPTION: Lot 62 in RIVER MEADOW ADDITION NO. 2 being a part of the SE 1/4 and SW 1/4 of the NW 1/4 of Section 35, T 8 N, R 18 E, in the Village of Hartland, Waukesha County, Wisconsin.

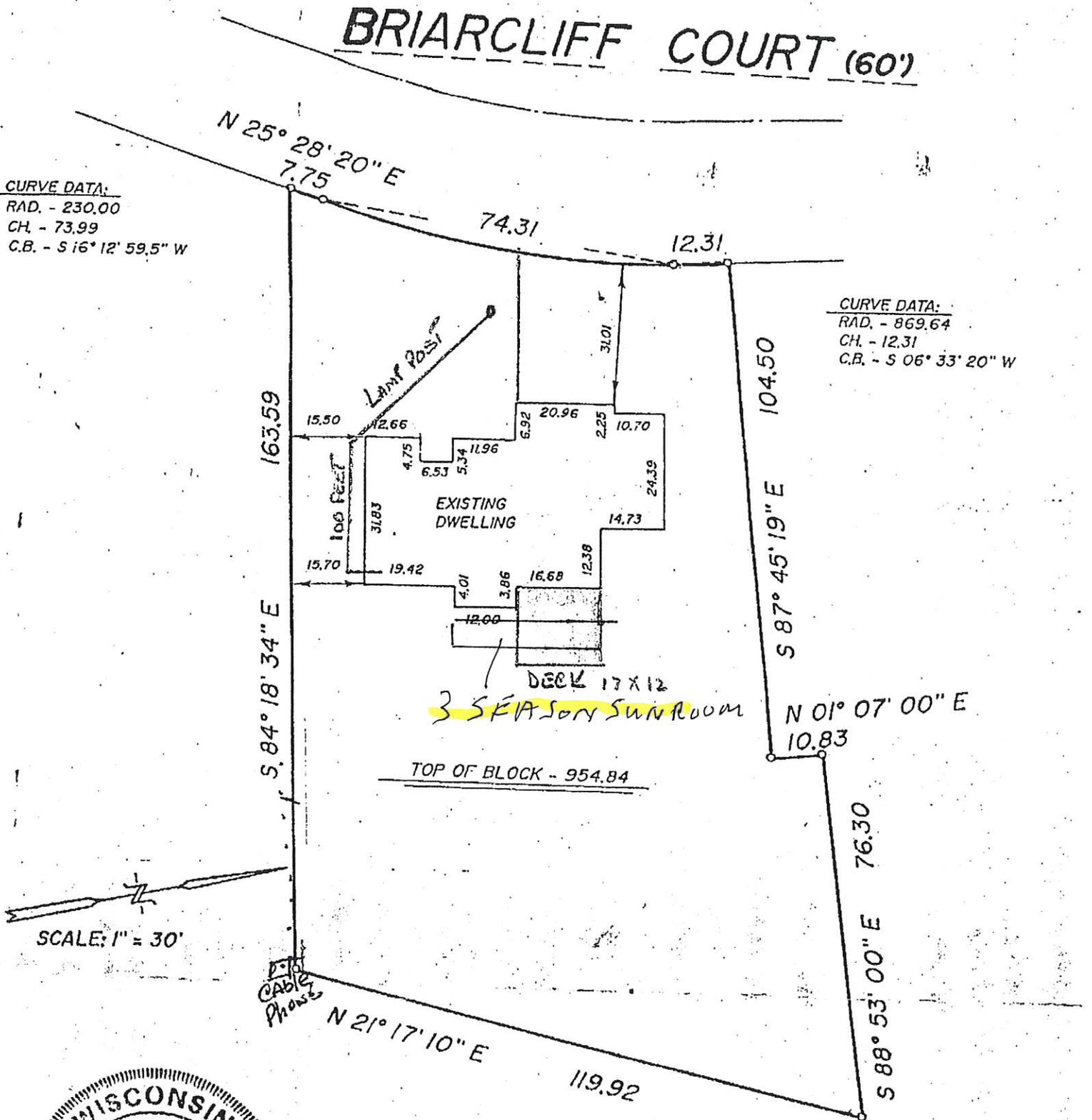
August 13, 1993

Survey No. 930523

BRIARCLIFF COURT (60')

CURVE DATA:
RAD. - 230.00
CH. - 73.99
C.B. - S 16° 12' 59.5" W

CURVE DATA:
RAD. - 869.64
CH. - 12.31
C.B. - S 06° 33' 20" W



SCALE: 1" = 30'



I hereby certify that I have surveyed the above described property and the above map is a true representation thereof.

BEAR BUILDERS
 2623 W. LAKE VISTA COURT
 MEQUON, WI 53092
 414-305-7105 PHONE
 262-236-0170 FAX

PROJECT FOR:

PICKENS
 686 BRIARCLIFF CT
 HARTLAND WI 53029

SUNROOM SPECIFICATIONS

ROOM STYLE: STUDIO
 ROOM DIMENSIONS: 13' x ~~14~~ 30'
 COLOR: SANDSTONE
 HIGH PERFORMANCE MULTI COAT GLASS
 ALL GLASS IS SAFETY TEMPERED

NOTE: THESE PLANS WERE
 DESIGNED IN ACCORDANCE WITH
 THE 2015 UDC.

NOTE: THESE PLANS WERE
 DESIGNED IN ACCORDANCE WITH
 SPS 320-325

MINIMUM N DESIGN LOADS:

DEAD LOADS:

- 1. ROOF: 2 PSF
- 2. WALLS: 5 PSF
- 3. FLOOR: 5 PSF

LIVE LOADS:

- 1. ROOF: 30 PSF
- 2. WALLS: 115 MPH - 3 SEC. WIND GUST
- 3. FLOOR: 40 PSF

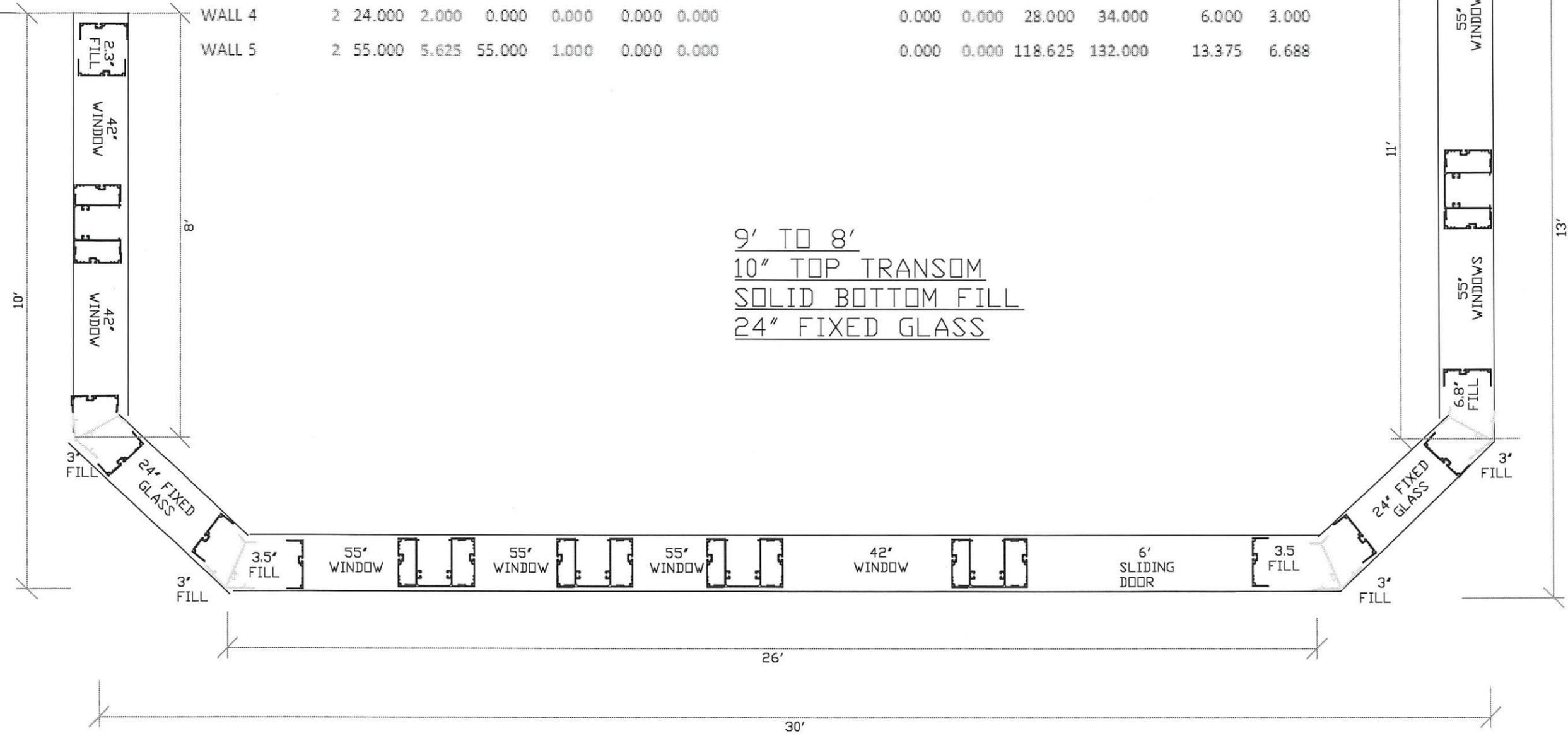
DEFLECTION LIMITS:

- 1. ROOF: L/180
- 2. WALLS: L/175
- 3. FLOOR: L/240

<p>CLIENT: PICKENS 686 BRIARCLIFF CT HARTLAND WI 53029</p>	<p>DESIGNER: BEAR BUILDERS 2623 W. LAKE VISTA COURT MEQUON, WI 53092 414-305-7105 PHONE 262-236-0170 FAX</p>	<p>PROFESSIONAL ENGINEER: JAMES A. CLANCY CONSULTING ENGINEER 601 ASBURY AVENUE NATIONAL PARK, NJ 08063</p>	<p>PHONE: 856-853-7306</p> <p>FAX: 856-853-7381</p>	<p>STATE: WISCONSIN LICENSE NO: 38862</p>
---	---	---	---	--

INSTALLERS LAYOUT

WALLS											TOTAL	WALL LENGTH	TOTAL DIFF		
WALL 1	1	42.000	5.625	42.000	3.000	0.000	0.000		0.000	0.000	0.000	93.625	96.000	2.375	1.188
WALL 2	2	24.000	2.000	0.000	0.000	0.000	0.000		0.000	0.000	28.000	34.000	6.000	3.000	
WALL 3	2	55.000	5.625	55.000	5.625	55.000	5.625	42.000	5.625	71.500	2.000	305.000	312.000	7.000	3.500
WALL 4	2	24.000	2.000	0.000	0.000	0.000	0.000		0.000	0.000	28.000	34.000	6.000	3.000	
WALL 5	2	55.000	5.625	55.000	1.000	0.000	0.000		0.000	0.000	118.625	132.000	13.375	6.688	



9' TO 8'
 10" TOP TRANSOM
 SOLID BOTTOM FILL
 24" FIXED GLASS

2/1-17-2006

PICKENS
 686 BRIARCLIFF CT
 HARTLAND WI 53029

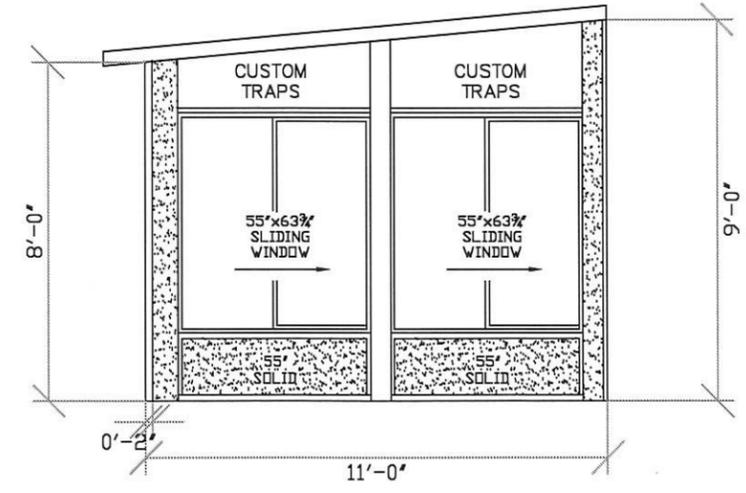
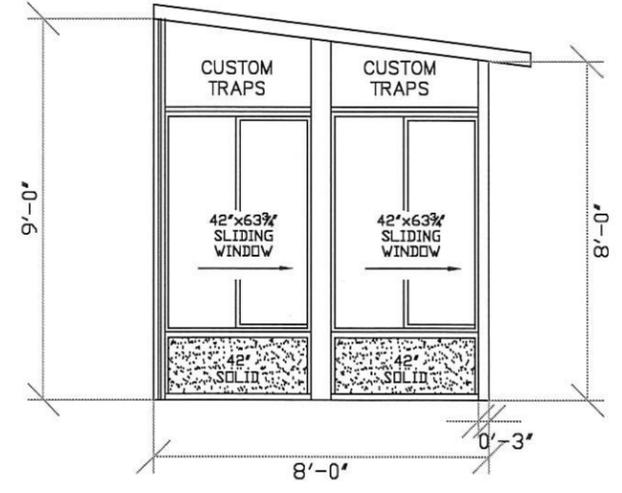
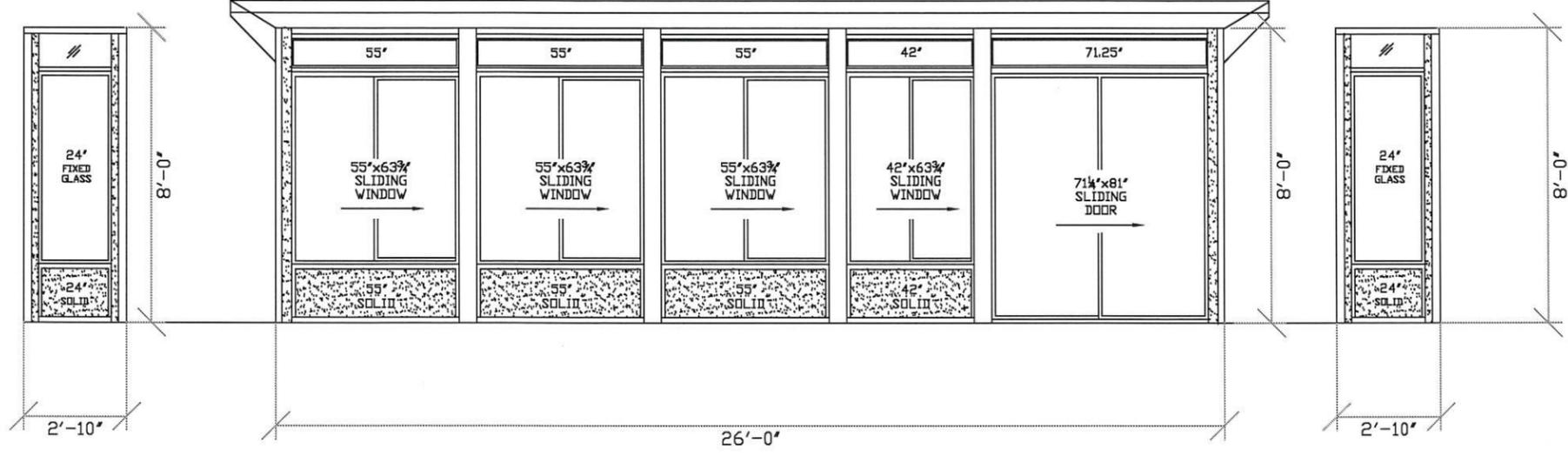
JAMES A. CLANCY
 CONSULTING ENGINEER
 601 ASBURY AVENUE
 NATIONAL PARK, NJ 08063

BEAR BUILDERS
 2623 W. LAKE VISTA COURT
 MEQUON, WI 53092
 414-305-1005

JAMES A. CLANCY
 PROFESSIONAL ENGINEER
 WI-LIC# 38262

ELEVATIONS

ALL SLIDING WINDOWS AND DOOR
MADE OF TEMPERED SAFETY GLASS.
BOTTOM GLASS TRANSOM MADE
TEMPERED SAFETY GLASS.



PICKENS
686 BRIARCLIFF CT
HARTLAND WI 53029

JAMES A. CLANCY
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601 ASBURY AVENUE
NATIONAL PARK, NJ 08063

856-853-7381
856-853-7306
Fax: Phone

BEAR BUILDERS
2623 W. LAKE VISTA COURT
MEQUON, WI 53092
414-305-7105

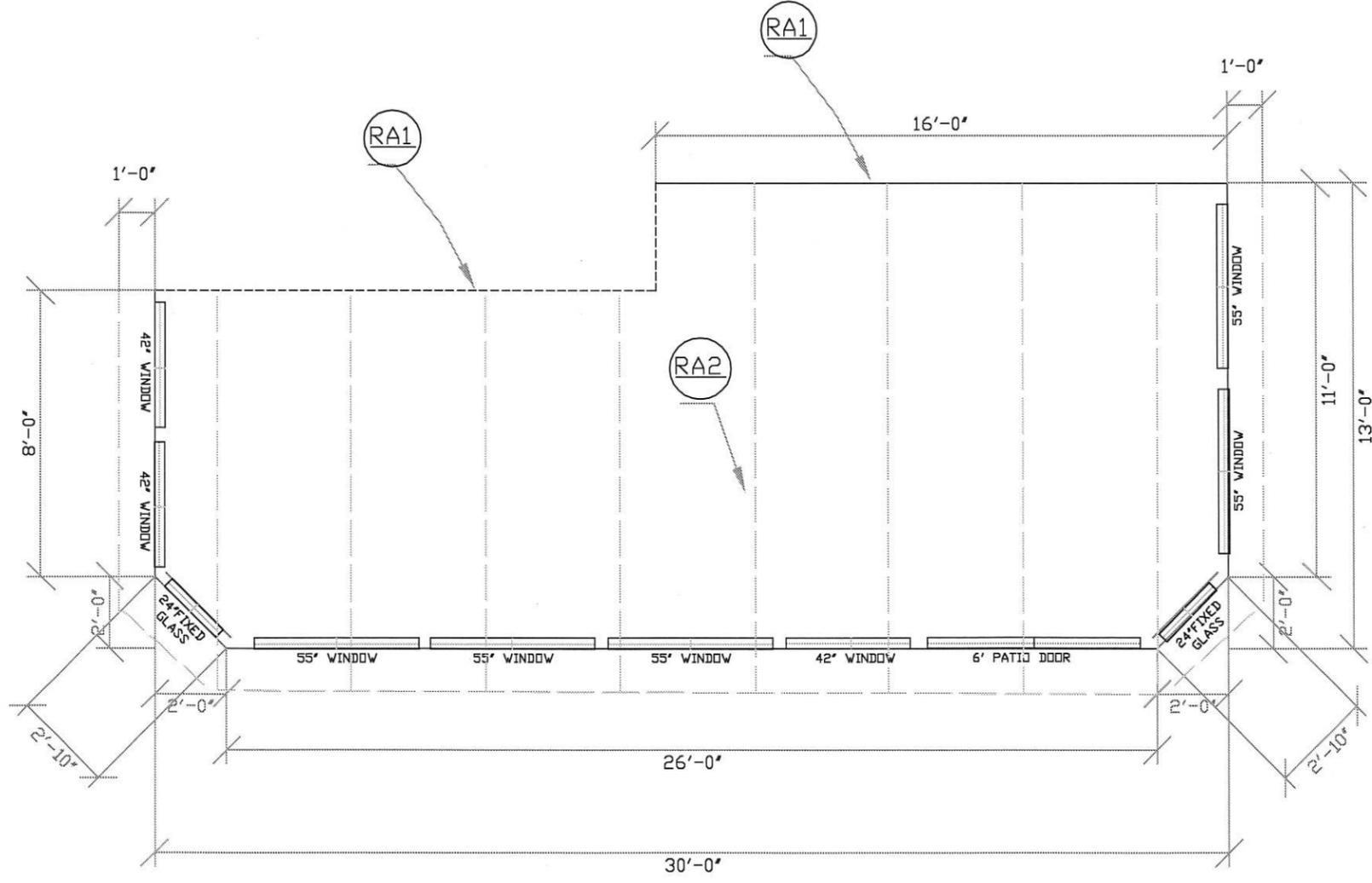
JAMES A. CLANCY
NATIONAL PARK

Professional Engineer



04-17-2000

FLOOR PLAN

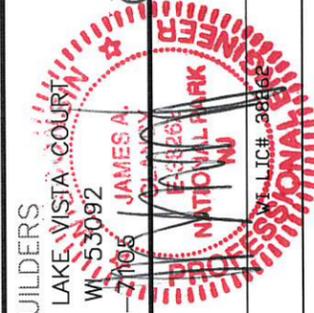


CLIENT:
 PICKENS
 686 BRIARCLIFF CT
 HARTLAND WI 53029

JAMES A. CLANCY
 CONSULTING ENGINEER
 601 ASBURY AVENUE
 NATIONAL PARK, NJ 08063

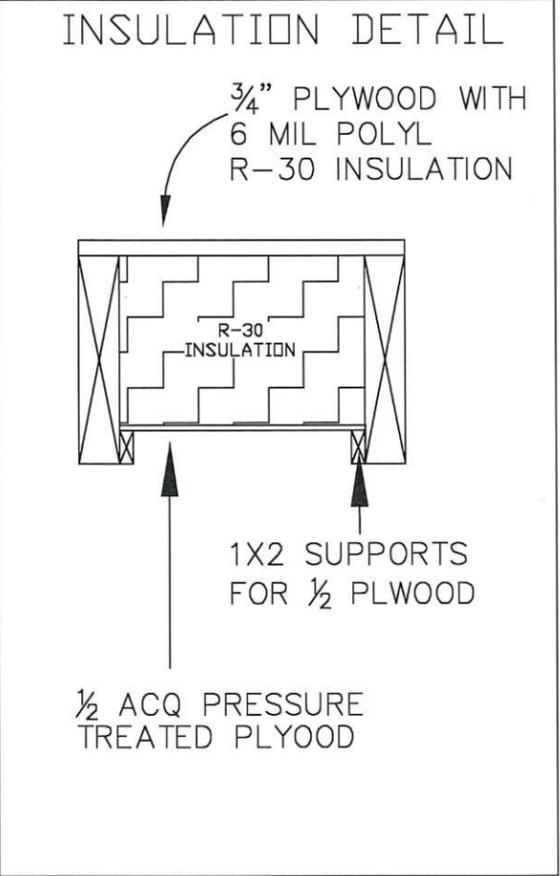
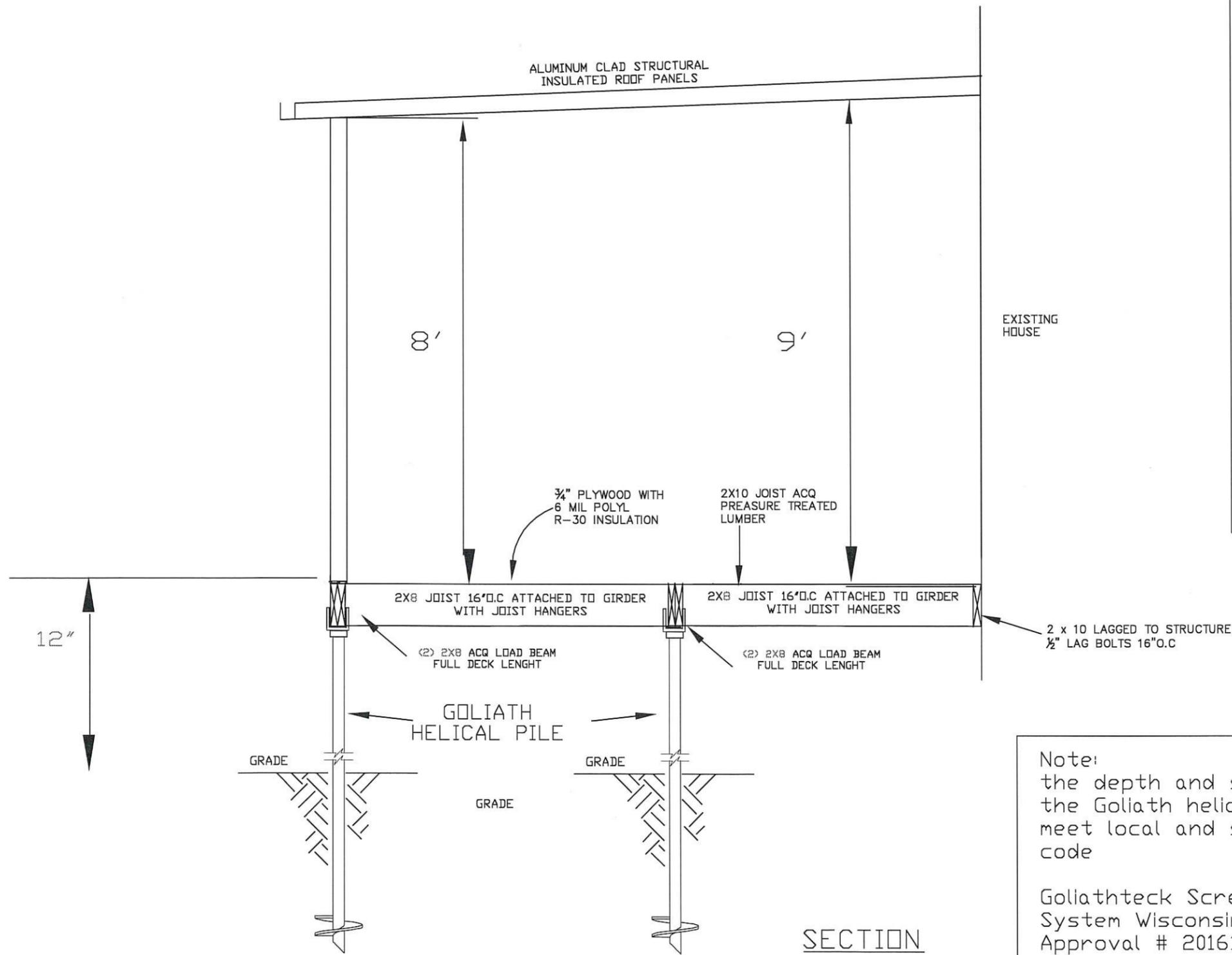
PHONE: 856-853-7381
 FAX: 856-853-7306
 PHONE

DESIGNER:
 BEAR BUILDERS
 2623 W. LAKE VISTA COURT
 MEQUON, WI 53092
 414-305-7706



JAMES A. CLANCY
 Professional Engineer

CROSS SECTION



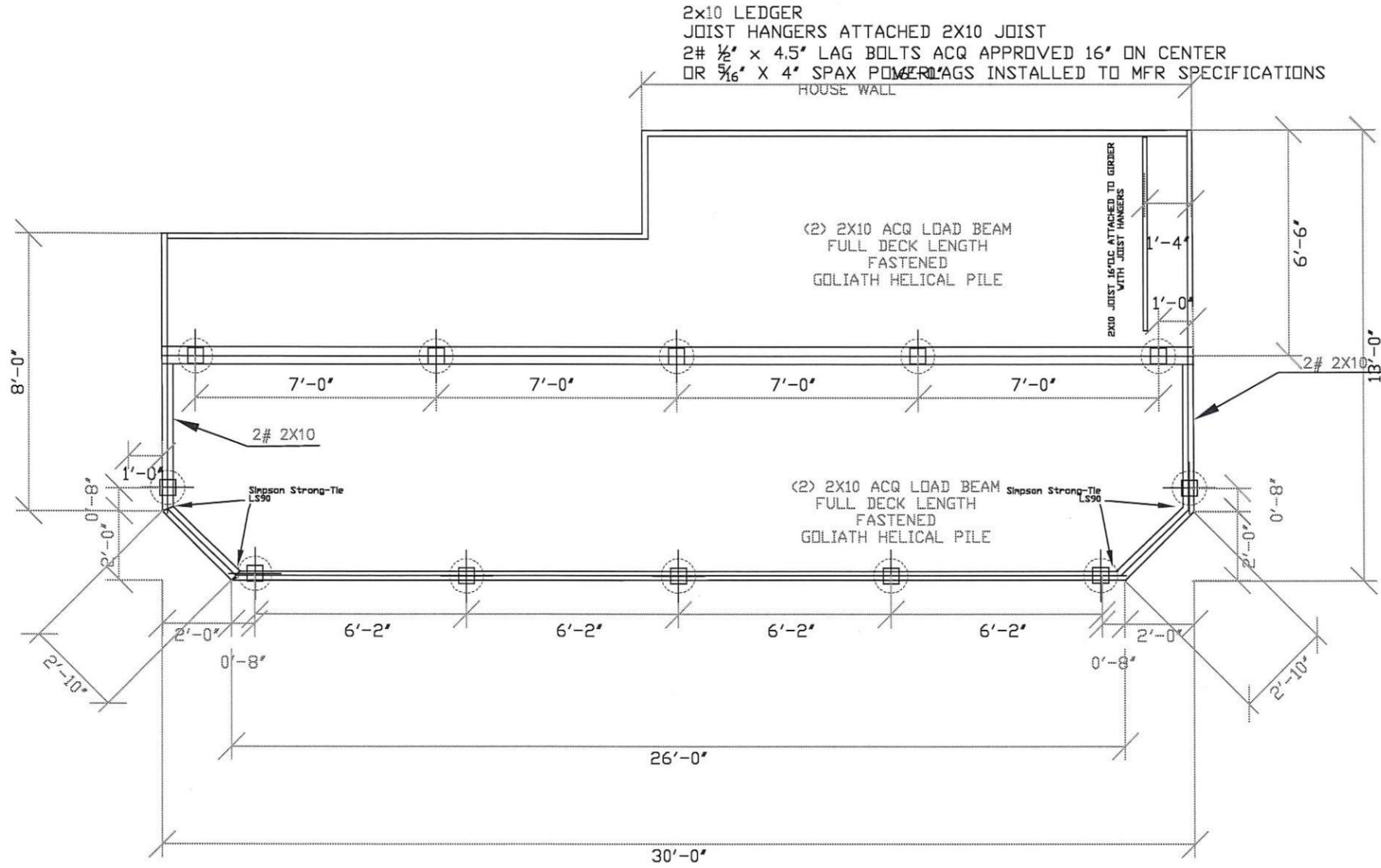
EXISTING HOUSE

Note:
the depth and size of
the Goliath helical pile to
meet local and state
code

Goliathteck Screw Pile
System Wisconsin Product
Approval # 201615-0

SECTION

<p>BEAR BUILDERS 2623 W. LAKE VISTA COURT MEQUON, WI 53092 414-305-7105</p>	<p>JAMES A. CLANCY Professional Engineer</p>	<p>PICKENS 686 BRIARCLIFF CT HARTLAND WI 53029</p>	<p>JAMES A. CLANCY CONSULTING ENGINEER 601 ASBURY AVENUE NATIONAL PARK, NJ 08063</p>
		<p>856-853-7381 856-853-7306</p>	<p>856-853-7381 856-853-7306</p>



2x10 LEDGER
 JOIST HANGERS ATTACHED 2X10 JOIST
 2# 1/2" x 4.5" LAG BOLTS ACQ APPROVED 16" ON CENTER
 OR 5/16" x 4" SPAX POWER LAGS INSTALLED TO MFR SPECIFICATIONS

(2) 2X10 ACQ LOAD BEAM
 FULL DECK LENGTH
 FASTENED
 GOLIATH HELICAL PILE

(2) 2X10 ACQ LOAD BEAM
 FULL DECK LENGTH
 FASTENED
 GOLIATH HELICAL PILE

GIRDER:		ALLOWABLE SPAN BETWEEN COLUMN					FLOOR JOIST:		SPACING		MAX. CLEAR SPAN	
Size		Joist Spans										
2- 2" X 6"		6'8"	5'8"	5'1"	4'7"	4'3"	2" X 6"	12" ON CENTER	9'-11"			
2- 2" X 6"		7'11"	7'2"	6'5"	5'10"	5'5"	2" X 6"	16" ON CENTER	9'-0"			
2- 2" X 8"		8'6"	7'4"	6'6"	5'11"	5'6"	2" X 8"	12" ON CENTER	13'-1"			
2- 2" X 10"		10'1"	8'9"	7'9"	7'1"	6'6"	2" X 8"	16" ON CENTER	11'-10"			
3- 2" X 8"		10'7"	9'3"	8'3"	7'6"	6'11"	2" X 10"	12" ON CENTER	16'-2"			
3- 2" X 10"		12'9"	11'0"	9'9"	8'9"	8'3"	2" X 10"	16" ON CENTER	14'-0"			
2- 2" X 12"		11'11"	10'4"	9'2"	8'4"	7'9"	2" X 12"	12" ON CENTER	18'-0"			
3- 2" X 12"		15'0"	13'0"	11'7"	10'6"	9'9"	2" X 12"	16" ON CENTER	16'-6"			

Spans are based on 40 psf live load, 10psf deal load, No. 2 stress grade, and wet conditions. Deflections of L360, cantilever L180. Source American Wood Council Prescriptive Residential Wood Deck Construction Guide DCA-6 table 3A, and 2012/15 IRC (R507.6)

Spans are based on 40 psf live load, 10psf deal load, No. 2 stress grade, and wet conditions. Deflections of L360. Source American Wood Council Prescriptive Residential Wood Deck Construction Guide DCA-6 table 2, and 2012/15 IRC (R507.5)

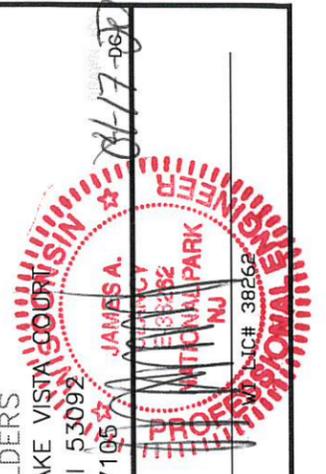
NOTES:
 ALL EXTERIOR STRUCTURAL LUMBER TO BE PRESSURE TREATED
 TO BE PRESSURE TREATED. ALL FASTENERS IN TREATED LUMBER SHALL BE STAINLESS STEEL OR GALVANIZED AND CONFORM TO ASTM A153

PICKENS
 686 BRIARCLIFF CT
 HARTLAND WI 53029

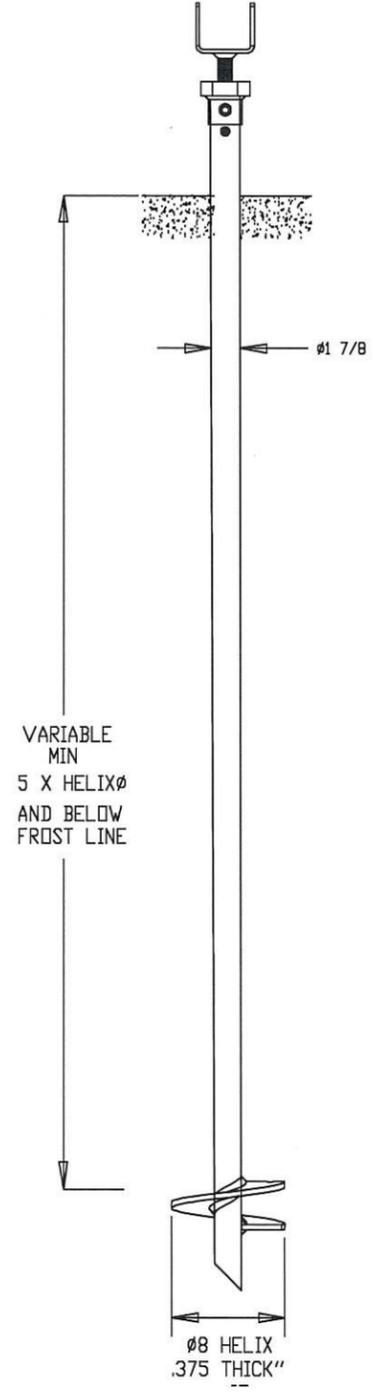
JAMES A. CLANCY
 CONSULTING ENGINEER
 601 ASBURY AVENUE
 NATIONAL PARK, NJ 08063

DESIGNER: BEAR BUILDERS
 2623 W. LAKE VISTA
 MEQUON, WI 53092
 414-305-7105

JAMES A. CLANCY
 PROFESSIONAL ENGINEER
 LIC # 38262



GOLIATHTECH HELICAL PILE WI APPROVAL #201615-0



- NOTES:
 1- SEE SHOP DRAWINGS FOR MATERIALS AND FINISHES SPECIFICATIONS.
 2- POSITION THE SLEEVE USING THE FIXTURES.
 3- WELD PERFORMED BY SHOP QUALIFIED WELDER AS PER CSA STANDARD W47.1 SPECIFICATIONS.
 4- HOT-DIP GALVANIZED AS PER ASTM A153 CLASS B

NOTE:
 THE DEPTH AND THE SIZE OF THE GOLIATHTECH HELICAL PILE TO MEET LOCAL AND STATE CODE
 GOLIATHTECH HELICAL PILE SYSTEM WISCONSIN PRODUCT APPROVAL # 201615-0

Load Capacity

Pile diameter in	Wall Thickness in	Applied Torque		Pile Capacities in Soil (SF=2) SLS					
				Compression		Tension (<14' depth)		Tension (>14' depth)	
		lb-ft	Nm	lb	kN	lb	kN	lb	kN
1 7/8	0.154	1250	1695	6250	28	3125	14	4375	19
2 3/8	0.154	2000	2712	10000	44	5000	22	7000	31
2 7/8	0.250	5000	6780	22500	100	11250	50	15750	70
3 1/2	0.250	7750	10508	27125	121	13563	60	18988	84
4 1/2	0.250	13500	18305	40500	180	20250	90	28350	126
5 9/16	0.375	29750	40338	74375	331	37188	165	52063	232

PICKENS
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 HARTLAND WI 53029

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 NATIONAL PARK, NJ 08063

BEAR BUILDERS
 2623 W. LAKE VISTA COURT
 MEQUON, WI 53092
 414-305-7103

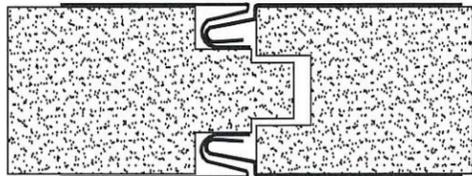
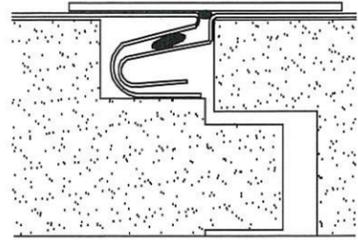


JAMES A. CLANCY
 Professional Engineer

Fax: 856-853-7381
 Phone: 856-853-7306

ROOF CONNECTION DETAILS

CAULK PANEL JOINT APPLY
OPTIONAL PEEL AND SEAL TAPE

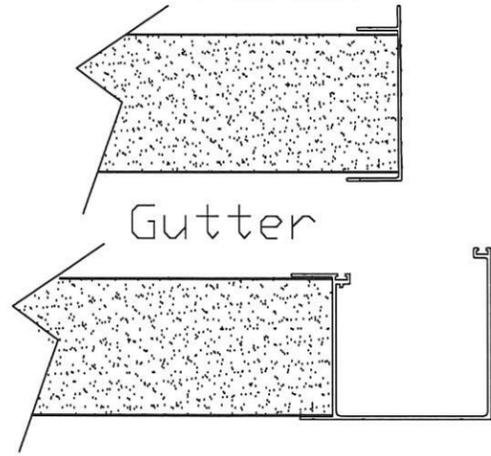


PANEL JOINT

RA2

Fascia

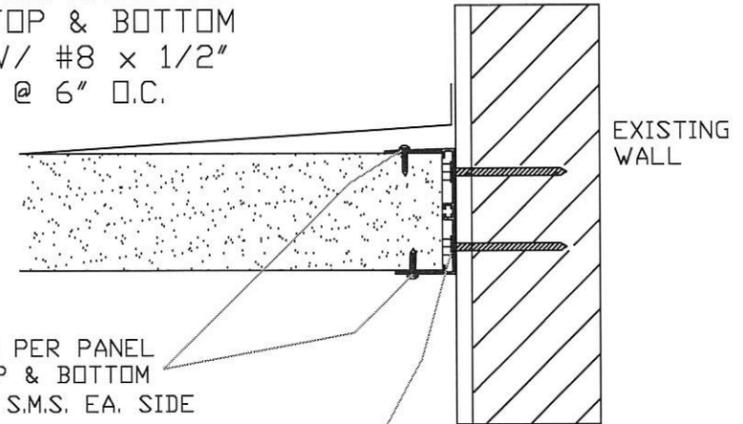
Gutter



RA1

ROOF CONNECTION RA1
GABLE ROOF HEADER ATTACHMENT

METAL PREFLASH AND
CAULK TOP & BOTTOM
MOUNT W/ #8 x 1/2"
SCREWS @ 6" O.C.



EXISTING WALL

SCREW 5 PER PANEL
BOTH TOP & BOTTOM
#8 X 1/2" S.M.S. EA. SIDE

HANGING RAIL MOUNTED
W/ 1/4" x 3" LAG BOLTS
INTO EACH WALL STUD @16" O.C
TOP & BOTTOM

EXPANDED POLYSTYRENE CORE

4.25"

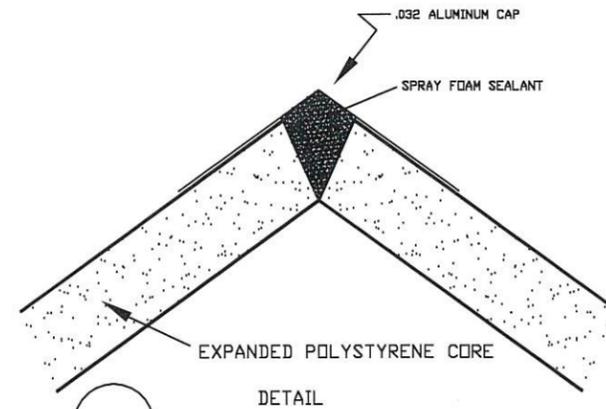
.032 INCH ALUMINUM

LENGTH

45"
WIDTH

4.25"

4 SPIKES PER
PANEL INTO WALL
AND RIDGE BEAM



RA3

DETAIL

CLIENT

PICKENS
686 BRIARCLIFF CT
HARTLAND WI 53029

ARCHITECTS: BEAR BUILDERS

2623 W. LAKE VISTA COURT
MEQUON, WI 53092
414-305-7165

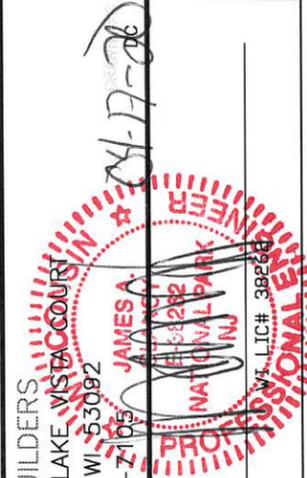
JAMES A. CLANCY

Professional Engineer

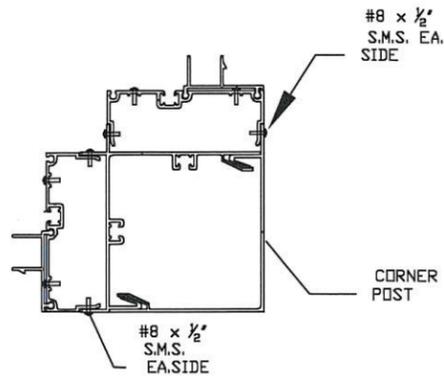
Fax: 856-853-7381
Phone: 856-853-7306

JAMES A. CLANCY

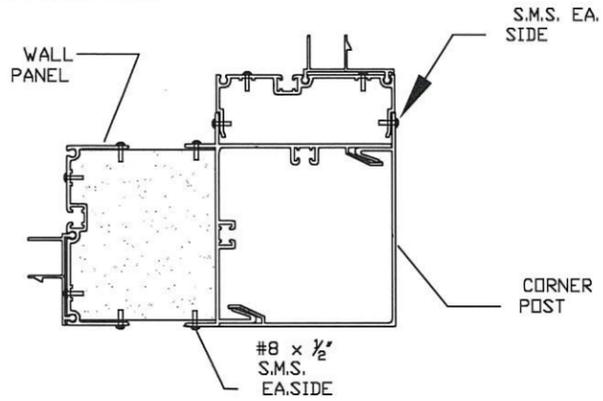
CONSULTING ENGINEER
601 ASBURY AVENUE
NATIONAL PARK, NJ 08063



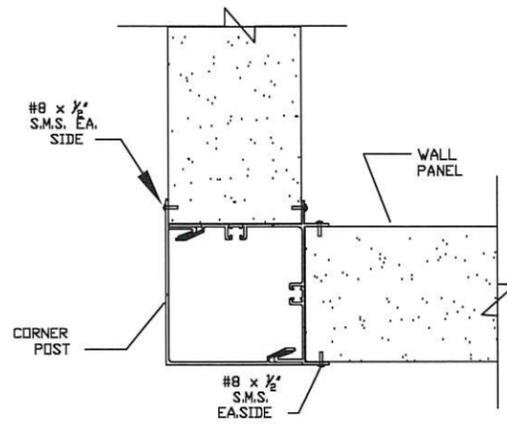
CONNECTION DETAILS A6 (1 OF 2)



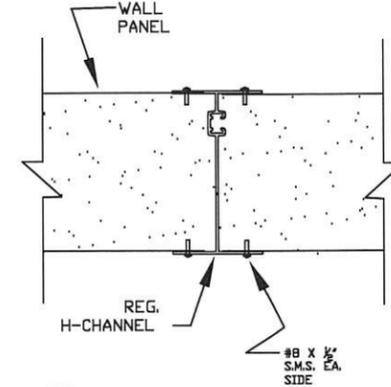
A
A-6 CORNER POST / MATING MALE
POST ASSEMBLY



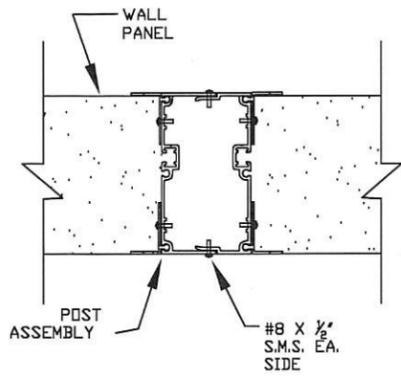
B
A-6 CORNER POST / FILL PANEL / FEMALE
POST ASSEMBLY



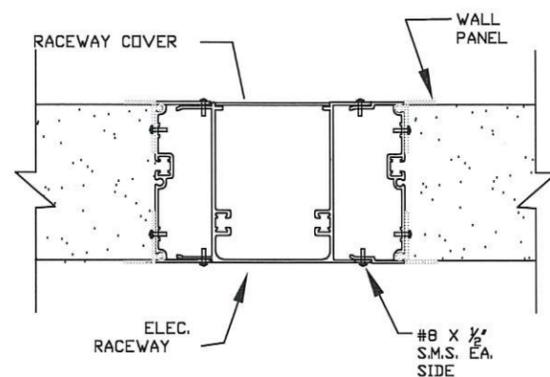
C
A-6 CORNER POST / FILL PANEL
N.T.S.



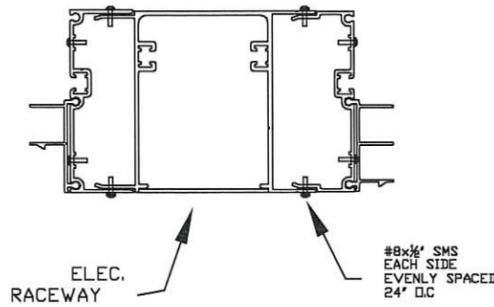
D
A-6 STANDARD 'H' / FILL PANEL



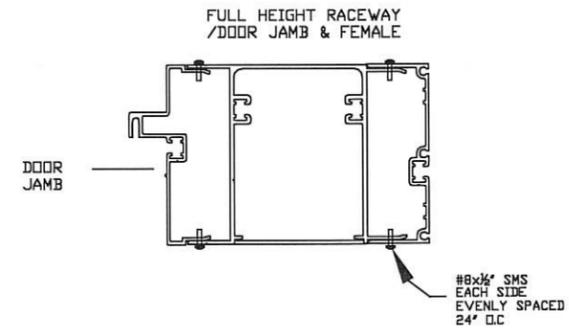
E
A-6 MALE & FEMALE W/ K.P. ADAPTOR



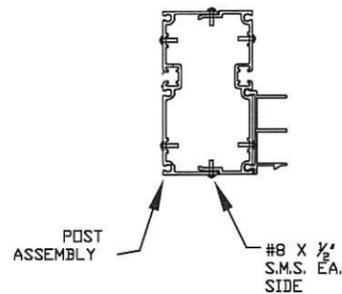
F
A-6 RACEWAY MALE / FEMALE
POST ASSEMBLY



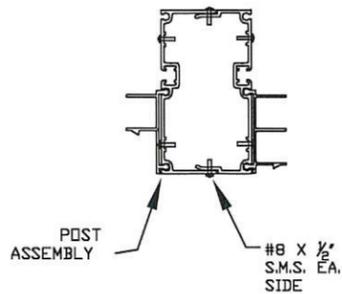
G
A-6 RACEWAY MALE / FEMALE WINDOW SASH
POST ASSEMBLY



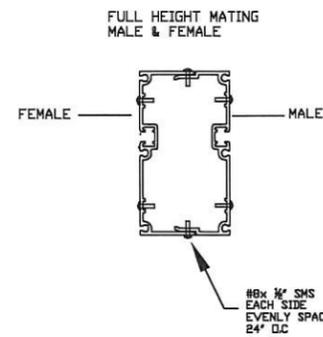
H
A-6 RACEWAY MALE / FEMALE DOOR FRAME
POST ASSEMBLY



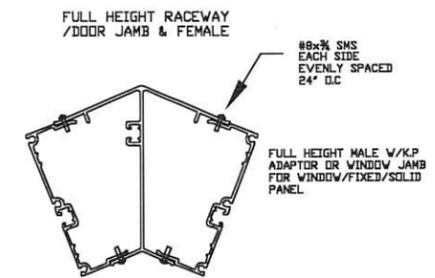
I
A-6 FEMALE / MAIL / WINDOW JAMB
N.T.S.



J
A-6 SLIDING WINDOW FEMALE & MALE
POST ASSEMBLY



K
A-6 MALE / FEMALE
POST ASSEMBLY



L
A-6 BAY CORNER MULLIONS
POST ASSEMBLY

BEAR BUILDERS

2623 W. LAKE VISTA COURT
MEQUON, WI 53092
414-305-7705

PROFESSIONAL ENGINEER

JAMES A. CLANCY

Professional Engineer

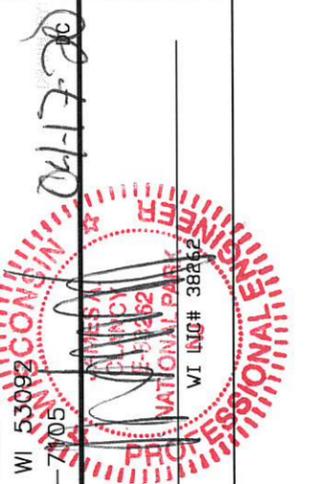
856-853-7381
856-853-7306

Fax: Phone

PICKENS
686 BRIARCLIFF CT
HARTLAND WI 53029

CLIENT

JAMES A. CLANCY
CONSULTING ENGINEER
601 ASBURY AVENUE
NATIONAL PARK, NJ 08063



CONNECTION DETAILS A6 (2 OF 2)

#12 X 3/4" PPH RG TECK SCREW EVERY 16" ON CENTER

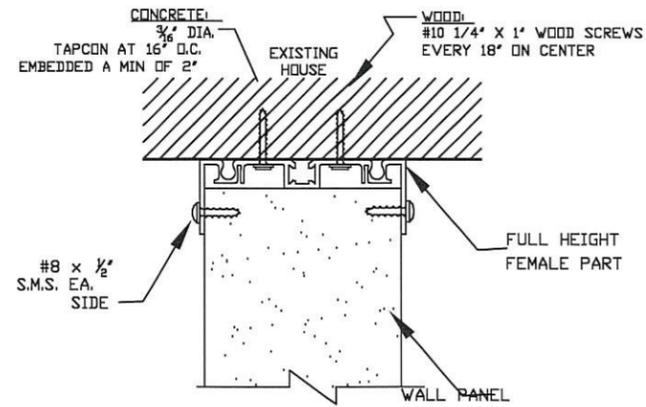
BASE/TOP CAP SPLICE TO BE 8" MINIMUM FROM VERTICAL MULLION

EXIST. OR NEW WOOD DECK IN GOOD CONDITION

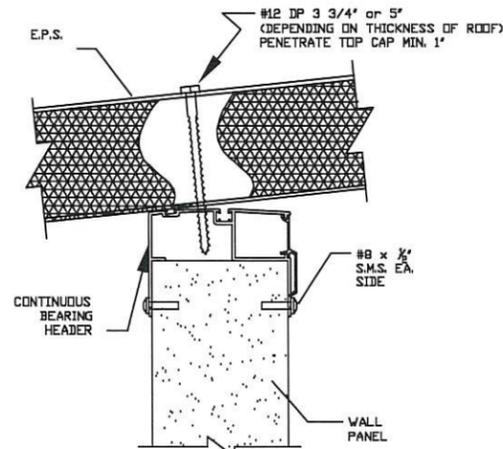
ALUM. FLASHING

BASE TRACK TO STANDARD DECK

A-6

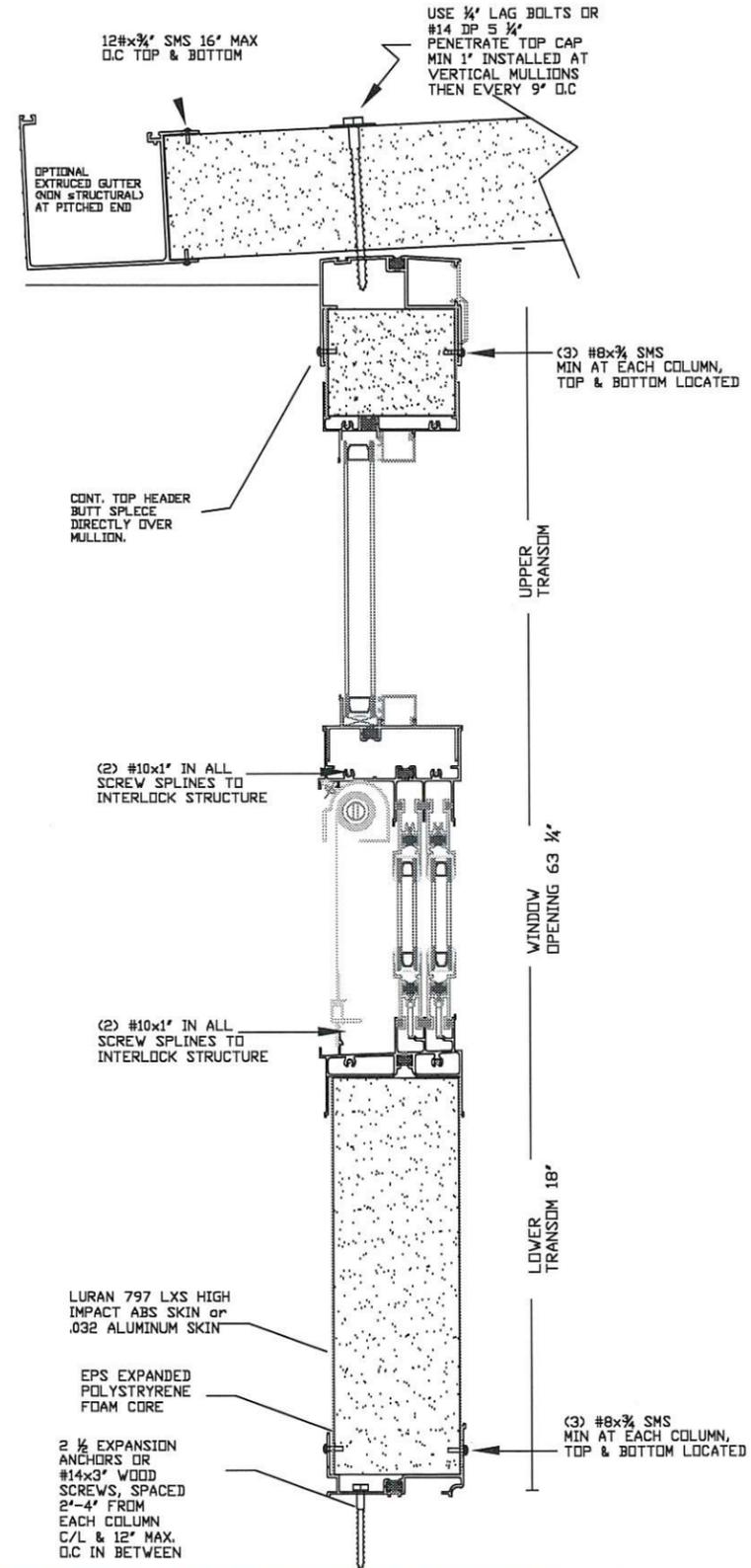


P CONNECTION AT HOUSE
A-6



Q BEARING WALL ATTACHMENT
A-6

WALL CROSS SECTION



PICKENS
686 BRIARCLIFF CT
HARTLAND WI 53029

BEAR BUILDERS
2623 W. LAKEVIEW COURT
MEQUON, WI 53092
414-305-7105

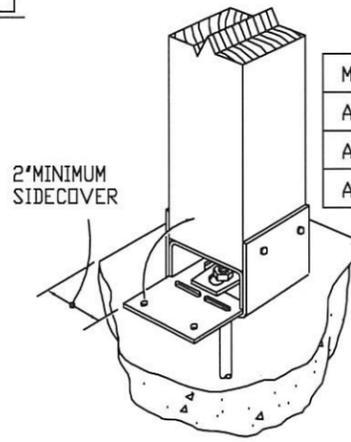
JAMES A. CLANCY
CONSULTING ENGINEER
601 ASBURY AVENUE
NATIONAL PARK, NJ 08063

JAMES A. CLANCY
Professional Engineer
WI LIC# 38266

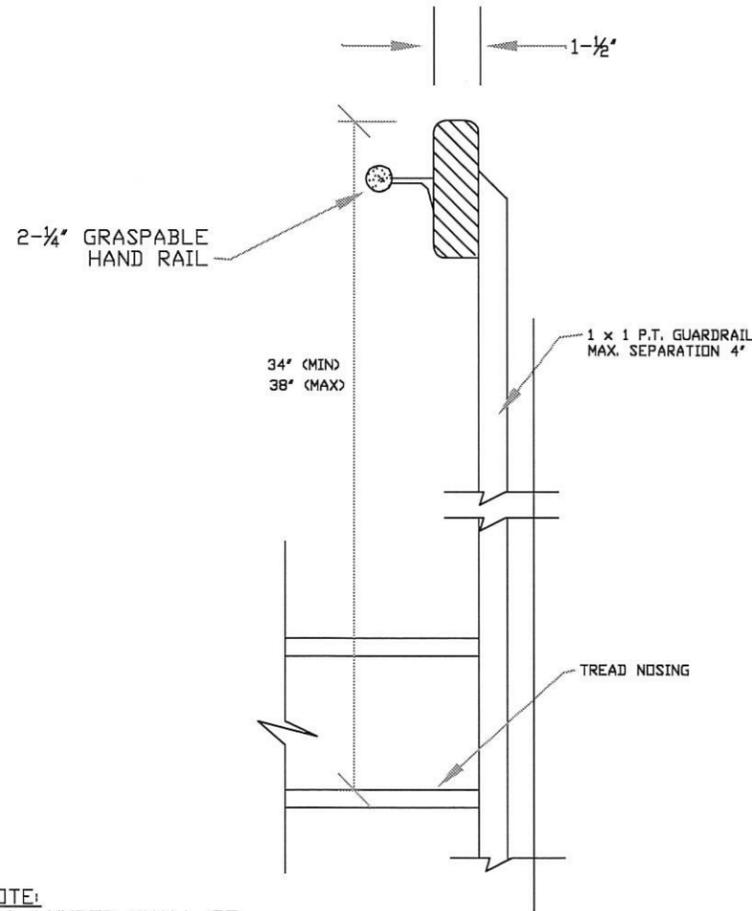
DATE: 04-17-20

PROJECT: NATIONAL PARK

STAIR, RAILS AND LANDING DETAILS

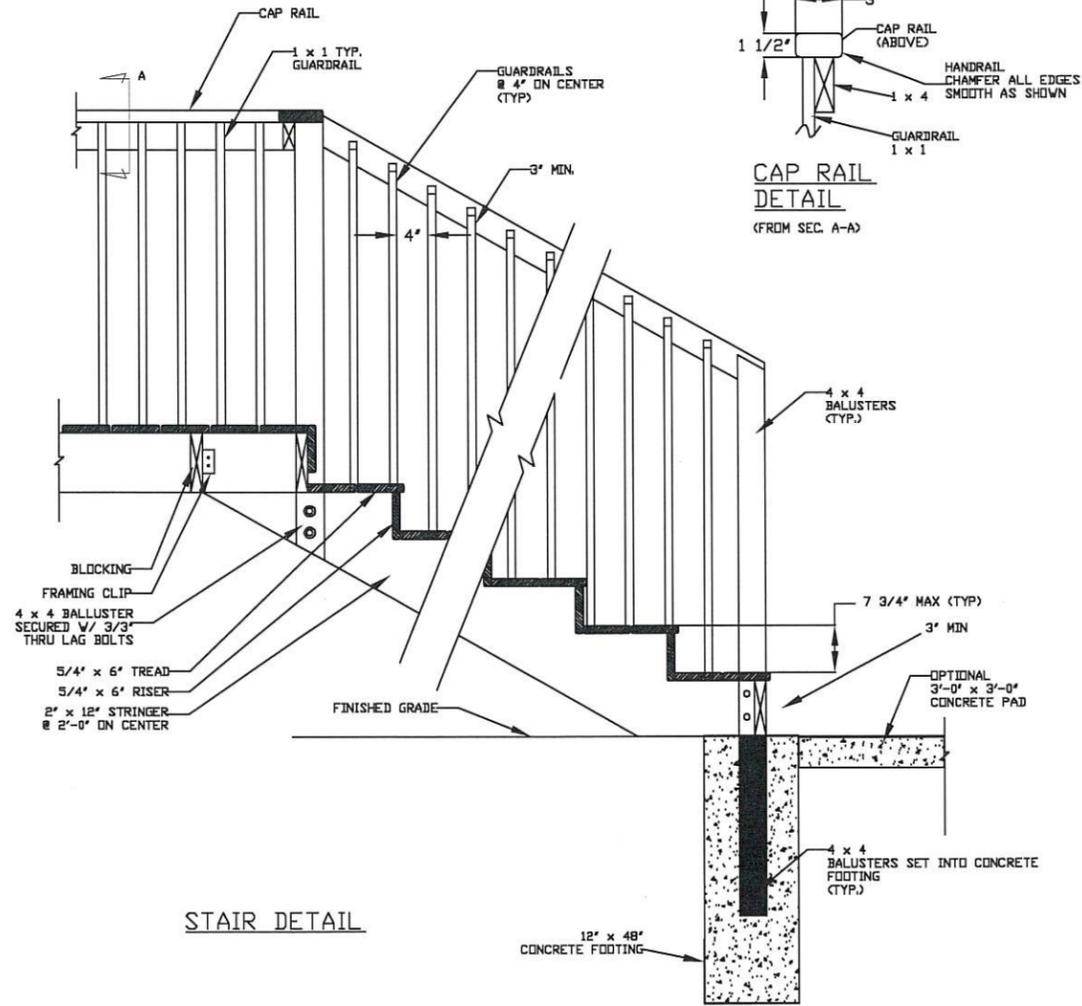


MODEL	POST	NAILS	BOLTS	UPLIFT	DOWN
AB44	4X4	8-10D	N/A	555	4065
AB46	4X6	8-10D	N/A	700	4165
AB66	6X6	8-10D	N/A	720	5335



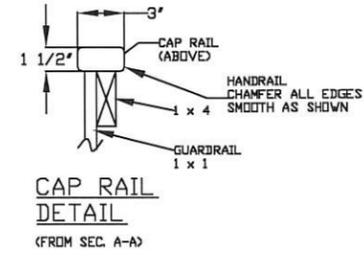
HANDRAIL
DETAIL

NOTE:
ALL LUMBER SHALL BE
TREADED WOOD.



STAIR DETAIL

LOWER BEARING AT
FOOTING - FROST
PROTECTED REQUIRED
WHEN 48" OR MORE



BEAR BUILDERS

2623 W. LAKE VISTA COURT
MEQUON, WI 53091
414-305-7105

CONSULTING ENGINEER

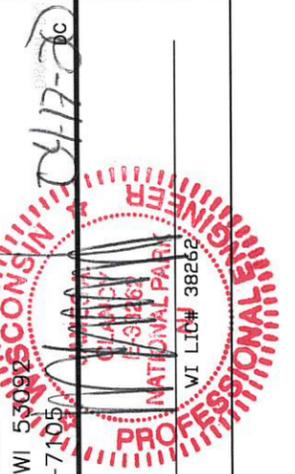
JAMES A. CLANCY

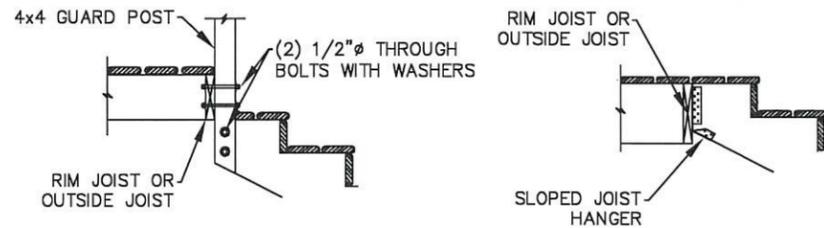
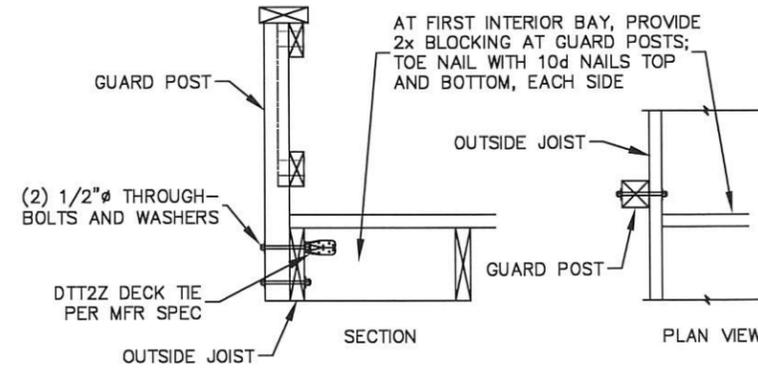
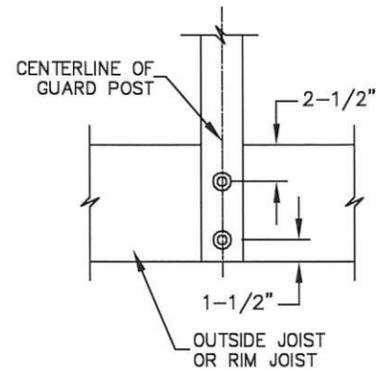
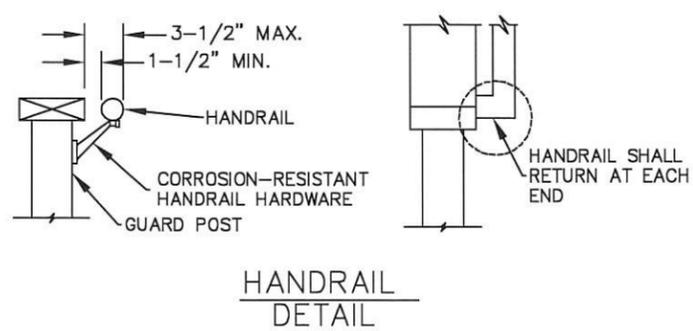
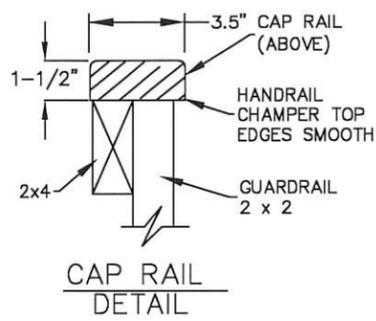
Professional Engineer

PICKENS
686 BRIARCLIFF CT
HARTLAND WI 53029

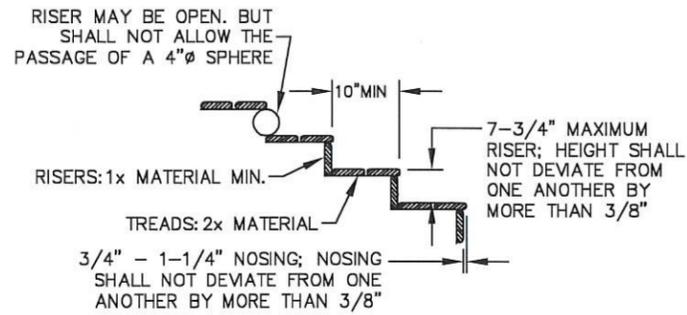
JAMES A. CLANCY
CONSULTING ENGINEER
601 ASBURY AVENUE
NATIONAL PARK, NJ 08063

Fax: 856-853-7381
Phone: 856-853-7306

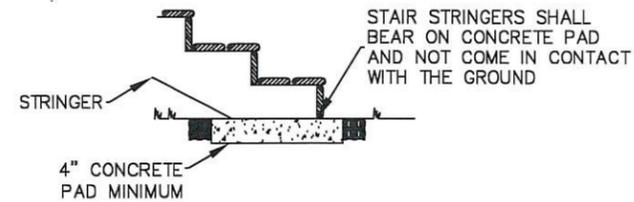




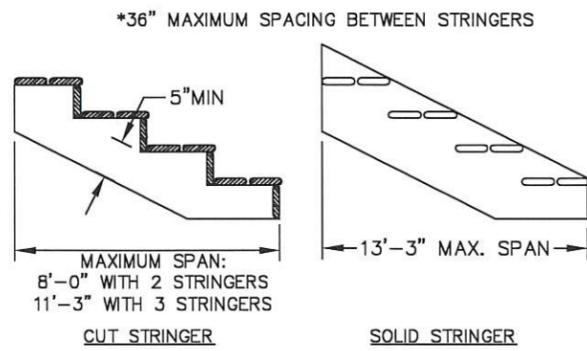
STAIR STRINGER ATTACHMENT DETAIL



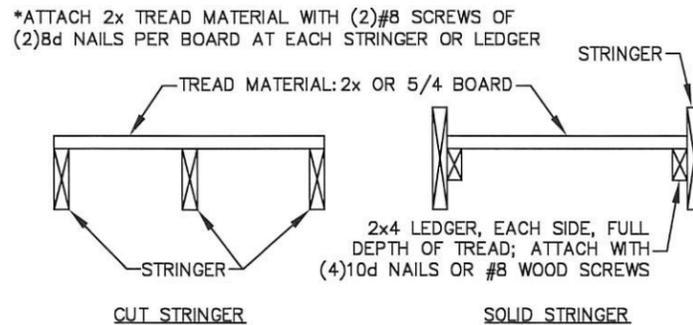
TREAD AND RISER DETAIL



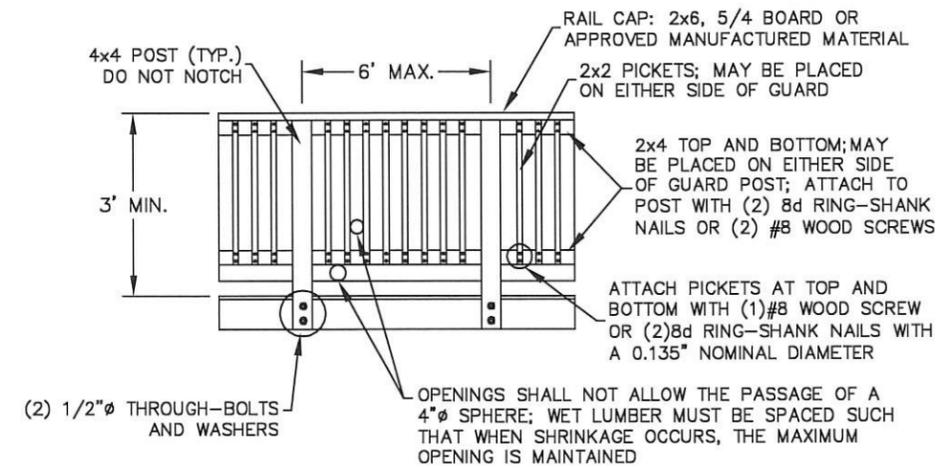
STAIR STRINGER BEARING AT GRADE DETAIL



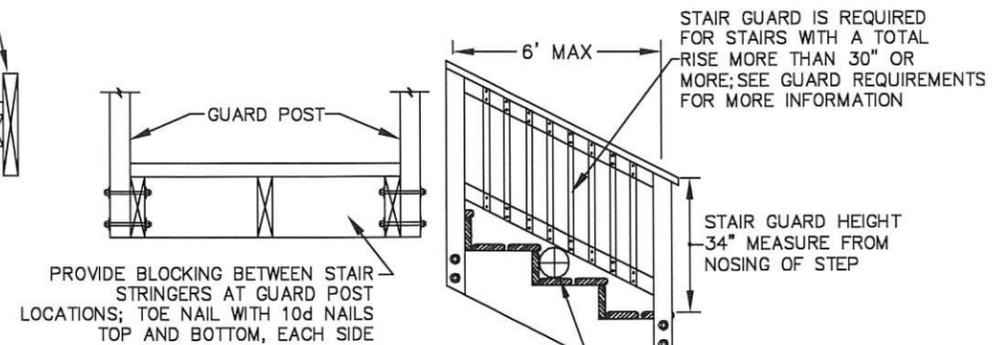
STAIR STRINGER REQUIREMENTS



TREAD CONNECTION REQUIREMENTS



TYPICAL GUARD DETAIL



STAIR GUARD REQUIREMENTS

*ALL STAIRS AND LANDINGS MUST BE ILLUMINATED

STAIR DETAIL
NOT TO SCALE

BEAR BUILDERS CONSTRUCTION INC.
 2623 W. LAKE MISTA COURT
 MEQUON, WI 53092
 414-305-7105
 NATIONAL PARK PROFESSIONAL ENGINEER
 JAMES A. CLANCY
 Professional Engineer
 856-853-7381
 856-853-7306
 PICKENS
 686 BRIARCLIFF CT
 HARTLAND WI 53029
 JAMES A. CLANCY
 CONSULTING ENGINEER
 601 ASBURY AVENUE
 NATIONAL PARK, NJ 08063

CALCULATIONS: SOIL & WIND UPLIFT

SOIL BEARING CAPACITY CALCULATIONS

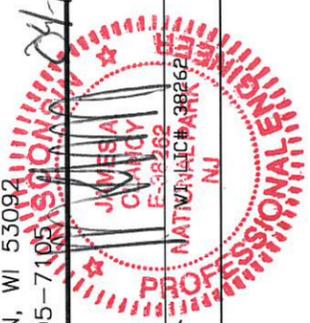
ROOM STYLE	GABLE
LOADING	
ROOF LIVE	30 PSF
ROOF DEAD	5 PSF
ROOF TOTAL	35 PSF
FLOOR LIVE	40 PSF
FLOOR DEAD	5 PSF
FLOOR TOTAL	45 PSF
DECK DETAILS	
PROJECTION	14 FT
WIDTH	15 FT
EXTRA	0 FT ²
TOTAL AREA	210 FT ²
DISTANCE TO FIRST BEAM FROM HOUSE	7 FT
WEIGHT OF PRODUCT	
WEIGHT	2510 LBS
TOTAL DESIGN LOAD	
LOAD	15110 LBS
NUMBER OF GOLIATH TECK HELICAL POSTS	
POSTS	6
SOIL BEARING CAPACITY	
BEARING PER POST (<10,000PSF)	2518 PSF

WIND UPLIFT DESIGN CALCULATIONS

TOTAL WEIGHT OF PRODUCT	2510	LBS
DIMENSION OF DECK		
PROJECTION (FEET)	14	FT
WIDTH (FEET)	16	FT
EXTRA SQUARE FOOTAGE IF ODD SHAPED (SQUARE FEET)		FT ²
TOTAL AREA (SQUARE FEET)	224	FT ²
DECK WEIGHT PER SQUARE FOOT	5	LBS/FT ²
GOLIATH POST DESIGN		
BEARING CAPACITY	5910	LBS
ACCEPTABLE UPLIFT RESISTANCE PER POST	2955	LBS
NUMBER OF PIERS	6	
WIND CONVERSION		
WIND SPEED (80,90,100,110,120,130,140,150)	90	MPH
EXPOSURE (B,C,D)	B	
CALCULATED WIND PRESSURE	15.4	LBS/FT ²
FINAL CALCULATIONS		
TOTAL UPLIFT	3449.6	LBS
TOTAL WEIGHT OF DECK, PRODUCT, AND FOOTINGS	21360	LBS
DIFFERENCE	17910.4	LBS

WIND UPLIFT DESIGN IS ACCEPTABLE

CLIENT: PICKENS 686 BRIARCLIFF CT HARTLAND WI 53029
 BEAR BUILDERS 2623 W. LAKE VISTA COURT MEQUON, WI 53092
 414-305-7105
 JAMES A. CLANCY Professional Engineer
 856-853-7381 Fax: 856-853-7306 Phone
 NATIONAL PARK, NJ 08063
 JAMES A. CLANCY
 CONSULTING ENGINEER
 601 ASBURY AVENUE
 NATIONAL PARK, NJ 08063



CALCULATIONS: ROOF SNOW LOAD

SPAN (feet)	14.000
LIVE (SNOW) LOAD (psf)	30.00
DEAD LOAD (psf)	5.00
TOTAL LOAD (psf)	35.00
Foam Dimension - C (inches)	4.25
Foam Density (pcf)	2.00
E_c (psi)	480
F_v (psi)	35
G_c (psi)	620
T1 (inches)	0.032
T2 (inches)	0.032
H (inches)	4.31
A1 (inches) ²	0.384
A2 (inches) ²	0.384
E (psi)	10,100,000
Aluminum Working Stress (psi)	11,818
Y (inches)	2.16
I (inches) ⁴	3.52
S (inches) ³	1.63
Bending Stress (psi)	6,305
Shear Stress (psi)	4.77
Skin Buckling (psi)	7,215
Allowable Deflection (inches)	1.40
Actual Deflection (inches)	1.17

Two Pound
Foam

480
35
620

A	SPAN (feet)	14.00		
B	LOADING CONDITIONS			
	LIVE LOAD (psf)	30.00		
	DEAD LOAD (psf)	5.00		
	TOTAL LOAD (psf)	35.00		
C	MATERIAL SPECIFICATIONS			
	FOAM CORE THICKNESS (inches)	4.25		
	FOAM CORE DENSITY (pcf)	2.00		
	E_c (psi)	480		
	F_v (psi)	35		
	G_c (psi)	620		
	ALUMINUM THICKNESS (inches)	0.032		
	E (psi)	10,100,000		
D	SECTION PROPERTIES			
	C (inches)	4.25		
	T1 (inches)	0.032		
	T2 (inches)	0.032		
	H (inches)	4.31		
	A1 (inches) ²	0.384		
	A2 (inches) ²	0.384		
E	ALUMINUM WORKING STRESS (psi)	11,818		
F	Y (inches)	2.16		
	I (inches) ⁴	3.52		
	S (inches) ³	1.63		
G	BENDING STRESS (psi)	6,305	IS LESS THAN	11,818
	$F_b = 1.5WL^2/S$			
				Bending Stress is Acceptable
H	SHEAR STRESS (psi)	4.77	IS LESS THAN	35
	$F_v = WL/(H+C)12$			
				Shear Stress is Acceptable
I	SKIN BUCKLING STRESS (psi)	7,215	IS GREATER THAN	6,305
	$C_{cr} = 0.5(\text{cube root})(E)(E_c)(G_c)$			
				Skin Buckling Stress is Acceptable
J	ALLOWABLE DEFLECTION (inches)	1.40		
	DEFLECTION			
K	ACTUAL DEFLECTION (inches)	1.17	IS LESS THAN	1.40
	$DEF = 5WL^4(1728)/384EI + WL^2/4(H+C)G_c$			
				Deflection is Acceptable

CLIENT

PICKENS
686 BRIARCLIFF CT
HARTLAND WI 53029

BEAR BUILDERS

2623 W. LAKE VISTA COURT
MEQUON, WI 53092
414-305-7105

CH-17-20

JAMES A. CLANCY

CONSULTING ENGINEER
601 ASBURY AVENUE
NATIONAL PARK, NJ 08063

Fax: 856-853-7381
Phone: 856-853-7306

Professional Engineer

WI LIC# 38258



BENJAMIN D & CLAIRE C HAUSER
818 MARQUETTE RD
HARTLAND WI 53029

CAROL JEAN FRANCKE
798 GREENWAY TER
HARTLAND WI 53029-1169

DAVID & MARY MCGRATH
652 BRIARCLIFF CT
HARTLAND WI 53029

GARY R RIGGS AND MARY K RIGGS
W295N5301 MERTON AVE
HARTLAND WI 53029

ISAAC J VERDEGAN AND JULIE A
MCDONALD
707 BRIARCLIFF CT
HARTLAND WI 53029

JILL M MEDVED
W295N5319 MERTON AVE
HARTLAND WI 53029-1245

KENNETH L & SUSAN P HADY
700 BRIARCLIFF CT
HARTLAND WI 53029

ROBERT & MARGARET KURKIEWICZ
702 GREENWAY TER
HARTLAND WI 53029

SCOTT JANSEN AND KIM OWENS
684 GREENWAY TER
HARTLAND WI 53029

ZUERCHER JOINT REVOCABLE TRUST
653 BRIARCLIFF CT
HARTLAND WI 53029-1178

BRIAN P REID
700 MERTON AVE
HARTLAND WI 53029-1232

CHARLES H ZELLMER
540 MERTON AVE
HARTLAND WI 53029

EDWARD K & CHRISTINE M PICKENS
686 BRIARCLIFF CT
HARTLAND WI 53029-1177

GLENN N AND MARY L SCHROEDER
REVOCABLE
627 BRIARCLIFF CT
HARTLAND WI 53029-1178

JAMES & MARY BALLANTINE
689 BRIARCLIFF CT
HARTLAND WI 53029-1178

JOHN M & DYHANNE NEUENS
668 GREENWAY TER
HARTLAND WI 53029-1184

NICK SCHAF AND MICHELLE SCHAF
671 BRIARCLIFF CT
HARTLAND WI 53029

ROBERT & CHRISTINE WEDDIG
632 BRIARCLIFF CT
HARTLAND WI 53029

THOMAS J & JAMES J HILGER
256 ERIN RD
OCONOMOWOC WI 53066-8801

BURTON B BUDZIEN FAMILY TRUST OF
AUGUST 6 2014
W294N5260 MERTON AVE
HARTLAND WI 53029-1244

CHRISTOPHER & CHRISTINE BAUER
722 GREENWAY TER
HARTLAND WI 53029

ERIC J PYLKAS AND JULIE R PYLKAS
893 MARQUETTE RD
HARTLAND WI 53029

GRETCHEN F BLOSS AND KIMBERLI M
WANDSNIDER
672 BRIARCLIFF CT
HARTLAND WI 53029

JEFFREY & ALISON B MEEHAN
621 BRIARCLIFF CT
HARTLAND WI 53029

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

PATRICIA J HUSSEL
772 GREENWAY TER
HARTLAND WI 53029-1169

RONALD W & HEATHER L UTLAUT
W294N5316 MERTON AVE
HARTLAND WI 53029

WILLIAM & MICHELLE BOETTCHER
635 BRIARCLIFF CT
HARTLAND WI 53029-1178



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

Job Address <u>1907 E. Bristlecone Dr.</u>			
Lot <u>44</u>	Block	Subdivision <u>Bristlecone Pines</u>	Key No. HAV
Owner <u>Rajesh Santharam</u>		Phone <u>414-732-5769</u>	
Address <u>1269 Mary Hill Circle</u>		City <u>Hartland</u>	State <u>WI</u> Zip <u>53029</u>
Contractor <u>Rob Miller Homes</u>		Phone <u>262-303-4647</u> FAX	E-Mail Address <u>Kelly @ robmillerhomes.com</u>
Address <u>706 Main St.</u>		City <u>Deafield</u>	State <u>WI</u> Zip <u>53018</u>

The Architectural Board meets on the **THIRD MONDAY** of the Month at 6:30 p.m. in the Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue in the Village of Hartland.

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

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

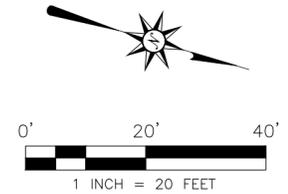
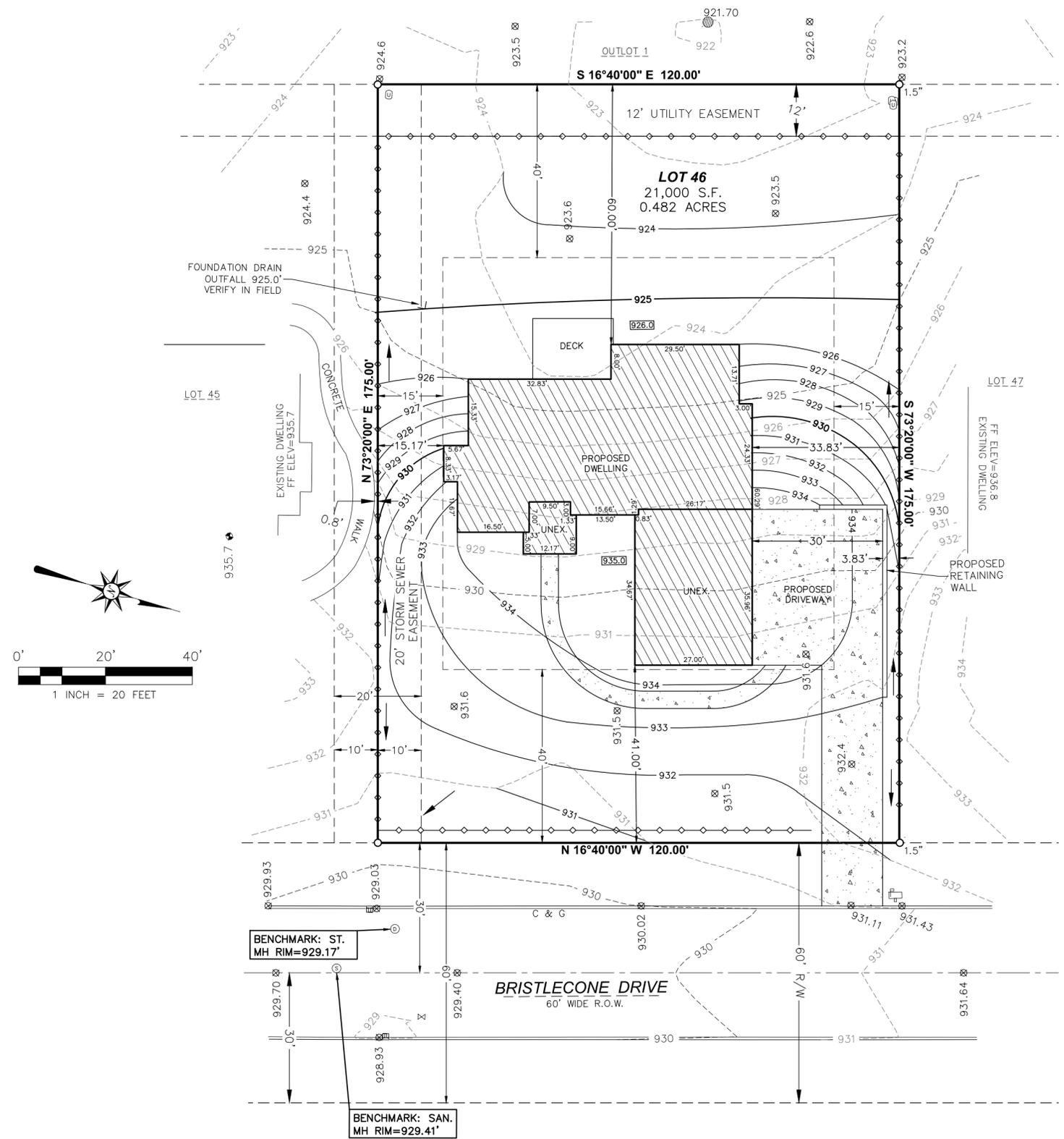
One & Two Family

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

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

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

PLAT OF SURVEY
 LOT 46 OF BRISTLECONE PINES SUBDIVISION BEING A PART OF PARCEL A OF CERTIFIED SURVEY MAP NO. 2245, LOT 2 OF CERTIFIED SURVEY MAP NO. 6992 AND A PART OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 4182 ALSO BEING A PART OF THE NE 1/4, NW 1/4, SW 1/4, AND SE 1/4, OF THE NW 1/4, AND THE NE 1/4, AND SW 1/4, OF THE SW 1/4 OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.



NOTES:

- BEARINGS ARE REFERENCED TO THE WEST LINE OF LOT 46, WHICH WAS TAKEN TO BEAR S 16°40'00" E, AS SHOWN ON BRISTLECONE PINES SUBDIVISION PLAT.
- ELEVATIONS BASED ON SANITARY RIM ASBUILT INFORMATION PER VILLAGE OF HARTLAND GIS MAPPING. HOLDING THE SANITARY MH RIM AS SHOWN.
- UTILITY EASEMENT PER DOCUMENT NO. 2032005
- THE EXCAVATOR AND MASON MUST VERIFY AT LEAST 2 BENCHMARKS SHOWN ABOVE.
- PROPOSED ELEVATIONS AS SHOWN ON THIS DRAWING IS A SUGGESTED GRADE AND SHOULD BE VERIFIED BY THE OWNER AND/OR THE BUILDER AND APPROVED BY THE BUILDING INSPECTOR.
- EROSION CONTROL MEASURES SHALL BE PROVIDED BY THE BUILDER AND/OR BUILDING INSPECTOR BASED ON SITE CONDITIONS.
- A TITLE COMMITMENT HAS NOT BEEN PROVIDED. AN ADDITIONAL SEARCH FOR EASEMENTS OF RECORD HAS NOT BEEN COMPLETED.
- PER WAUKESHA COUNTY GIS THE PARCEL CURRENTLY DOES NOT HAVE AN ADDRESS.
- EASEMENTS AND BUILDING SETBACKS PER SUBDIVISION PLAT.
- LOT 46 IS LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 36.

LEGEND

- FOUND 1" IRON PIPE OR NOTED
- ⊙ STORM MANHOLE
- ⊙ SANITARY MANHOLE
- ⊙ CURB INLET
- ⊙ WATER VALVE
- ⊙ UTILITY PED
- ⊙ FLOOR ELEVATION
- ⊙ EXISTING SPOT GRADE
- EXISTING CONTOUR
- DRAIN
- ⊙ MAILBOX
- PROPOSED CONTOUR
- PROPOSED SILT FENCE
- PROPOSED ELEVATION
- PROPOSED FLOW DIRECTION

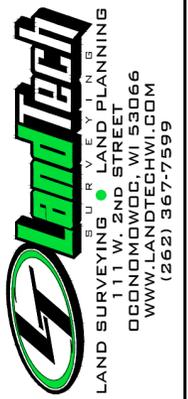
PROPOSED GRADES PER BUILDER
 FINISH YARD GRADE: 935.0/926.0
 GARAGE FLOOR: 935.33
 TOP OF WALL: 935.67
 TOP OF FOOTING: 926.67 (9' WALL)
 DRIVE SLOPE=4.3%

SETBACK REQUIREMENTS
 FRONT YARD = 40'
 SIDE YARD = 15'
 REAR YARD = 40'

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAY AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE, THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

SIGNED: MATTHEW T. O'ROURKE, PROFESSIONAL LAND SURVEYOR S-2771



REV.	05/21/2020	REVISE GRADING
REV.		
REV.		
REV.		
CLIENT	ROB MILLER HOMES	
PROJECT	SANTHARAM/THOUSAND	
LAYOUT	PLAT OF SURVEY	
DRAWING	20042_SURVEY.DWG	
DATE	03/12/2020	
JOB NO.	20042	
SHEET	1 OF 1	
LOCATION	LOT 46 BRISTLECONE PINES 1907 E. BRISTLECONE DR. HARTLAND, WISCONSIN	
DRAWN BY	LJS	CHECKED BY MTO

NOTICE TO CONTRACTORS
1 SUPPLIERS
ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY REPRESENT THE PROPERTY AND CONDITIONS, THE CONTRACTOR SHALL VERIFY ALL INFORMATION AND CONDITIONS ON THE SITE PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION OF THESE PLANS.

P.O. BOX 180559
DELAFIELD, WI 53008
PHONE: 262-570-0800
FAX: 262-570-0800
WWW.ROB MILLER HOMES.COM
WWW.ROB MILLER HOMES.COM



BID SET
PLANS:
4.27.20

FUTURE RESIDENCE OF: (BUYER)
RAJESH SANTHARAM
& ROBIN THOUSAND
ADDRESS:
1901 E. BRISTLECONE DR
HARTLAND, WI 53029

FUTURE HOME OF:

RAJESH SANTHARAM
& ROBIN THOUSAND

1901 E. BRISTLECONE DR.
HARTLAND, WI 53029

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- PAGE 2: ELEVATIONS
- PAGE 3: ELEVATIONS
- PAGE 4: FOUNDATION
- PAGE 5: FIRST FLOOR
- PAGE 6: SECOND FLOOR
- PAGE 7: FINISH SCHEDULE
- PAGE 8: SECTIONS
- PAGE 9: INTERIOR VIEWS
- PAGE 10: ROOF & FRONT
- PAGE 11: NOTES

PLAT OF SURVEY

LOT 46 OF BRISTLECONE PINES SUBDIVISION BEING A PART OF PARCEL A OF CERTIFIED SURVEY MAP NO. 2246, LOT 2 OF CERTIFIED SURVEY MAP NO. 6962 AND A PART OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 4182 ALSO BEING A PART OF THE NE 1/4, NW 1/4, SW 1/4, AND SE 1/4, OF THE NW 1/4, AND THE NE 1/4, NW 1/4, AND SW 1/4, OF THE SW 1/4 OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.

NOTES:

- BEARINGS ARE REFERENCED TO THE WEST LINE OF LOT 46, WHICH WAS TAKEN TO BEAR S 16°40'00" E, AS SHOWN ON BRISTLECONE PINES SUBDIVISION PLAT.
- ELEVATIONS BASED ON SANITARY RIM ASBUILT INFORMATION PER VILLAGE OF HARTLAND GIS MAPPING; HOLDING THE SANITARY MH RIM AS SHOWN.
- UTILITY EASEMENT PER DOCUMENT NO. 20332005.
- THE EXCAVATOR AND MASON MUST VERIFY AT LEAST 2 BENCHMARKS SHOWN ABOVE.
- PROPOSED ELEVATIONS AS SHOWN ON THIS DRAWING IS A SUGGESTED GRADE AND SHOULD BE VERIFIED BY THE OWNER AND/OR THE BUILDER AND APPROVED BY THE BUILDING INSPECTOR.
- EROSION CONTROL MEASURES SHALL BE PROVIDED BY THE BUILDER AND/OR BUILDING INSPECTOR BASED ON SITE CONDITIONS.
- A TITLE COMMITMENT HAS NOT BEEN PROVIDED. AN ADDITIONAL SEARCH FOR EASEMENTS OF RECORD HAS NOT BEEN COMPLETED.
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- EASEMENTS AND BUILDING SETBACKS PER SUBDIVISION PLAT.
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LEGEND

- FOUND 1" IRON PIPE OR NOTED
- ⊙ STORM MANHOLE
- ⊙ SANITARY MANHOLE
- ⊙ CURB INLET
- ⊙ WATER VALVE
- ⊙ UTILITY PED
- ⊙ FLOOR ELEVATION
- ⊙ EXISTING SPOT GRADE
- ⊙ EXISTING CONTOUR
- ⊙ DRAIN
- ⊙ MAILBOX
- ⊙ PROPOSED CONTOUR
- ⊙ PROPOSED SET FENCE
- ⊙ PROPOSED ELEVATION
- ⊙ PROPOSED FLOW DIRECTION

PROPOSED GRADES PER BUILDER
FINISH YARD GRADE: 934.0/925.0
GARAGE FLOOR: 934.53
TOP OF WALL: 934.67
TOP OF FOOTING: 925.67 (9" WALL)
DRIVE SLOPE=4.2%

SETBACK REQUIREMENTS
FRONT YARD = 40'
SIDE YARD = 10'
REAR YARD = 40'

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAY AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE, THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.
SIGNED: MATTHEW T. O'ROURKE, PROFESSIONAL LAND SURVEYOR S-2771

CLIENT: ROB MILLER HOMES
PROJECT: SANTHARAM/THOUSAND
LAYOUT: PLAT OF SURVEY
DATE: 03/12/2020
JOB NO.: 20042
SHEET: 1 OF 1

BRACKET DETAILS: THESE BRACKET ARE MADE OF DOUG FIR AND PAINTED WHITE

- BRACKET "A": 4 3/4" x 5 1/2" x 6"
- BRACKET "B": 5 1/2" x 2'-8" x 3'-6"
- BRACKET "C": 5 1/2" x 1'-2 1/2" x 1'-6 1/2"
- BRACKET "D": 5 1/2" x 10" x 2'-6"
- BRACKET "E": 5 1/2" x 2'-2" x 2'-9 1/2"
- BRACKET "F": 5 1/2" x 10" x 1'-8"

1ST FLOOR	2336 SQ. FT.
2ND FLOOR	2100 SQ. FT.
LOWER LEVEL	--- SQ. FT.
TOTAL	4404 SQ. FT.
GARAGE	970 SQ. FT.
PORCH	103 SQ. FT.
DECK	223 SQ. FT.

**BID SET PLANS:
DO NOT USE
FOR CONSTRUCTION**

EXTERIOR MATERIALS:

SIDING: 1ST LEVEL: 5" LP SMARTSIDE SIDING (3 1/8" REVEAL)
2ND LEVEL: LP SMARTSIDE SHAKES

FULL STONE: GREY KENSINGTON W/ 3" BEDFORD CAP
CREAM COLOR MORTAR

WINDOW & DOOR TRIM: SIDING: 5/4" x 6" LP SMARTSIDE TRIM
TOP: 5/4" x 4" TOP W/ 4" AZEK CROWN ABOVE
W/ AZEK CAP
BELOW: 1" AZEK EXTENDED BILL W/ 5/4" x 6" TRIM

* PAD OUT BEHIND ALL EXTERIOR TRIM ON WINDOWS/DOORS

CORNER TRIM: 5/4" x 6" LP SMARTSIDE

FASCIA/SOFFIT: 1/2 LP SMARTSIDE
1X3 LP RAKE ON GABLES
LP SOFFIT SOFFIT PLY
1X6 CEDAR TAG SOFFIT ON PORCHES &
GARAGE LARGE OVERHANG

SKIRTBOARD: 5/4" x 10" LP SMARTSIDE TRIM

ACCENT BOARD: 5/4" x 8" LP SMARTSIDE TRIM

FREIZE BOARD: 5/4" x 8" LP SMARTSIDE TRIM ON GABLES/EAVES

COLUMN MATERIAL: AZEK - SEE COLUMN DETAIL

SHINGLES: WEATHER WOOD COLOR
LIMITED LIFETIME DIMENSIONAL SHINGLE

STANDING SEAM METAL ROOF - BROZNE

OVERHANGS:
EAVE OVERHANGS ARE 1'-4"
GABLE OVERHANGS ARE 1'-4" + 10" (AS NOTED)

OVERHANGS MEASURE FROM OUTSIDE OF
SHEATHING TO OUTSIDE OF SUBFASCIA

5" PRE-FINISHED SEAMLESS ALUMINUM GUTTER
3"x4" PRE-FINISHED RECTANGULAR DOWNSPOUTS
INCLUDE GUTTER GUARDS

ALL EXTERIOR IS PAINTED

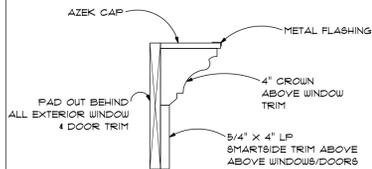
ALL SIDING & TRIM IS ORDERED PRIMED.
ALL SIDING & TRIM IS FINISHED ON-SITE.

EXTERIOR NOTES

1. EXTERIOR COACH LIGHTS & OTHER WALL MOUNTED LIGHTS
LIGHT TO BE MOUNTED ON 8"x15" LP SMART TRIM PLINTH BLOCK
LP SMART TRIM TO BE SUBSTITUTED FOR BEDFORD STONE (OR OTHER
MATERIAL AT HOMEOWNER'S REQUEST) IF LIGHT IS TO BE
MOUNTED ON STONE WALL
FLASH ABOVE ALL EXTERIOR PLINTH BLOCKS REGARDLESS
OF BLOCK MATERIAL

2. EXTERIOR HOSE BIBB
HOSE BIBB TO BE MOUNTED ON 6"x6" LP SMART TRIM PLINTH BLOCK
UNLESS HOSE BIBB IS IN SKIRTBOARD, THEN NO BLOCKING
IS REQUIRED
LP SMART TRIM TO BE SUBSTITUTED FOR BEDFORD STONE (OR OTHER
MATERIAL AT HOMEOWNER'S REQUEST) IF HOSE BIBB IS TO BE
MOUNTED ON STONE WALL

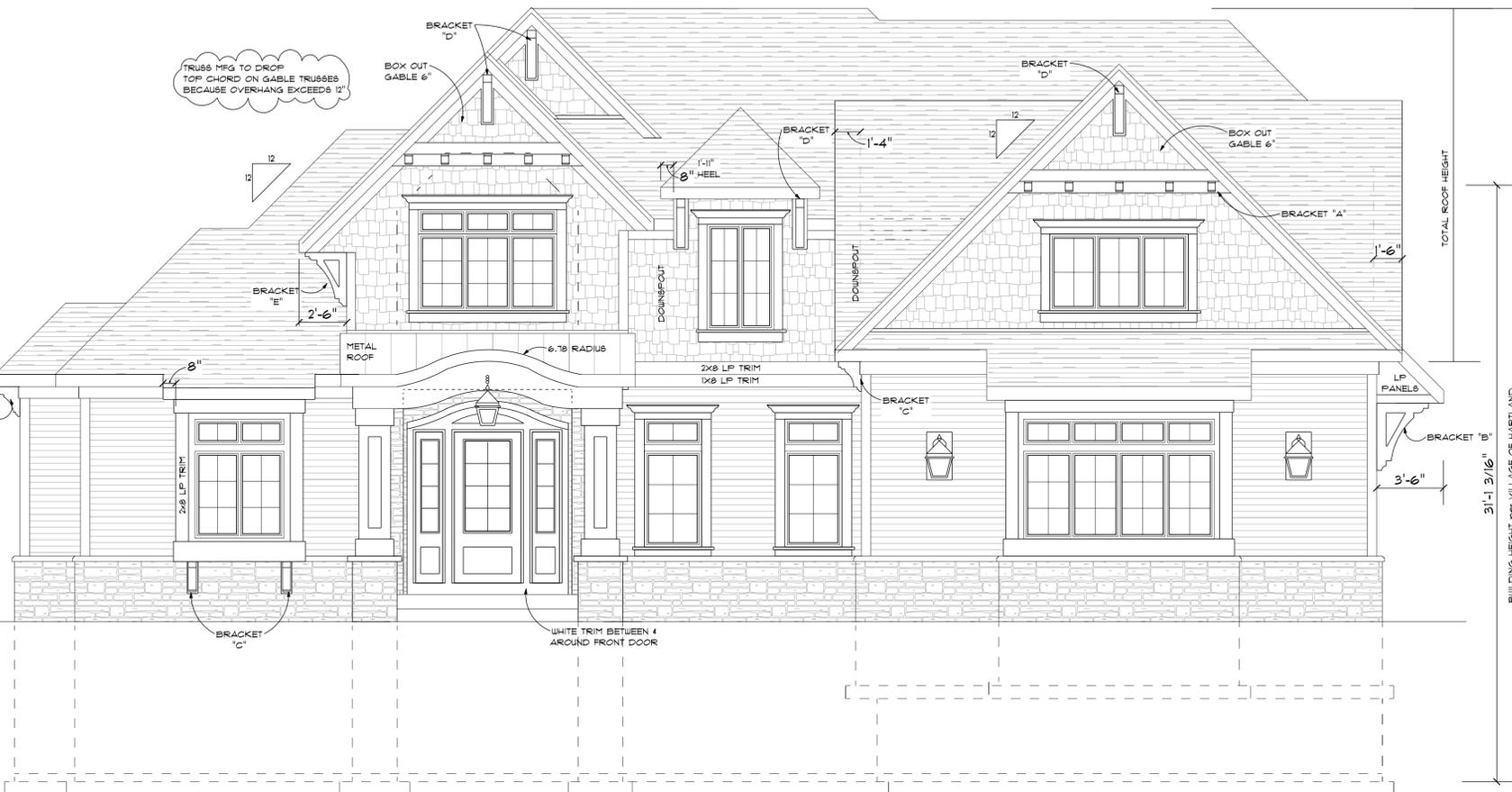
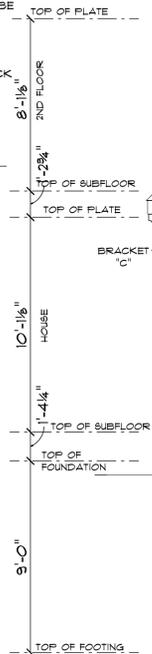
3. EXTERIOR VENT (I.E. DRYER VENT)
VENT TO BE MOUNTED ON 6"x6" LP SMART TRIM PLINTH BLOCK
UNLESS VENT IS IN SKIRTBOARD, THEN NO BLOCKING
IS REQUIRED
LP SMART TRIM TO BE SUBSTITUTED FOR BEDFORD STONE
(OR OTHER MATERIAL AT HOMEOWNER'S REQUEST) IF VENT IS TO BE
MOUNTED ON STONE WALL



**EXTERIOR WINDOWS
CROWN DETAIL**

SCALE: 2" = 1'-0"

TRUSS MFG TO DROP
TOP CHORD ON GABLE TRUSSES
BECAUSE OVERHANG EXCEEDS 12'



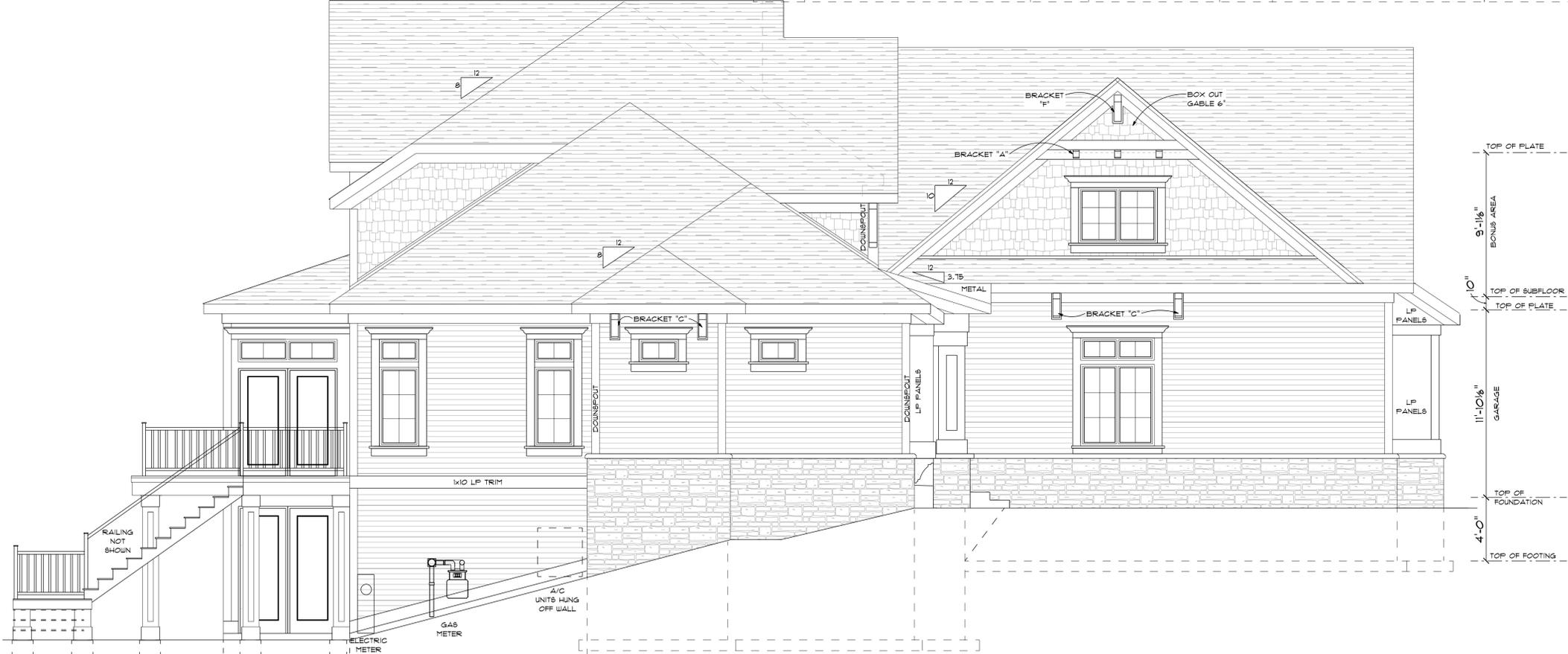
TOTAL ROOF HEIGHT

BUILDING HEIGHT PER VILLAGE OF HARTLAND

31'-1 3/16"

FRONT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

1ST FLOOR	2336 SQ. FT.
2ND FLOOR	2100 SQ. FT.
LOWER LEVEL	--- SQ. FT.
TOTAL	4404 SQ. FT.
GARAGE	970 SQ. FT.
PORCH	103 SQ. FT.
DECK	223 SQ. FT.

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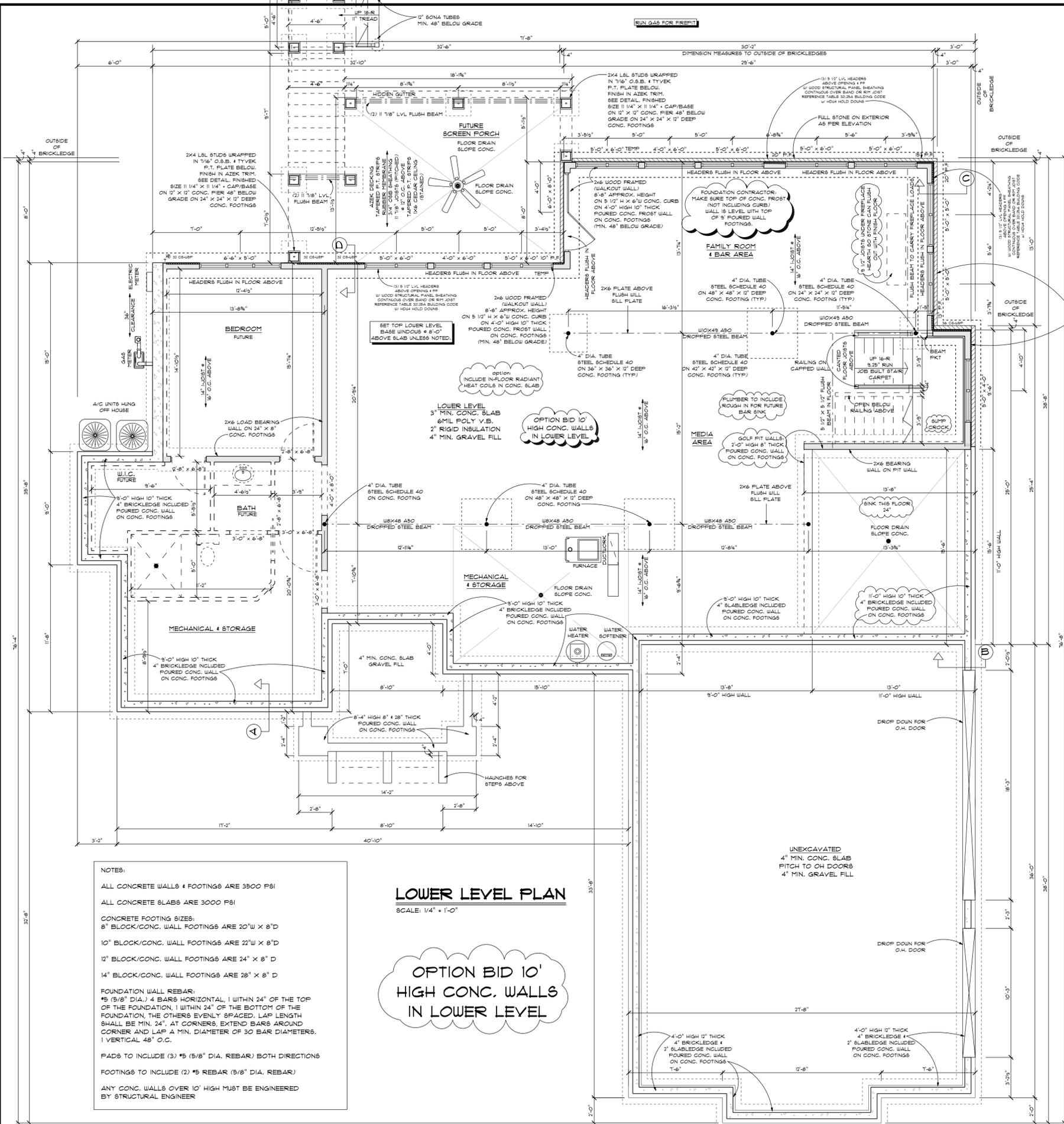
45' MAX. HEIGHT BUILDING HEIGHT CONTRACTORS
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DELAWARE, WI 53016
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FAX: 262.483.6845
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Homes

BID SET
PLANS:
4.27.20

FOUR RESIDENCE OR (BUYER)
RAJESH SANTHARAY
& ROBIN THOUSAND
ADDRESS:
1907 E. BRISTLECOE DR
HARTLAND, WI 53029

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NOTES:

ALL CONCRETE WALLS & FOOTINGS ARE 3500 PSI

ALL CONCRETE SLABS ARE 3000 PSI

CONCRETE FOOTING SIZES:

- 8" BLOCK/CONC. WALL FOOTINGS ARE 20"W X 8"D
- 10" BLOCK/CONC. WALL FOOTINGS ARE 22"W X 8"D
- 12" BLOCK/CONC. WALL FOOTINGS ARE 24" X 8" D
- 14" BLOCK/CONC. WALL FOOTINGS ARE 28" X 8" D

FOUNDATION WALL REBAR:

- #5 (5/8" DIA.) 4 BARS HORIZONTAL, 1 WITHIN 24" OF THE TOP OF THE FOUNDATION, 1 WITHIN 24" OF THE BOTTOM OF THE FOUNDATION, THE OTHERS EVENLY SPACED, LAP LENGTH SHALL BE MIN. 24". AT CORNERS, EXTEND BARS AROUND CORNER AND LAP A MIN. DIAMETER OF 30 BAR DIAMETERS, 1 VERTICAL 48" O.C.

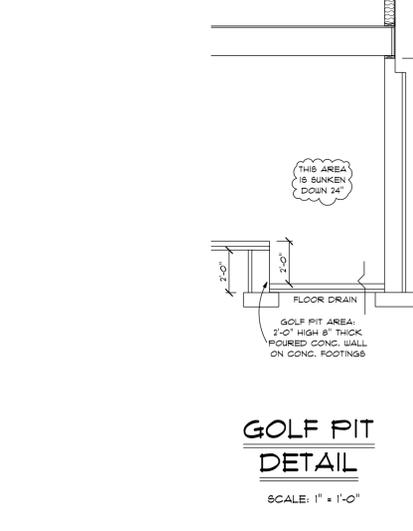
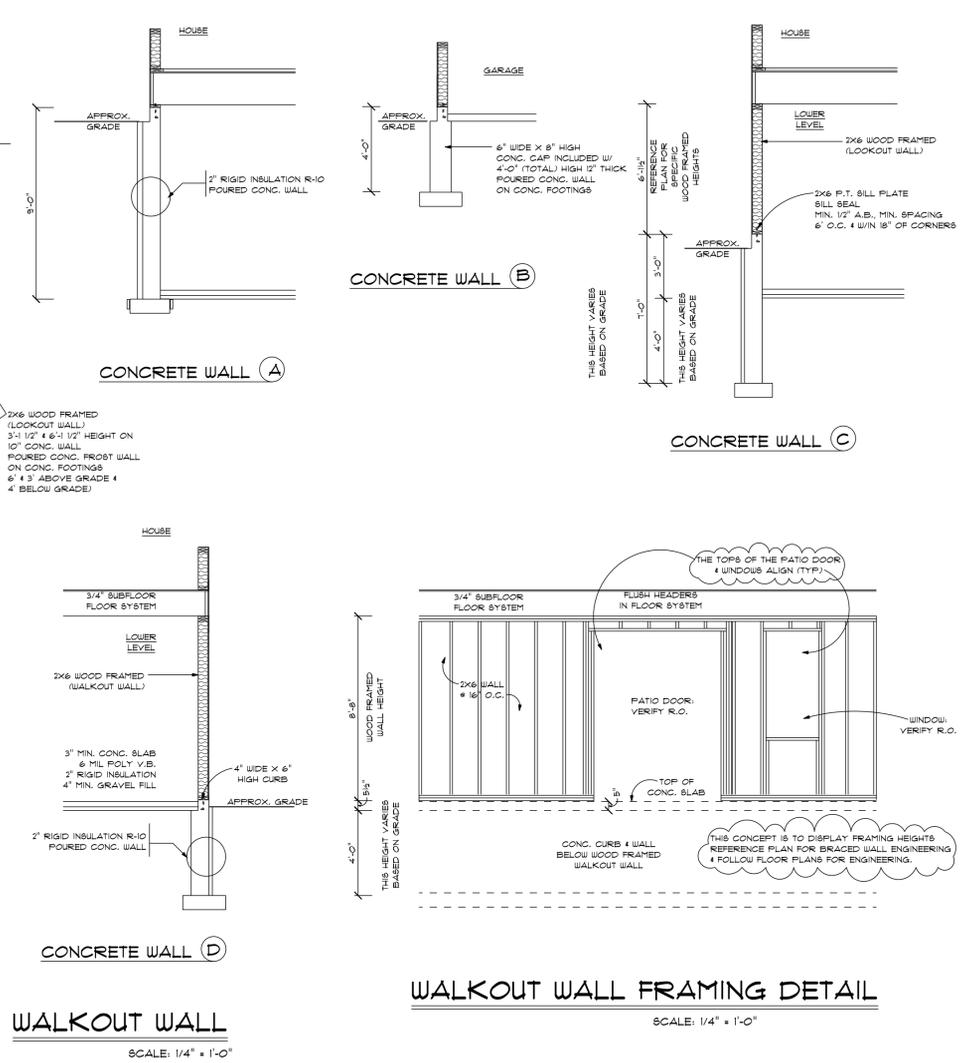
PADS TO INCLUDE (3) #5 (5/8" DIA. REBAR) BOTH DIRECTIONS

FOOTINGS TO INCLUDE (2) #5 REBAR (5/8" DIA. REBAR)

ANY CONC. WALLS OVER 10' HIGH MUST BE ENGINEERED BY STRUCTURAL ENGINEER

LOWER LEVEL PLAN
SCALE: 1/4" = 1'-0"

OPTION BID 10' HIGH CONC. WALLS IN LOWER LEVEL



HEADER SCHEDULE

H-1	(2) 2X10'S D.F. #2 or BTR
H-2	(2) 2X12'S D.F. #2 or BTR
H-3	(2) 1 3/4" X 9 1/2" LVL 2.0E
H-4	(2) 1 3/4" X 11 1/8" LVL 2.0E
H-5	(3) 1 3/4" X 14" LVL 2.0E
H-6	(3) 1 3/4" X 9 1/2" LVL 2.0E
H-7	(3) 1 3/4" X 11 1/8" LVL 2.0E
H-8	(3) 1 3/4" X 9 1/2" LVL 2.0E

1ST FLOOR 2336 SQ. FT.

2ND FLOOR 2100 SQ. FT.

LOWER LEVEL --- SQ. FT.

TOTAL 4404 SQ. FT.

GARAGE 970 SQ. FT.

PORCH 103 SQ. FT.

DECK 223 SQ. FT.

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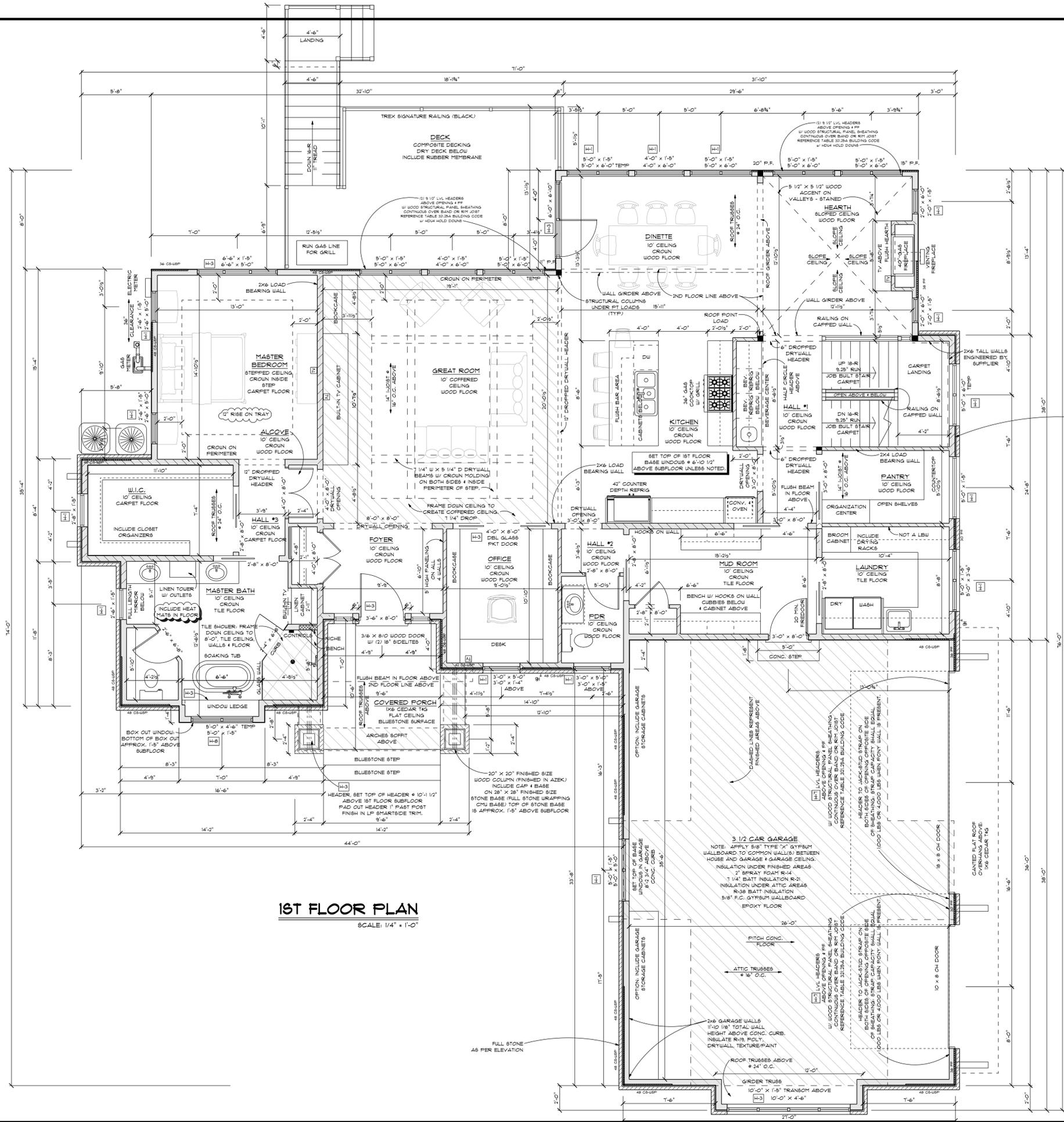
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FAX: 262-570-5800
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BID SET PLANS: 4.21.20

FUTURE RESIDENCE OF: (OWNER)
RAJESH SANTHARAM & ROBIN THOUSAND
ADDRESS: 1501 E. BRISTLECOCK DR HARTLAND, WI 53029

PAGE 4 OF 11



- FLOOR PLAN SPECIFICATIONS:**
1. INCLUDE LBL STUDS AT ALL POCKET DOORS PER DETAIL. (NO LBL # TOP OF BOTTOM PLATE, JUST VERTICAL STUDS)
 2. ELEVATOR SHAFT, LBL STUDS BREAK FLOOR LEVEL. INCLUDE REMOVABLE JOISTS # HANGERS, INCLUDE LVL'S FOR TRACK AS SHOWN.
 3. INCLUDE LBL STUDS AT ALL WALLS OF MODULAR SHOWERS AND TUBS, DOGS WASHES, CABINET WALLS, 1 STAIR WALLS & FIREPLACE WALLS.
 4. ANY WALLS OVER 10'-1 1/8" HIGH ARE TO BE LBL STUDS OR ENGINEERED TALL WALL.
 5. SET TOP OF FIRST FLOOR WINDOW/DOORS # 6'-0" ABOVE SUBFLOOR.
 6. FRAME TO INCLUDE BACKERS FOR CROWN MOLDING.
 7. FRAME TO INCLUDE BLOCKING FOR GRAB BARS.

HATCHED WALLS (INT. & EXT.) REPRESENT LBL STUDS FRAMING (TYP.) OF CABINET WALLS, PKT DOOR WALLS, STONE VENEER WALLS, TILE WALLS & STAIR WALLS.

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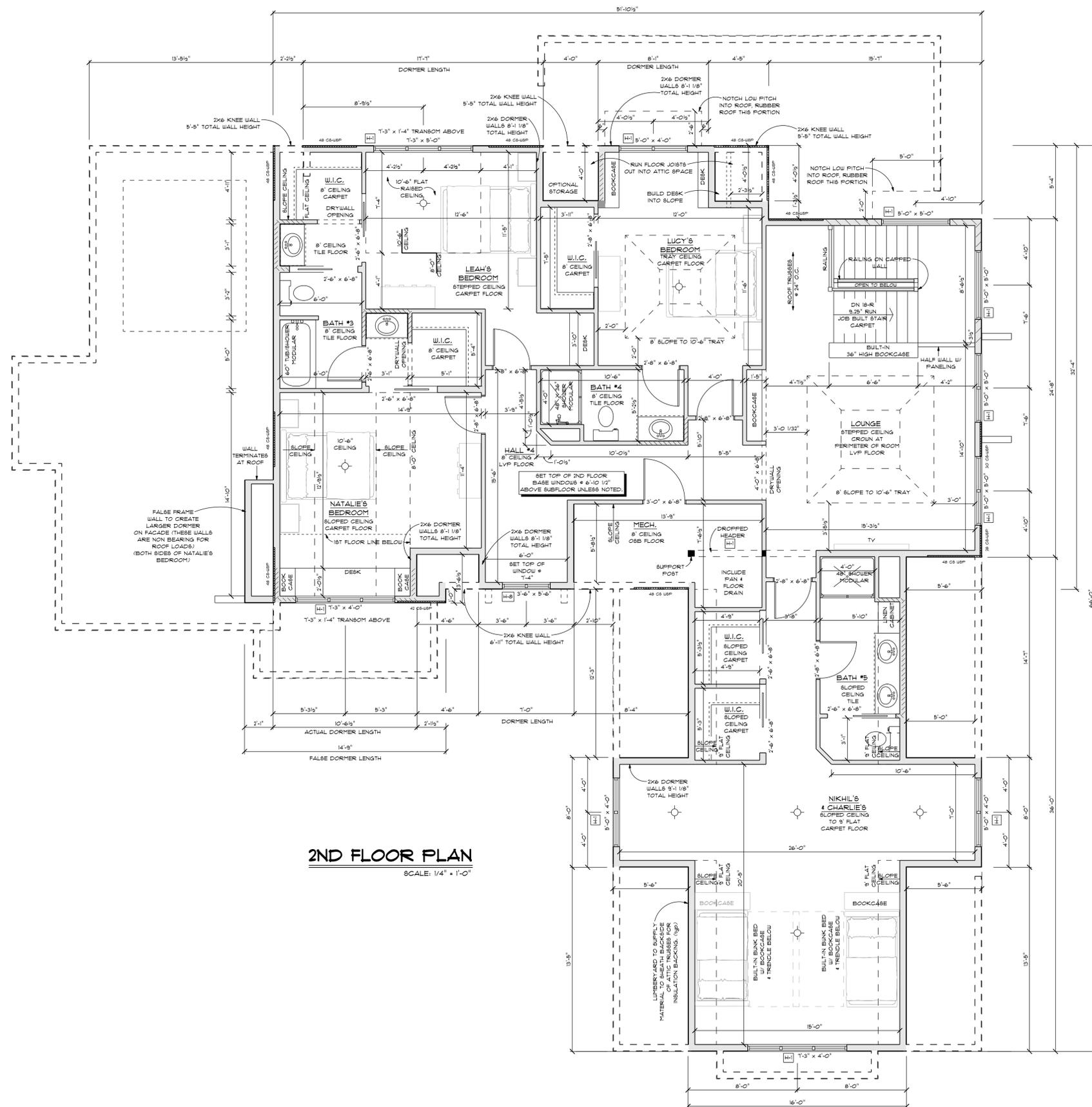
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FIGURE REFERENCE OR (BUYERS)
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ADDRESS:
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HARTLAND, WI 53029

PAGE
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2ND FLOOR PLAN
SCALE: 1/4" = 1'-0"

HEADER SCHEDULE

H1	(2) 2X10'S D.F. #2 OR BTR
H2	(2) 2X12'S D.F. #2 OR BTR
H3	(2) 1 3/4" X 9 1/2" LVL 2.OE
H4	(2) 1 3/4" X 11 1/8" LVL 2.OE
H5	(3) 1 3/4" X 14" LVL 2.OE
H6	(3) 1 3/4" X 9 1/2" LVL 2.OE
H7	(3) 1 3/4" X 11 1/8" LVL 2.OE
H8	(3) 1 3/4" X 5 1/2" LVL 2.OE

1ST FLOOR	2336 SQ. FT.
2ND FLOOR	2100 SQ. FT.
LOWER LEVEL	--- SQ. FT.
TOTAL	4404 SQ. FT.
GARAGE	970 SQ. FT.
PORCH	103 SQ. FT.
DECK	223 SQ. FT.

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**BID SET PLANS:
4.27.20**

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& ROBIN THOUSAND	FREELH
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ROOM FINISH SCHEDULE							
ROOM NAME	WALL FINISH	CEILING FINISH	BASE/CASING SPECIES	BASE/CASING SIZE	INCLUDE SHOE	CROWN	COMMENT
MUD ROOM	DRYWALL	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2"	INCLUDE	YES	5 3/4" PAINT GRADE
HALL #1	DRYWALL	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2"	INCLUDE	YES	5 3/4" PAINT GRADE
PDR	DRYWALL	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2"	INCLUDE	YES	5 3/4" PAINT GRADE
FOYER	PANELING	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2"	INCLUDE	YES	5 3/4" PAINT GRADE
OFFICE	DRYWALL	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2"	INCLUDE	YES	5 3/4" PAINT GRADE
KITCHEN	DRYWALL	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2"	INCLUDE	YES	5 3/4" PAINT GRADE
WALK-IN PANTRY	DRYWALL	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2"	INCLUDE	NO	
GREAT ROOM	DRYWALL	COFFERED CEILING W/ D.W. BEAMS	PAINTED	BASE: 1 1/4" CASING: 3 1/2" SILLS ON WINDOW	INCLUDE	YES	5 3/4" PAINT GRADE PERIMETER/STEP/BEAM
DINETTE	DRYWALL	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2" SILLS ON WINDOW	INCLUDE	YES	5 3/4" PAINT GRADE
HEARTH	DRYWALL	DRYWALL W/ WOOD ACCENTS	PAINTED	BASE: 1 1/4" CASING: 3 1/2" SILLS ON WINDOW	INCLUDE	N/A	
LAUNDRY	DRYWALL	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2"	INCLUDE	N/A	
			PAINTED				
HALL #2	DRYWALL	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2"	INCLUDE	YES	5 3/4" PAINT GRADE
HALL #3	DRYWALL	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2"	INCLUDE	YES	5 3/4" PAINT GRADE
ALCOVE	DRYWALL	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2"	INCLUDE	YES	5 3/4" PAINT GRADE
MASTER BED	DRYWALL	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2"	N/A	N/A	CROWN IN STEP & PERIMETER
MASTER BATH	DRYWALL	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2"	INCLUDE	YES	5 3/4" PAINT GRADE
MASTER W.I.C.	DRYWALL	DRYWALL	PAINTED	BASE: 1 1/4" CASING: 3 1/2"	N/A	N/A	
LUCY SUITE	DRYWALL	DRYWALL	PAINTED	BASE: 5 1/4" CASING: 3 1/2"	N/A	N/A	
LEAH SUITE	DRYWALL	DRYWALL	PAINTED	BASE: 5 1/4" CASING: 3 1/2"	N/A	N/A	
NATALIE SUITE	DRYWALL	DRYWALL	PAINTED	BASE: 5 1/4" CASING: 3 1/2"	N/A	N/A	
HALL #4	DRYWALL	DRYWALL	PAINTED	BASE: 5 1/4" CASING: 3 1/2"	N/A	N/A	
LOUNGE	DRYWALL	DRYWALL	PAINTED	BASE: 5 1/4" CASING: 3 1/2"	N/A	N/A	
NIKHIL & CHARLIE SUITE	DRYWALL	DRYWALL	PAINTED	BASE: 5 1/4" CASING: 3 1/2"	N/A	N/A	
MECHANICAL 2ND	DRYWALL	DRYWALL	PAINTED		N/A	N/A	
GARAGE	DRYWALL	DRYWALL	BASE: AZEK CASING: PAINTED	BASE: 5 1/4" CASING: 3 1/2"	N/A	N/A	EPOXY FLOOR & BASE

MILLWORK

ALL OPENINGS ARE CASIED UNLESS NOTED.
SEE FLOOR PLANS FOR SIZES

INTERIOR DOORS:
FIRST FLOOR: 2 PANEL - 6'-8" / 8'-0" PAINTED
SECOND FLOOR: 2 PANEL - 6'-8" PAINTED
LOWER LEVEL: N/A

3 1/2" WINDOW CASING ON SIDES, TOP & BOTTOM
MITER CUT
3 1/2" DOOR CASING ON SIDES & TOP
MITER CUT
INCLUDE INSIDE EXTENDED SILLS IN AREAS AS NOTED

INTERIOR WINDOW DETAIL INTERIOR DOOR DETAIL

BASE: 1ST FLOOR = 1 1/4" HIGH - PAINTED
2ND FLOOR = 5 1/4"

CASING: 1ST FLOOR: 3 1/2" PAINTED
2ND FLOOR: 3 1/2" PAINTED

INCLUDE OUTLETS IN BASE ON 1ST FLOOR

CLOSET MATERIAL

ALL CLOSETS WILL HAVE METAL POLE & WOOD SHELF MATERIAL: MELAMINE

CLOSET ORGANIZERS IN ALL CLOSETS

STAIRS

LOWER TO FIRST: JOB BUILT STAIR W/ CARPET
FIRST TO SECOND: JOB BUILT STAIR W/ CARPET

RAILING:
METAL BALUSTERS W/ WOOD HANDRAIL ON CAPPED WALL

FLOORING

NO TRANSITIONS ON FINISHED FLOOR, ADD 1/4" UNDERLAYMENT AS REQUIRED UNDER LVP AREAS.

INSULATION

SEE CROSS SECTION FOR R-VALUES

EXTERIOR DOORS

FRONT DOOR: WOOD - PAINTED BLACK
GARAGE/HOUSE SERVICE DOORS: 20 MINUTE FIREDOOR 2 PANELS - PAINTED
OH DOORS: GEIG - STEEL PAINTED BLACK

WINDOWS

MANUFACTURER: PELLA
TYPE: CASEMENT AWNING, PCTR
GRILLS: PER ELEVATIONS

TEMPERED GLASS AS REQUIRED BY CODE

SEE WINDOW SPEC SHEET FOR EXACT R.O.'S
BLINDS IN GLASS IN GREAT ROOM, DINETTE, & HEARTH ROOM (BASE WINDOWS, NOT TRANSOMS)

DRYWALL

TEXTURE:
CEILING: ORANGE PEEL
FIRST FLOOR: SKIP TROWEL
SECOND FLOOR: SKIP TROWEL
LOWER LEVEL: N/A
GARAGE: ORANGE PEEL

DRYWALL CORNER: SQUARE BEAD

CABINETS COUNTER TOPS

KITCHEN WALL: PAINTED KITCHEN WALL: QUARTZ
KITCHEN ISLAND: PAINTED KITCHEN ISLAND: QUARTZ

PANTRY: PAINTED PANTRY: QUARTZ REM.
BAR: PAINTED BAR: QUARTZ
MASTER: PAINTED MASTER: QUARTZ
LAUNDRY: PAINTED LAUNDRY: LAMINATE
MUD ROOM: PAINTED MUD ROOM: WOOD
PDR: PAINTED PDR: QUARTZ
OFFICE: PAINTED OFFICE: WOOD
BATH #3: PAINTED BATH #3: REM.
BATH #4: PAINTED BATH #4: REM.
BATH #5: PAINTED BATH #5: REM.

APPLIANCES

INCLUDE IN ALLOWANCE

REFERENCE APPLIANCE LIST BY BUYER

VERIFY ALL SIZES

HYAC

TYPE: FORCED AIR W/ A.C.

PLUMBING

PER PLAN

HIGH TOILETS

ELECTRIC

INCLUDE UNDER CABINET LIGHTING
SWITCHED OUTLETS
DIMMERS
HEAT MATS IN MASTER BATH
OUTLETS IN BASE ON 1ST FLOOR

MISC.

RADON MITIGATION - INCLUDE
SOUND SYSTEM - SONOS
SECURITY - INCLUDE
CENTRAL VAC - N/A

1ST FLOOR	2336 SQ. FT.
2ND FLOOR	2100 SQ. FT.
LOWER LEVEL	--- SQ. FT.
TOTAL	4404 SQ. FT.
GARAGE	970 SQ. FT.
PORCH	103 SQ. FT.
DECK	223 SQ. FT.

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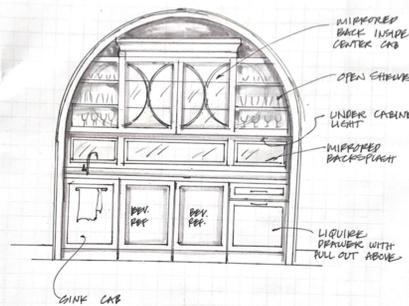
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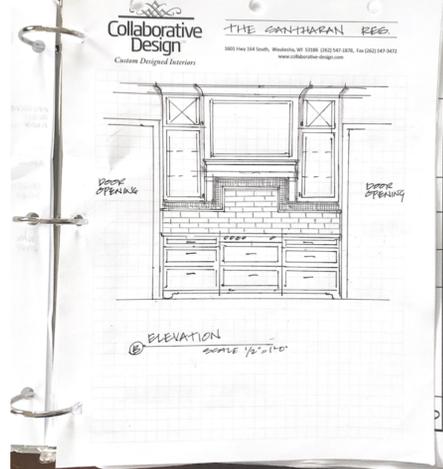
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FUTURE RESIDENCE OF: (BUYER) RAJESH SANTHARAM & ROBIN THOUSAND ADDRESS: 1907 E. BRISTLECOONE DR HARTLAND, WI 53029

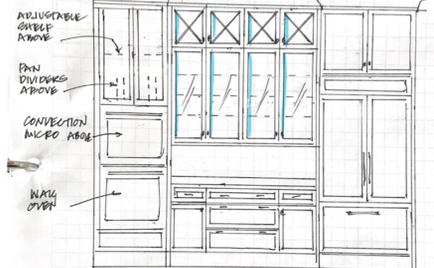
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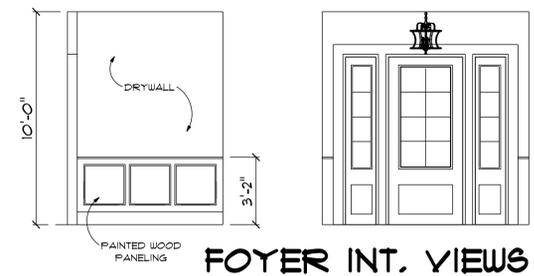
BEVERAGE CENTER
SCALE 1/8" = 1'-0"



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



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



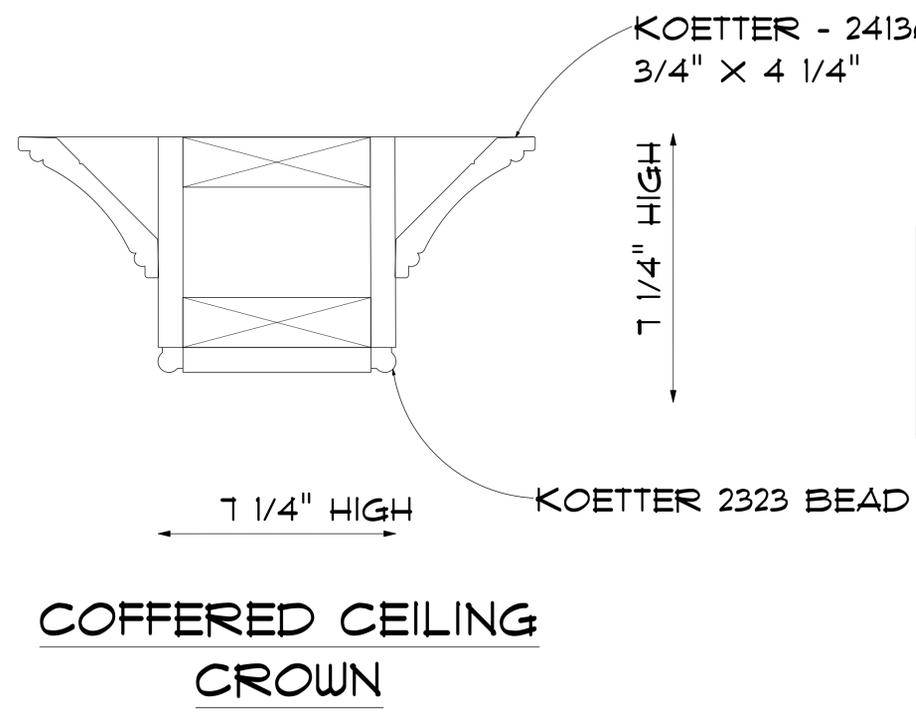
FOYER INT. VIEWS



MUD ROOM INT. VIEWS



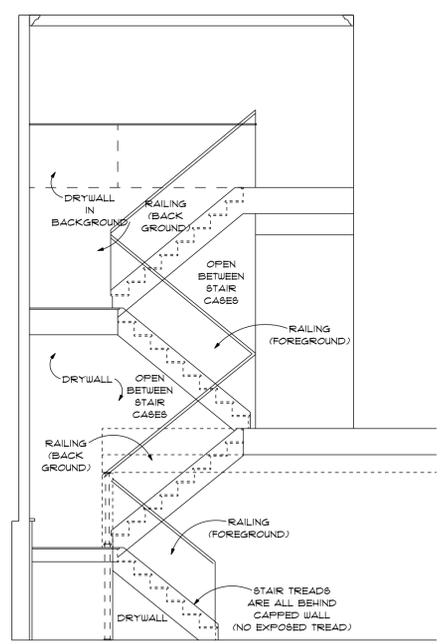
MASTER BATH INT. VIEWS



COFFERED CEILING CROWN



STAIR VIEW



STAIR VIEW

1ST FLOOR	2336 SQ. FT.
2ND FLOOR	2100 SQ. FT.
LOWER LEVEL	--- SQ. FT.
TOTAL	4404 SQ. FT.
GARAGE	970 SQ. FT.
PORCH	103 SQ. FT.
DECK	223 SQ. FT.

BID SET PLANS:
DO NOT USE
FOR CONSTRUCTION

2018 COPYRIGHT DESIGN 4 STYLE, LLC

DESIGN Style
ARCHITECTURAL SERVICES

NOTICE TO CONTRACTORS & SUPPLIERS
ALTHOUGH EVERY EFFORT HAS BEEN MADE TO PREPARE THESE PLANS ACCURATELY AND COMPLETELY, THEY ARE FOR INFORMATION ONLY. THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS, MATERIALS, AND CONDITIONS BEFORE CONSTRUCTION OF THESE PLANS.

F.O. BOX 180859
DELAFIELD, WI 53018
PHONE: 262-570-1000
FAX: 262-570-1000
WWW.ROBMILLERHOMES.COM

ROB MILLER
Home

BID SET
PLANS:
4.27.20

FUTURE RESIDENCE OF: (BUYER)
RAJESH SANTHARAM & ROBIN THOUSAND
ADDRESS:
1901 E. BRISTLECOCK DR
HARTLAND, WI 53029

PAGE
9 OF 11

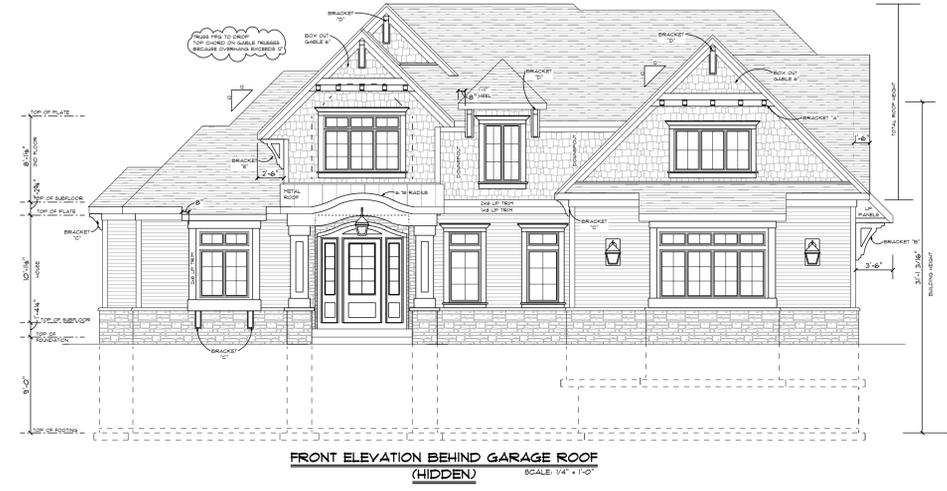
NOTICE TO CONTRACTORS
1 SUPPLIERS
ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY REFLECT THE INFORMATION CONTAINED HEREIN, THE ARCHITECT ASSUMES NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR DISCREPANCIES DURING THE CONSTRUCTION OF THESE PLANS.

P.O. BOX 180859
DELAFIELD, WI 53018
PHONE 262-537-0100
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ROB@ROBMILLERHOMES.COM
WWW.ROBMILLERHOMES.COM

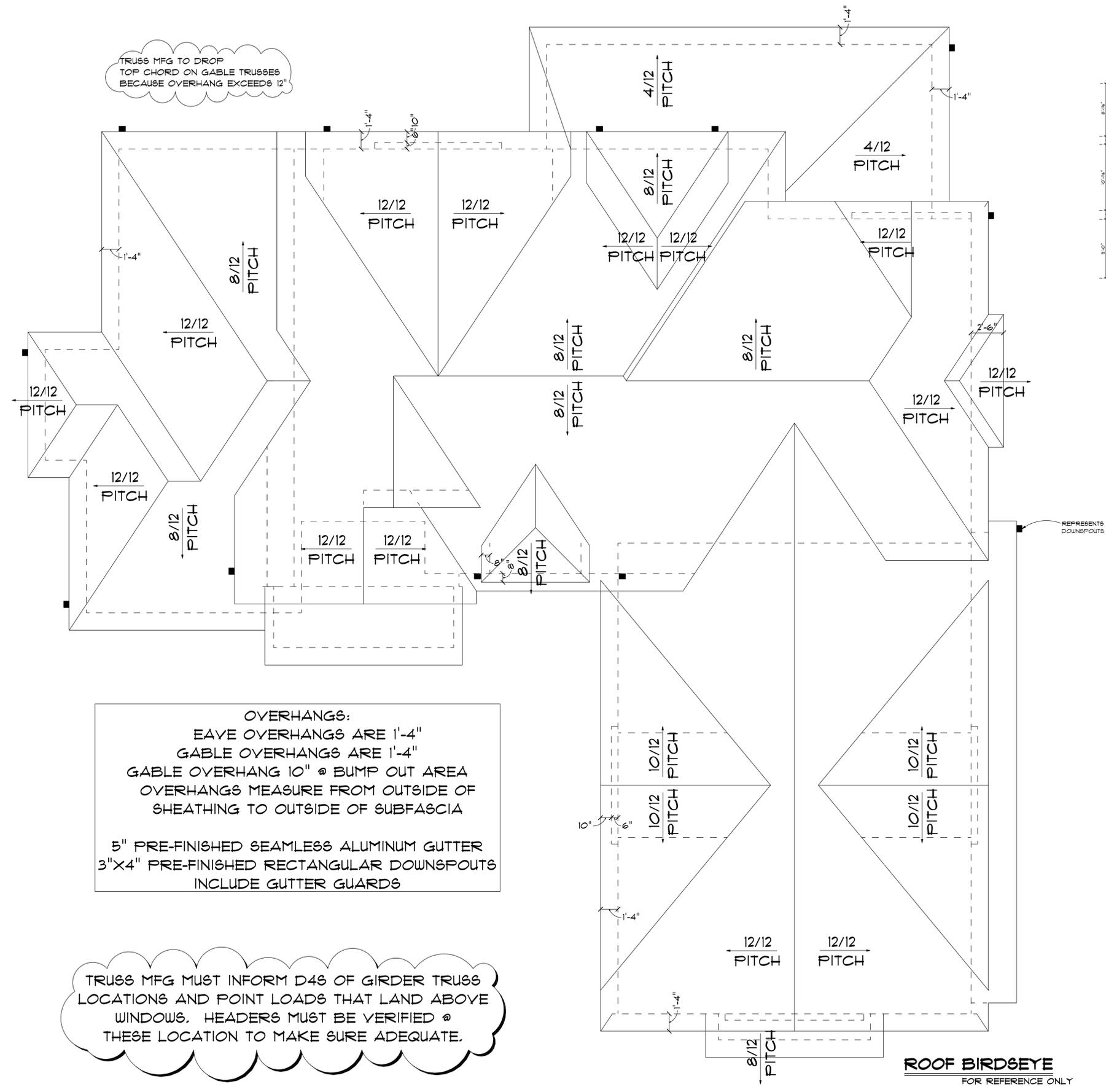


BID SET
PLANS:
4.27.20

FUTURE RESIDENCE OF: (BUYER)
RAJESH SANTHARAM
& ROBIN THOUSAND
ADDRESS:
1501 E. BRISTLECOCK DR
HARTLAND, WI 53029



FRONT ELEVATION BEHIND GARAGE ROOF
(HIDDEN)
SCALE: 1/4" = 1'-0"



1ST FLOOR	2336 SQ. FT.
2ND FLOOR	2100 SQ. FT.
LOWER LEVEL	-- SQ. FT.
TOTAL	4404 SQ. FT.
GARAGE	970 SQ. FT.
PORCH	103 SQ. FT.
DECK	223 SQ. FT.

BID SET PLANS:
DO NOT USE
FOR CONSTRUCTION

GENERAL NOTES:

LOADS

ROOF DESIGN: LIVE LOAD = 30 PSF (NOW LOAD)
DEAD LOAD = 11 PSF

1/240 LIVE LOAD DEFLECTION

ROOF SHALL WITHSTAND A PRESSURE OF AT LEAST 20# / SQ. FT. ACTING UPWARD NORMAL TO THE ROOF SURFACE.

FLOOR DESIGN: LIVE LOAD = 40 PSF
DEAD LOAD = 10 PSF + (6 1/2 PSF ON 1ST FLOOR FOR GYPCRETE)

1/480 LIVE LOAD DEFLECTION

* ANY TILE AREA SHALL BE DESIGNED FOR AN ADDITIONAL 10 PSF DEAD LOAD
1/360 TOTAL LOAD + 7/600 LIVE LOAD

WALLS

SQUASH BLOCKING + STUD COLUMNS BELOW POINT LOADS ARE TO CONTINUE AND TRANSFER LOADS DOWN TO FOUNDATION AND FOOTINGS.

ENGINEERED GLU-LAM COLUMNS AND LVL STUDS ARE NOTED SPECIFICALLY ON PLAN OR REFERENCE TO "TALL WALL" SPECIFICATIONS.

UNLESS OTHERWISE NOTED ALL MEMBERS BEARING ON WOOD MUST BE 1 1/2" MIN.

UNLESS OTHERWISE NOTED ALL MEMBERS BEARING ON CONC. OR MASONRY MUST BE 3" MIN.

ALL FRAMING FOR STUD WALLS AND PLATES IS 8PF #2 UNLESS NOTED. ALL SPACING ON EXTERIOR WALLS IS 16" O.C. UNLESS NOTED. ALL SPACING ON INTERIOR WALLS IS 16" O.C. UNLESS NOTED. STUDS SHOULD NOT BE NOTCHED MORE THAN 1/3 OF DEPTH.

WOOD FRAMED WALLS MUST COMPLY WITH WI DEPT OF COMMERCE, CHAPTER 21 COMM. TABLE 21.25-A

DIMENSIONS MEASURE TO EXTERIOR OF SHEATHING ON EXTERIOR SIDE OF WALLS AND INTERIOR SIDE OF EXTERIOR STUD ON INTERIOR SIDE. ALL INTERIOR STUDS MEASURE TO THE ROUGH STUD

FIRE BLOCKING:
INCLUDE FIRE BLOCKING @ FLOOR LEVELS, CONNECTIONS BETWEEN CONCEALED VERTICAL + HORIZONTAL SPACES, AT TOP + BOTTOM OF STAIRWAY STRINGERS

HEADERS

ALL BASE WINDOW HEADERS ON FIRST FLOOR ARE 8'-0" ABOVE SUBFLOOR
ALL BASE WINDOW HEADERS ON SECOND LEVEL ARE 6'-10 1/2" ABOVE SLAB

ALL HEADER ON EXTERIOR WALLS OR LOAD BEARING WALLS ARE NOTED ON PLAN. ALL HEADERS ARE DROPPED UNLESS NOTED OTHERWISE.

DOUBLE SHOULDER STUDS FOR HEADERS OVER 6' WIDE IN BEARING WALLS.

DOUBLE SHOULDER STUD FOR HEADERS OVER 6' WIDE.

ALL INTERIOR OPENINGS THAT HAVE DROPPED HEADERS ARE TO MATCH HEIGHT OF INTERIOR DOORS. ALL OPENINGS TO HAVE DRYWALL FINISH UNLESS NOTED TO BE CASED.

BUILDER MUST FOLLOW ALL INSTALLATION INSTRUCTIONS PROVIDED BY I-JOIST, LVL, FLOOR TRUSS, TALL WALL OR ROOF TRUSS MFG. REFER TO PRODUCT INSTALLATION GUIDE FOR ALL CONNECTION DETAILS.

ALL HOLES IN HANGERS, ANGLES, BRACKETS, CLIPS, AND TIE DOUNTS MUST BE FILLED WITH THE APPROPRIATE FASTENERS PER THE MANUFACTURER'S SPECS.

GRADE

EROSION CONTROL:
WHERE LAND DISTURBING CONSTRUCTION ACTIVITY IS TO OCCUR EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE EMPLOYED, AS NECESSARY, TO PREVENT OR REDUCE THE POTENTIAL DEPOSITION OF SOIL OR SEDIMENT TO WATERS OF THE STATE AND ADJACENT PROPERTIES.

GRADE:
SLOPE GRADE AWAY FROM DWELLING.

IF ACTUAL GRADE VARIES FROM ARCHITECTURAL PLANS, THE BUYER IS RESPONSIBLE FOR ALL COST INCREASES FROM ADDITIONAL HEIGHT OF FOUNDATION WALLS, FRAMED WALLS, EXTERIOR FACADE MATERIAL, OR ANY ADDITIONAL BUILDING MATERIALS + LABOR.

ABBREVIATIONS

A.B.	ANCHOR BOLT	H.D.	HIGH DENSITY
AFF	ABOVE FINISH FLOOR	INSUL.	INSULATION
APPROX.	APPROXIMATELY	L.B.W.	LOAD BEARING WALL
BTR	BETTER	MFG	MANUFACTURER
CAB	CABINET	MIN.	MINIMAL
CANT'ED	CANTILEVER	O.C.	ON CENTER
CATH	CATHEDRAL	O.H.	OVERHEAD
CM	CEILING MOUNT	P.T.	PRESSURE TREATED
CV	CENTRAL VAC OUTLET	REQ'D	REQUIRED
CONC.	CONCRETE	R.O.	ROUGH OPENING
CONV.	CONVENTIONAL	R.S.	ROUGH SAUN
DB	DOORBELL	SH + PL	SHelf AND POLE
DIA.	DIAMETER	SQ	SQUARE
DIM	DIMMER	T.B.	TOWEL BAR
DF	DOUGLASS FIR	TEMP	TEMPERED GLASS
DRWR	DRAWERS	T.P.	TOWEL PAPER HOLDER
DW	DISHWASHER	T.R.	TOWEL RING
EXT.	EXTERIOR	TYP.	TYPICAL
F.G.	FIBERGLASS	V	VOLT
FND	FOUNDATION	VAN.	VANITY
FTG	FOOTING	V.B.	VAPOR BARRIER
G.B.	GRAB BAR	WD	WOOD
G.D.	GARBAGE DISPOSAL	WM	WALL MOUNT

ROOF

ROOF FRAMING MEMBERS + TRUSS MATERIAL IS MADE FROM ENGINEERED GRADED LUMBER.

ROOF FRAMING MEMBERS SPANNING MORE THAN 6' MEASURED FROM THE OUTERMOST EDGE OF THE ROOF SHALL BE PERMANENTLY FASTENED TO THE TOP PLATE OF LOAD BEARING WALLS USING ENGINEERED CLIPS, STRAPS OR HANGERS.

ALL ROOF TRUSSES ARE TO BEAR ON EXTERIOR WALLS. (UNLESS NOTED)

TRUSS MEMBERS SHALL NOT BE CUT, BORED OR NOTCHED ONLY IF NOTCHING OR BORING OF ENGINEERED WOOD PRODUCTS SHALL BE DONE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS PROVIDED THOSE INSTRUCTIONS WERE DEVELOPED THROUGH STRUCTURAL ANALYSIS OR PRODUCT TESTING.

BUILDER TO FOLLOW TRUSS MANUFACTURER'S TRUSS LAYOUT AND SPECIFICATIONS.

IF HEEL HEIGHT VARIES FROM THE ARCHITECTURAL PLANS, IT IS THE RESPONSIBILITY OF THE TRUSS MFG TO CONTACT DESIGN 4 STYLE SO ANY ACCOMMODATIONS CAN BE MADE IN WINDOW SIZES OR ANY OTHER BUILDING MATERIALS + LABOR AFFECTED BY THIS CHANGE.

COVER ALL ROOF SHEATHING AS SOON AS POSSIBLE WITH ROOFING FELT OR SINGLE UNDERLAYMENT FOR PROTECTION AGAINST EXCESSIVE MOISTURE PRIOR TO ROOFING APPLICATION.

DECAY-RESISTANT MATERIAL

ANY GABLE ROOF OVERHANG OF MORE THAN 12" SHALL BE PROVIDED WITH LADDERS WHICH EXTEND INTO THE STRUCTURE A DISTANCE NO LESS THAN THE LENGTH OF THE OVERHANG. THE LADDERS SHALL BE FASTENED AT THE WALL. THE INTERIOR END OF EACH LADDER SHALL BE ATTACHED TO A RAFTER OR TRUSS WITH A HANGER.

IF THIS PROJECT IS BEING BUILT IN AN AREA WHERE INSECTS SUCH AS TERMITES, BEETLES, OR CARPENTER ANTS ARE KNOWN TO EXIST, BUYER IS RESPONSIBLE TO DETERMINE IF ANY PROTECTIVE MEASURES ARE NEEDED AGAINST SUCH INSECTS.

NO RESPONSIBILITY WILL BE ASSUMED BY DESIGN 4 STYLE FOR VARYING OR UNUSUAL SOIL CONDITIONS AFFECTING FOUNDATION DESIGN. OWNER OR BUILDER TO VERIFY SOIL BEARING CAPACITY AND GRADES AND SHALL INSTALL FOUNDATION IN COMPLIANCE WITH ALL GOVERNING CODES AND ORDINANCES.

ALL UNTREATED WOOD PRODUCTS MUST MAINTAIN A 8" MINIMUM ABOVE GRADE. EXCEPT SIDING MUST MAINTAIN A 6" MINIMUM ABOVE GRADE.

ALL P.T. MATERIAL SPECIFIED ON PLAN IS:
4X4 STP #2 + BTR .4
6X6 STP #2 + BTR .6

2X10 STP #1 + BTR
2X12 STP #1 + BTR
DECAY RESISTANT WOOD MUST BE USED ON ANY JOISTS LESS THAN 18" FROM EARTH. GIRDERS LESS THAN 12" FROM EARTH. SILL LESS THAN 8" FROM EARTH.

JOISTS SHALL NOT BE LESS THAN 18" FROM EARTH UNLESS PREVENTIVE DECAY MEASURES ARE TAKEN.

GIRDERS SHALL NOT BE LESS THAN 12" FROM EARTH UNLESS PRESERVATIVE DECAY MEASURES ARE TAKEN.

IF GRADE DROPS BELOW 8" OF THE TOP OF FOUNDATION, THE MASON IS TO PROVIDE FURRING STRIPS IN THE EXTERIOR SIDE OF THE FOUNDATION WALL FOR SIDING ATTACHMENT.

MASONRY

COLD WEATHER WORK: WHEN AMBIENT AIR TEMPERATURE IS BELOW 40 DEG. F. THE COLD WEATHER CONSTRUCTION PROCEDURES UNDER ACI 530.1 SHALL BE FOLLOWED.

CORBELS ARE NOT TO EXCEED 1' AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACI .30

TYPES OF MORTAR FOR VARIOUS KINDS OF MASONRY MUST FOLLOW WI DEPT OF COMMERCE, CHAPTER 21 COMM. TABLE 21.26-A

MASONRY OR BRICK VENEER SHALL BE ABOVE ABOVE FINAL EXTERIOR GRADE UNLESS THERE IS THROUGH-WALL FLASHING AT GRADE OR WITHIN 2 COURSES ABOVE GRADE.

VENEER SHALL BE ANCHORED OR ADHERED IN ACCORDANCE WITH ACI 530 + ACI 930.1

ANY WOOD FRAMED WALL WHERE BRICK IS LOCATED, A MIN. 1" AIRSPACE SHALL BE PROVIDED BETWEEN BRICK AND THE WALL SHEATHING UNLESS A MANUFACTURER OFFSET MATERIAL IS USED. ALSO, INSTALL 1 LAYER TAR PAPER AND 1 LAYER TYVEK OVER THE SHEATHING. (TYP)

VENEER FLASHING SHALL CONSIST OF MATERIALS THAT ARE DURABLE AND PERMANENTLY UV-RESISTANT. FLASHING SHALL BE INSTALLED AT THE BOTTOM OF VENEER AND SHALL EXTEND OVER THE TOP OF THE FOUNDATION AND UP AT LEAST 8" AND BE EMBEDDED IN THE BACKING COURSE.

WEEPHOLES SHALL BE 3/8" MIN. DIA., LOCATED EVERY 2' AND NOT BE PLACED BELOW FINAL GRADE.

1 CORRUGATED TIE EMBEDDED 2" IN JOINT
REQUIRED ON EVERY 2 SQ. FT. OF VENEER

----- REPRESENTS MASONRY VENEER PRODUCT
(UNLESS OTHERWISE SPECIFIED)

FIREPLACE, WOOD STOVE & GENERAL CHASE

ALL REFERENCE TO WOOD STOVE, FIREPLACE FLUE, HEARTH, CHIMNEY AND FOOTINGS FOR FIREPLACE ARE FOR SUGGESTED LOCATIONS ONLY. THE CONTRACTOR MUST MAKE SURE THAT WOOD STOVE, FIREPLACE STRUCTURE MEET OR EXCEEDS ALL APPLICABLE BUILDING CODES, NO BUILDING STRUCTURE SHALL REST ON OR BE WITHIN 2" OF WOOD STOVE, FIREPLACE STRUCTURES AND SUCH SPACE MUST BE FIRE STRIPPED WITH NON-COMBUSTIBLE MATERIALS. ALL STOVES AND PIPES MUST BE INSTALLED IN COMPLIANCE WITH MANUFACTURER'S SPECIFICATIONS.

DUE TO ANY DEVIATION OF THE PLANS, ALL CHIMNEY CHASES SHALL BE FRAMED 2' ABOVE ANY ROOF OR WALL WITHIN 10' OF THE TOP OF THE CHASE OR 3' ABOVE ADJACENT RIDGE LINE.

ANYTIME FIREPLACE IS WOOD BURNING, THE ENTIRE CHIMNEY CHASE MUST BE INSULATED TO PEAK TO PREVENT CONDENSATION AND BACKDRAFTS.

BUILDER SHALL BE RESPONSIBLE FOR PROPER INSTALLATION OF PROPER METAL FLASHING MATERIALS IN ALL LOCATIONS THAT REQUIRE THIS MATERIAL.

BUILDER TO VENT DRYER AND RANGE EXHAUST TO EXTERIOR.

SAFETY GLASS:
INCLUDE IN ALL DOORS AND SIDELIGHTS AND AS NOTED ON PLAN.

BRACED WALL ENGINEERING: MISC.

RAILINGS:
INTERIOR AND EXTERIOR RAILINGS ARE FOR REFERENCE ONLY. CONTACT BUILDER FOR RAILING SPECIFICATIONS AND RAIL/SPINDLE DESIGN AND PLACEMENT.

HORIZONTAL RAILING TO BE LOCATED AT LEAST 36" ABOVE TOP OF SURFACE (DECKING OR FINISHED FLOOR). RAILING MUST WITHSTAND 200 LB LOAD IN ANY DIRECTION. RAILING TO BE INSTALLED TO PREVENT PASSAGE OF OBJECTS OVER 4" DIA.

24 C6 WSP

NUMBER REPRESENTS: BRACING LENGTH

C6 WSP REPRESENTS:
CONTINUOUS SHEATHED WOOD STRUCTURAL PANEL

MIN. BRACED MATERIAL THICKNESS OR SIZE:
3/8" FOR MAX. 16" O.C. STUD SPACING
1/16" FOR MAX. 24" O.C. STUD SPACING.

MIN. FASTENERS:
6d COMMON NAIL OR 8d BOX NAIL (2 1/2" LONG X 0.113" DIA.)
OR 7/16" CROWN 16 GAGE STAPLES, 1 1/4" LONG

MAX. SPACING: 6" EDGES, 12" FIELD (NAILS) 3" EDGES, 6" FIELD (STAPLES)

24 FF

NUMBER REPRESENTS: BRACING LENGTH

FF REPRESENTS:
FIELD PORTAL

MIN. BRACED MATERIAL THICKNESS OR SIZE:
1/16"

MIN. FASTENERS:
FASTEN SHEATHING TO HEADER WITH 8d COMMON OR GALVANIZED BOX NAILS IN 3" GRID PATTERN

HEADER TO JACK-STRUT STRAP ON BOTH SIDES OF OPENING OPPOSITE SIDE OF SHEATHING; STRAP CAPACITY SHALL EQUAL 1,000 LBS OR 4,000 LBS, WHEN ONLY WALL IS PRESENT.

MIN. DBL STUD FRAMING COVERED WITH MIN. 1/16" WOOD STRUCTURAL PANEL SHEATHING WITH 8d COMMON OR GALVANIZED BOX NAILS AT 3" O.C. IN ALL FRAMING (STUDS, BLOCKING AND SILLS) TYP.

MAX. SPACING: 6" EDGES, 12" FIELD (NAILS) 3" EDGES, 6" FIELD (STAPLES)

36 GB

NUMBER REPRESENTS: BRACING LENGTH

GB REPRESENTS:
GYPSUM BOARD (INSTALLED BOTH SIDES OF WALL)

MIN. BRACED MATERIAL THICKNESS OR SIZE:
1/2" FOR MAXIMUM 24" O.C. STUD SPACING

MIN. FASTENERS:
5d COOLER NAILS, OR #6 SCREWS

1ST FLOOR	2336 SQ. FT.
2ND FLOOR	2100 SQ. FT.
LOWER LEVEL	--- SQ. FT.
TOTAL	4404 SQ. FT.
GARAGE	970 SQ. FT.
PORCH	103 SQ. FT.
DECK	223 SQ. FT.

**BID SET PLANS:
DO NOT USE
FOR CONSTRUCTION**

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1 SUPPLIERS
NOTICE TO CONTRACTORS:
ALTHOUGH EVERY EFFORT HAS BEEN MADE TO PREPARE THESE PLANS AND SPECIFICATIONS WITH CARE AND ACCURACY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL CONDITIONS OF THE SITE AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES PRIOR TO THE COMMENCEMENT OF THESE PLANS.

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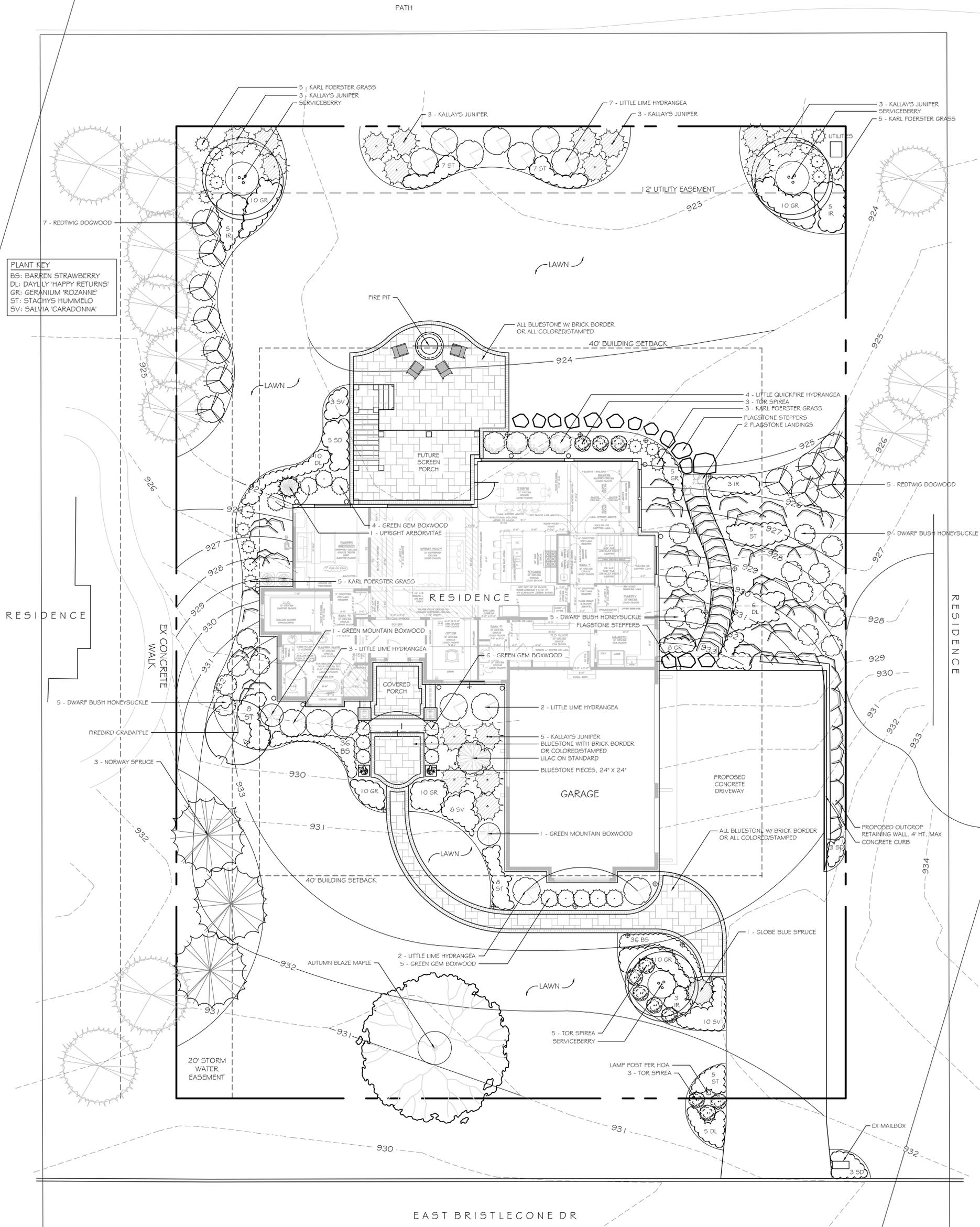
**BID SET PLANS:
4.27.20**

FUTURE RESIDENCE OF: (BUYER)
**RAJESH SANTHARAM
& ROBIN THOUSAND**
ADDRESS:
1901 E. BRISTLECOCK DR
HARTLAND, WI 53029

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PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 8'-0"



DETAILS MATTER

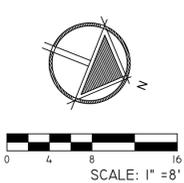
- LANDSCAPE DESIGN - CONSTRUCTION -
- HORTICULTURAL CARE -
- LIGHTING - IRRIGATION -
- DECORATIVE MASONRY - CONCRETE -

SEASONALSERVICES.COM
262-392-3444

PROJECT NAME: **S■■■■■■, T■■■■■■**
1907 East Bristlecone Drive
Hartland, WI 53029

DATE: 5/5/2020 SCALE: 1" = 8'-0" DRAWN BY: KJK, NJM
 REVISION DATE: 00/00/00

PAGE:
1 of 1



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ANTHONY J KOTARSKI AND KIMBERLY A
KOTARSKI
1903 E BRISTLECONE DR
HARTLAND WI 53029-8658

DAVID E COX JR AND HEIDI J ZEEB
1900 E BRISTLECONE DR
HARTLAND WI 53029

JAMES & SHERRILEE KELLOGG TRUST
1905 E BRISTLECONE DR
HARTLAND WI 53029

MARJORIE E DIEBALL
W284N5312 JUNGBLUTH RD
HARTLAND WI 53029-9107

ROBERT E KINNEY AND SANDRA M
KINNEY
1801 BALSAM CT
HARTLAND WI 53029-8661

BERNARD KOOK
N27W30061 MAPLE AVE
PEWAUKEE WI 53072-4252

FAISAL SAEED AND NIDA BAIG
1904 E BRISTLECONE DR
HARTLAND WI 53029-8674

KEVIN DIEBALL AND REBECCA DIEBALL
W284N5240 JUNGBLUTH RD
HARTLAND WI 53029-9107

RAJESH SANTHARAM
1269 MARY HILL CIR
HARTLAND WI 53029-8006

THE LEGEND AT BRISTLECONE PINES
LLC
1 LEGEND WAY
WALES WI 53183

BRISTLECONE PINES COMMUNITY
ASSOCIATION INC
1209 SWEETBRIAR LN
HARTLAND WI 53029-8635

GENEVA POINT TRUST
1902 E BRISTLECONE DR
HARTLAND WI 53029-8674

MAAS FAMILY LIMITED PARTNERSHIP
LLC
1802 E BALSAM CT
HARTLAND WI 53029-8661

RICHARD G GALLING AND JUDITH M
GALLING 1999
1911 E BRISTLECONE DR
HARTLAND WI 53029-8658

THOMAS WRIGHT AND KAREN WRIGHT
1909 E BRISTLECONE DR
HARTLAND WI 53029



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

Job Address <i>415 E. Capitol Drive</i>			
Lot	Block	Subdivision	Key No. HAV
Owner Christopher & Jennifer Erato			Phone (262) 271-5630
Address 216 W. College Avenue		City Waukesha	State WI Zip 53186
Miller Marriott Construction Co. 249 Pawling Avenue, Ste. 201 Hartland, WI 53029		Phone 369-0531 FAX	E-Mail Address <i>cmiller@millermarriott.com</i>
		City	State Zip

The Architectural Board meets on the THIRD MONDAY of the Month at 6:30 p.m. in the Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue in the Village of Hartland.

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

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

One & Two Family

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

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

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

**Village of Hartland
Professional Services Reimbursement Form**

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

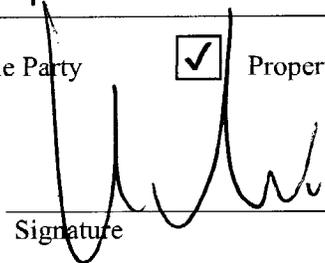
I, the undersigned, have been advised that, pursuant to this Agreement between the Village and, The responsible party listed below, if the Village Attorney, Village Engineer, Village Planner or any other Village professional provides services to the Village because of activities incurred by the responsible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

Project Name: ERATO - 415 Capitol Drive

Submit invoices to: Responsible Party Property Owner

Responsible Party:

Miller Marriott Construction Co.
249 Pawling Avenue, Ste. 201
Hartland, WI 53029



Signature

5-29-2020

Date

City _____ State _____ Zip _____

Phone (262) 369-0531

E-Mail cmiller@miller-marriott.com

Property Owner Name:

Christopher & Jennifer Erato

Printed Name

Signature

Date

216 W. College Avenue

Waukesha WI

53186

Street Address

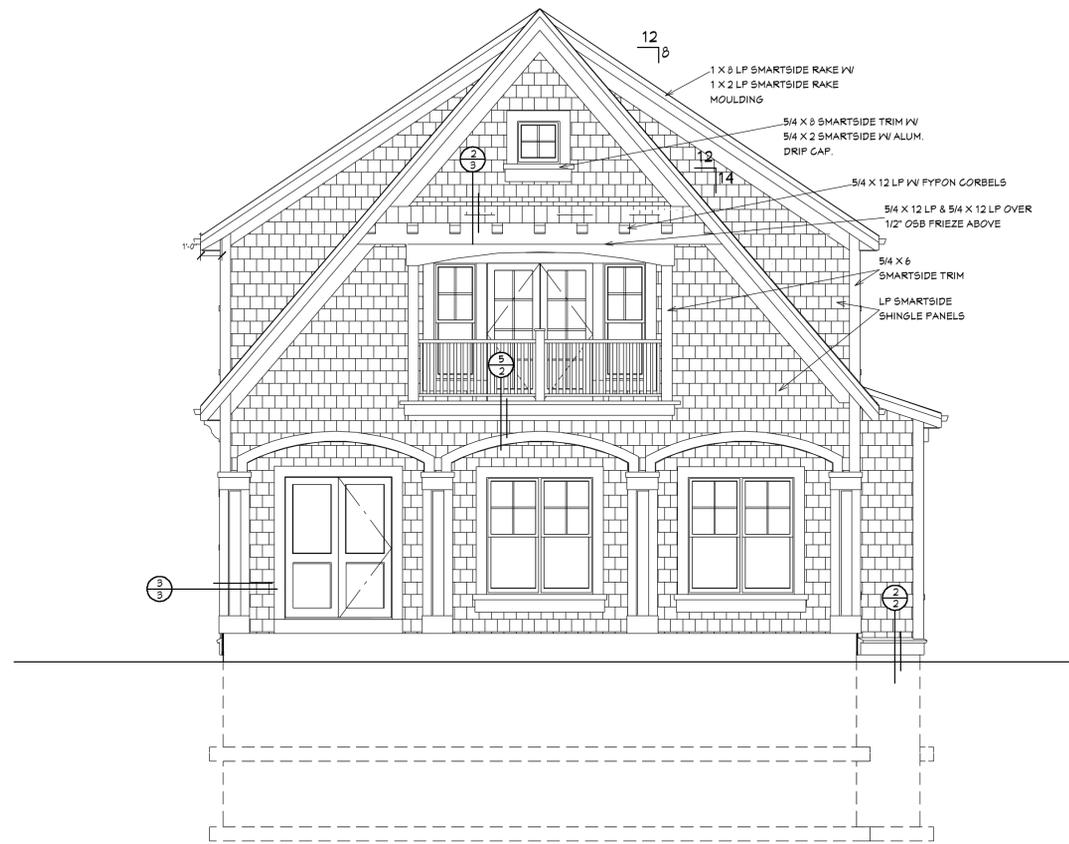
City State Zip

Phone (262) 271-5630

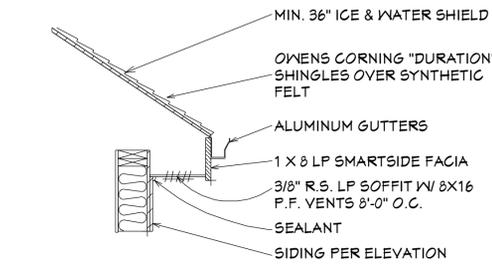
E-Mail CJE@oberlinfilter.com

INTERNAL USE ONLY

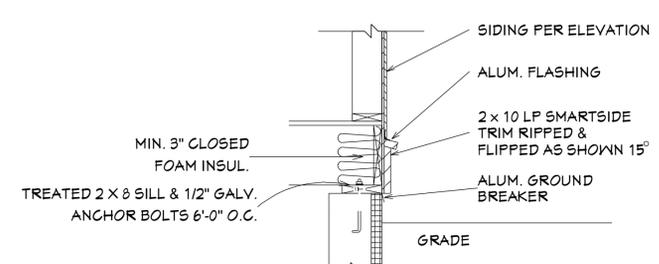
Amount Due: \$ _____ Check #: _____ Date Paid: ___/___/___ Rec'd By: _____



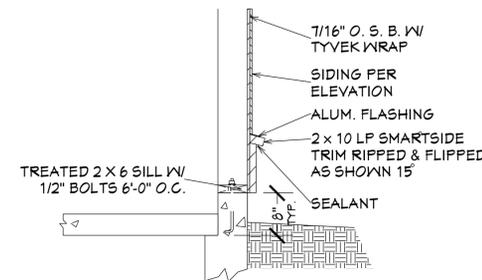
FRONT ELEVATION
SCALE 1/4"=1'-0"



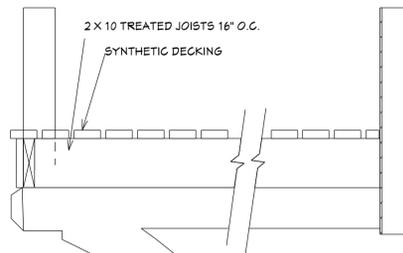
1 DETAIL
2 (SCALE-3/4"=1'-0")



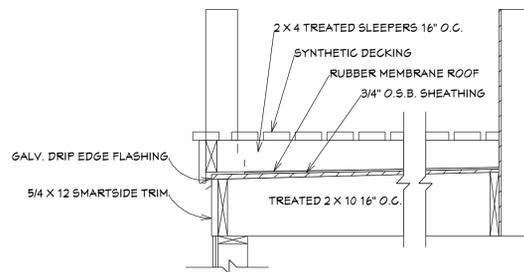
2 WATER TABLE DETAIL
2 (SCALE-3/4"=1'-0")



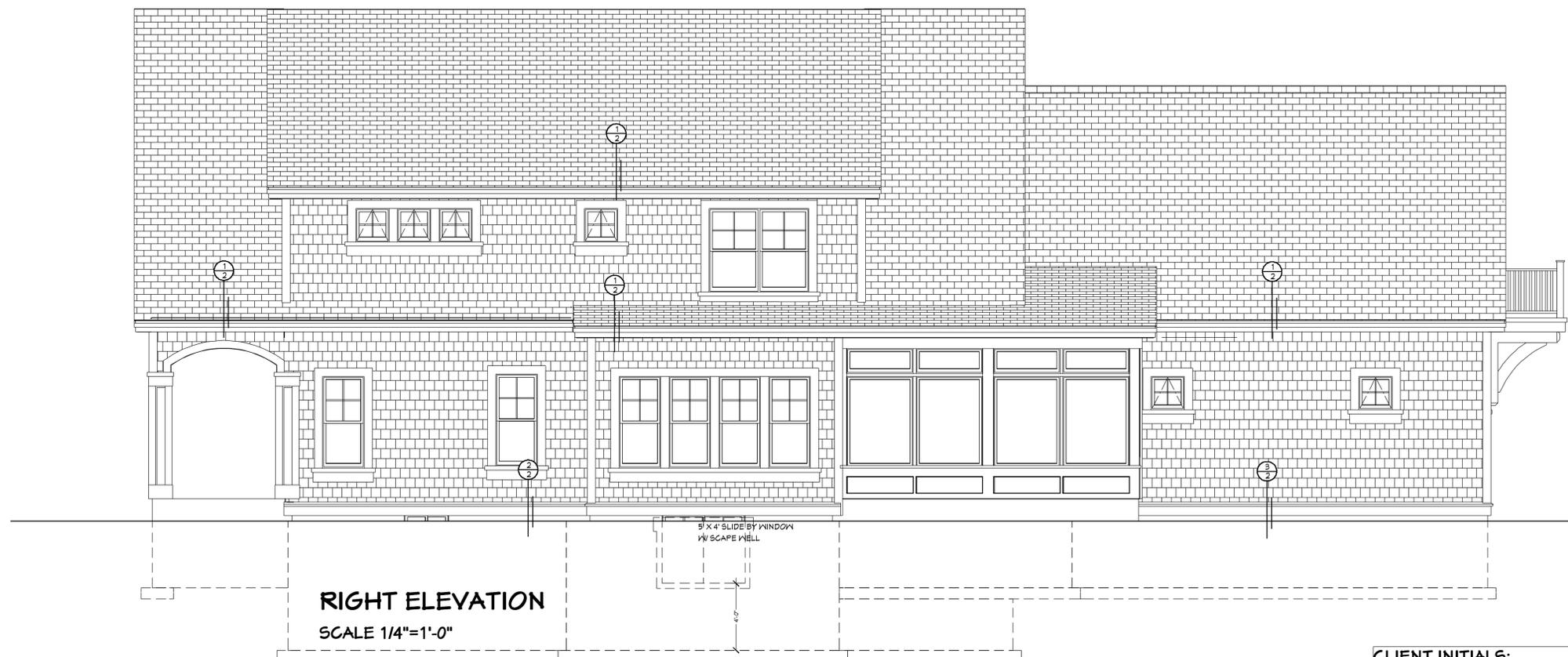
3 GARAGE CURB DETAIL
2 (SCALE-3/4"=1'-0")



4 DECKING DETAIL
2 (SCALE-3/4"=1'-0")

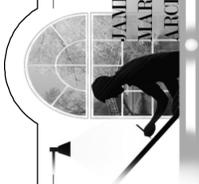


5 DETAIL
2 (SCALE-3/4"=1'-0")



RIGHT ELEVATION
SCALE 1/4"=1'-0"

CLIENT INITIALS:



249 PAVLING AVE. HARTLAND, WI 53024
414.640.3324 www.marriothomedesign.com

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CONSTRUCTION CO LLC

249 PAVLING AVE. HARTLAND, WI 53024
262.369.0531 www.millermarriott.com

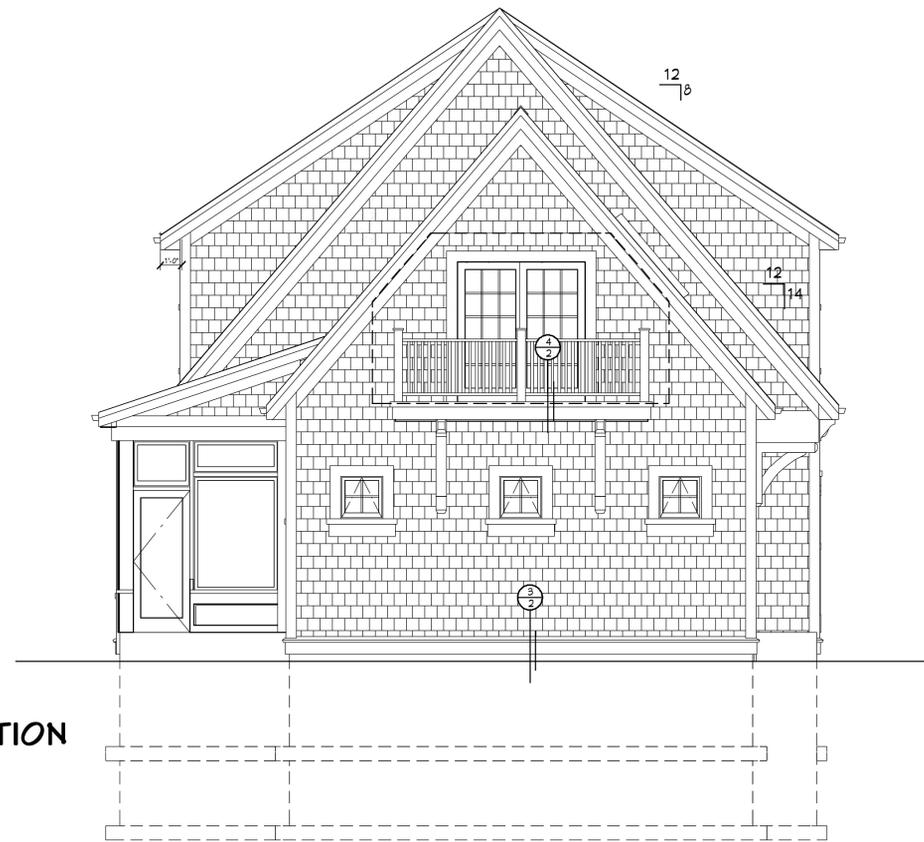
ERATO RESIDENCE

PLAN: SHINGLE COTTAGE
ADDRESS: 415 E. CAPITOL DRIVE
SUBDIVISION/LOT:

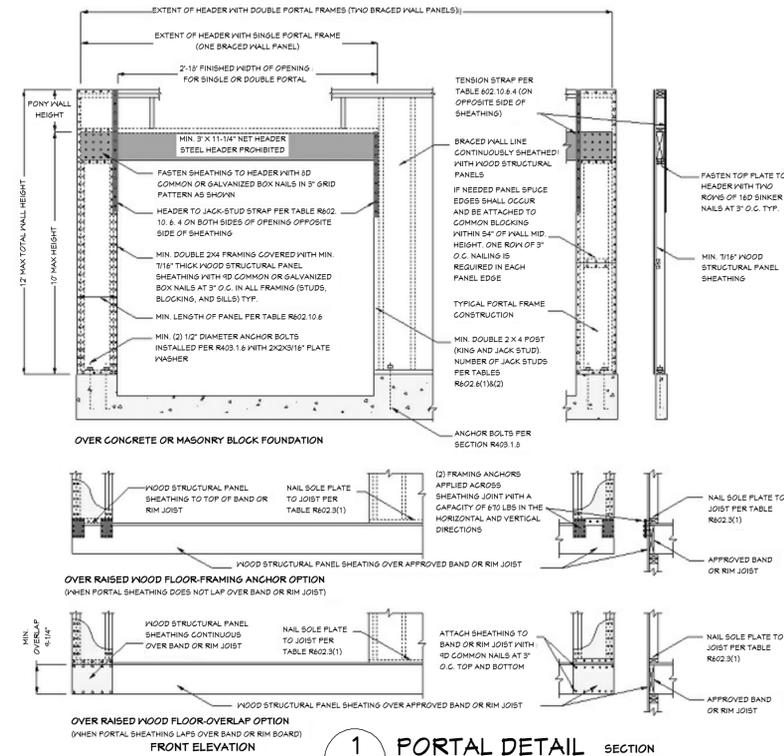
RELEASE FOR BID	04/24/20
RELEASE FOR CONST.	05/07/20
REV.	1

DRAWN BY: ORAN L. 5/27/2020

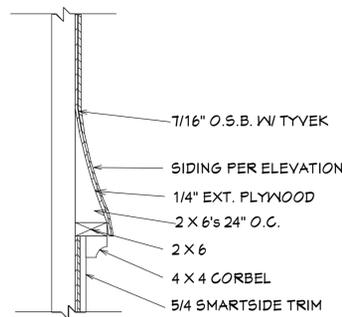
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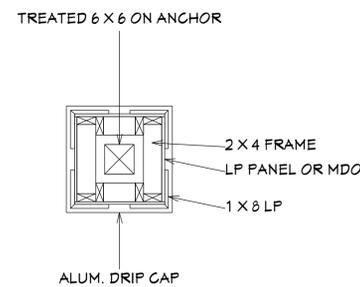
BACK ELEVATION
SCALE 1/4"=1'-0"



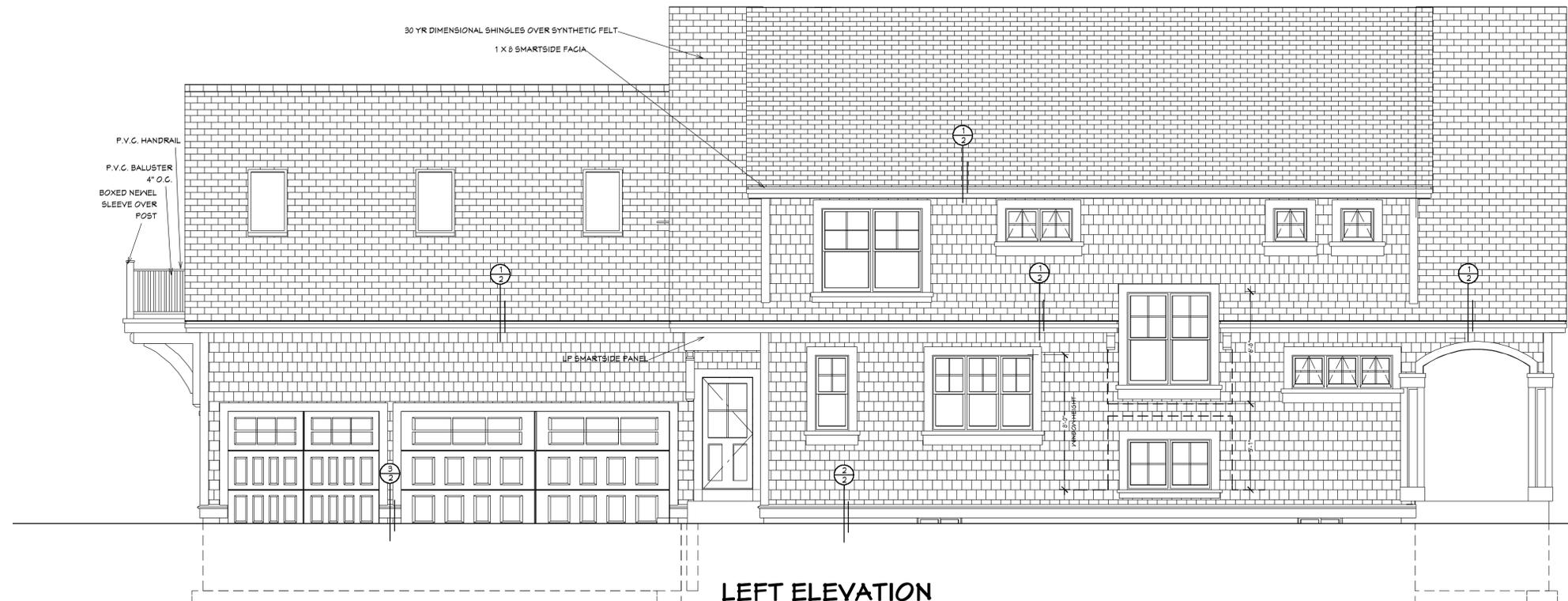
1 PORTAL DETAIL SECTION
3 (SCALE-NO SCALE)



2 DETAIL
3 (SCALE-3/4\"/>



3 COLUMN DETAIL
3 (SCALE-3/4\"/>



LEFT ELEVATION
SCALE 1/4"=1'-0"

CLIENT INITIALS:



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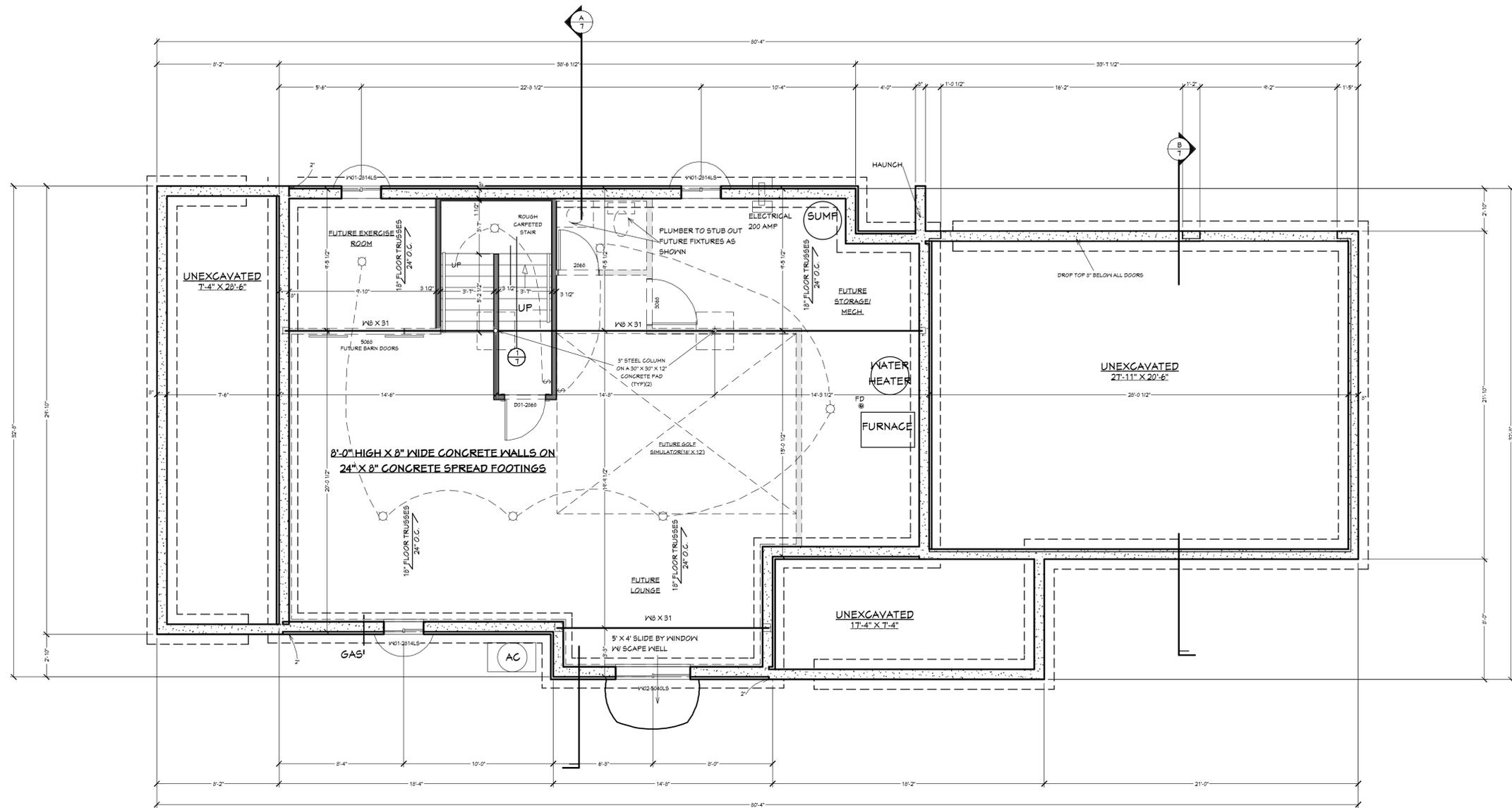
ERATO RESIDENCE

PLAN: SHINGLE COTTAGE
ADDRESS: 415 E. CAPITOL DRIVE
SUBDIVISION/LOT:

RELEASE FOR BID	04/24/20
RELEASE FOR CONST.	05/07/20
REV.	1

DRAWN BY: ORAN L. 5/27/2020

3



1 **BASEMENT LAYOUT FOR FUTURE PURPOSE ONLY, DO NOT BID**

BASEMENT PLAN
SCALE 1/4"=1'-0"

CLIENT INITIALS:



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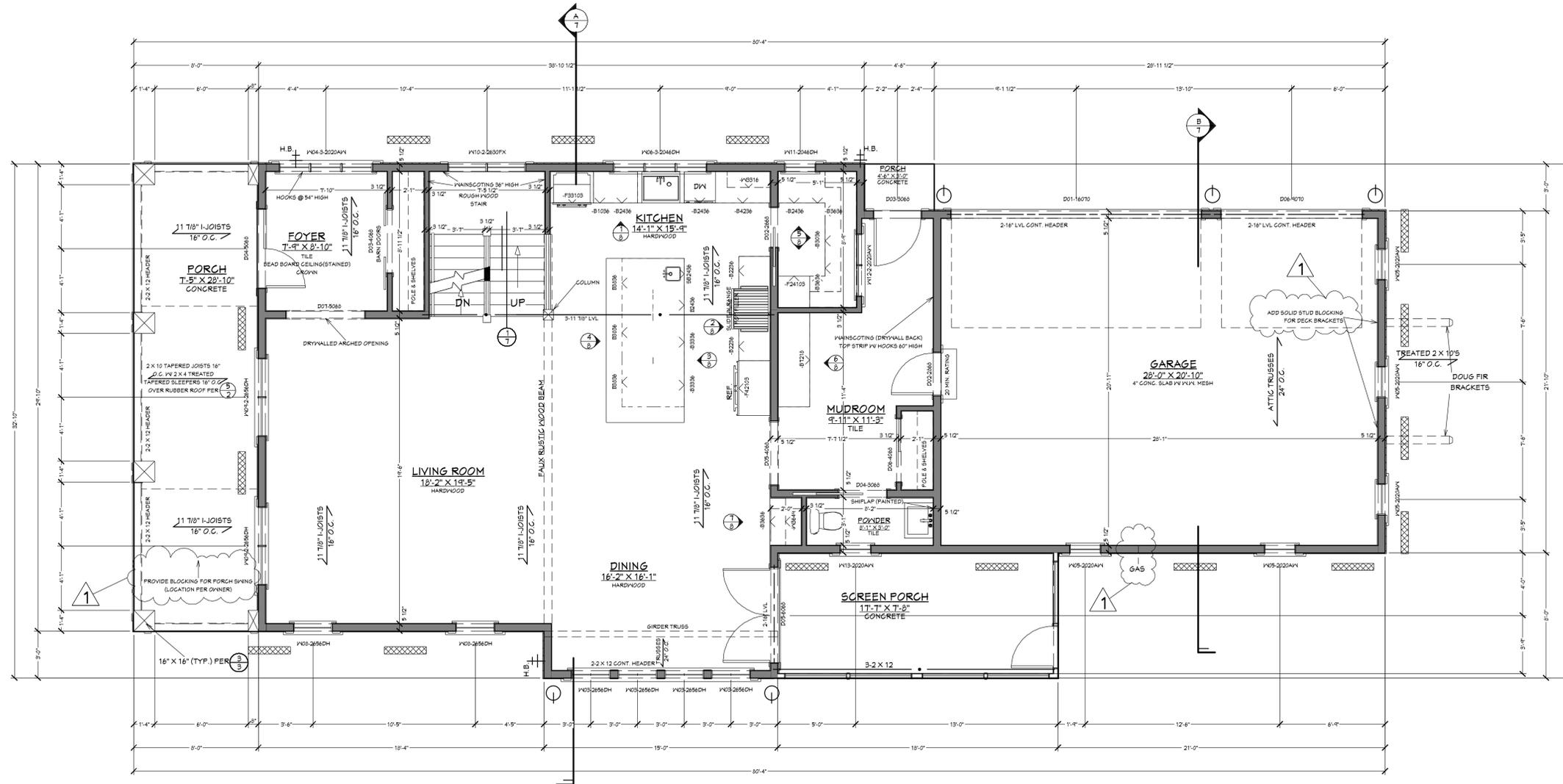
ERATO RESIDENCE

PLAN: SHINGLE COTTAGE
ADDRESS: 415 E. CAPITOL DRIVE
SUBDIVISION/LOT:

RELEASE FOR BID	04/24/20
RELEASE FOR CONST.	
REV. 1	05/07/20

DRAWN BY: ORAN L. 5/27/2020

4



NOTE:
 -THIS HOME IS CONTINUOUSLY SHEATHED IN 7/16\"/>

⊗ -DENOTES 30\"/>

⊕ -DENOTES PORTAL FRAME ASSEMBLY PER 1/3

LIVING AREA
 1225 SQ FT

FIRST FLOOR PLAN

SCALE 1/4\"/>

CLIENT INITIALS:

ERATO RESIDENCE

PLAN: SHINGLE COTTAGE
 ADDRESS: 415 E. CAPITOL DRIVE
 SUBDIVISION/LOT:

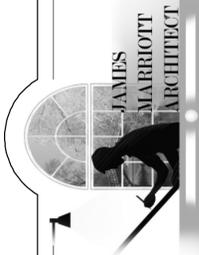
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RELEASE FOR CONST.	05/07/20
REV.	1

DRAWN BY: ORAN L. 5/27/2020

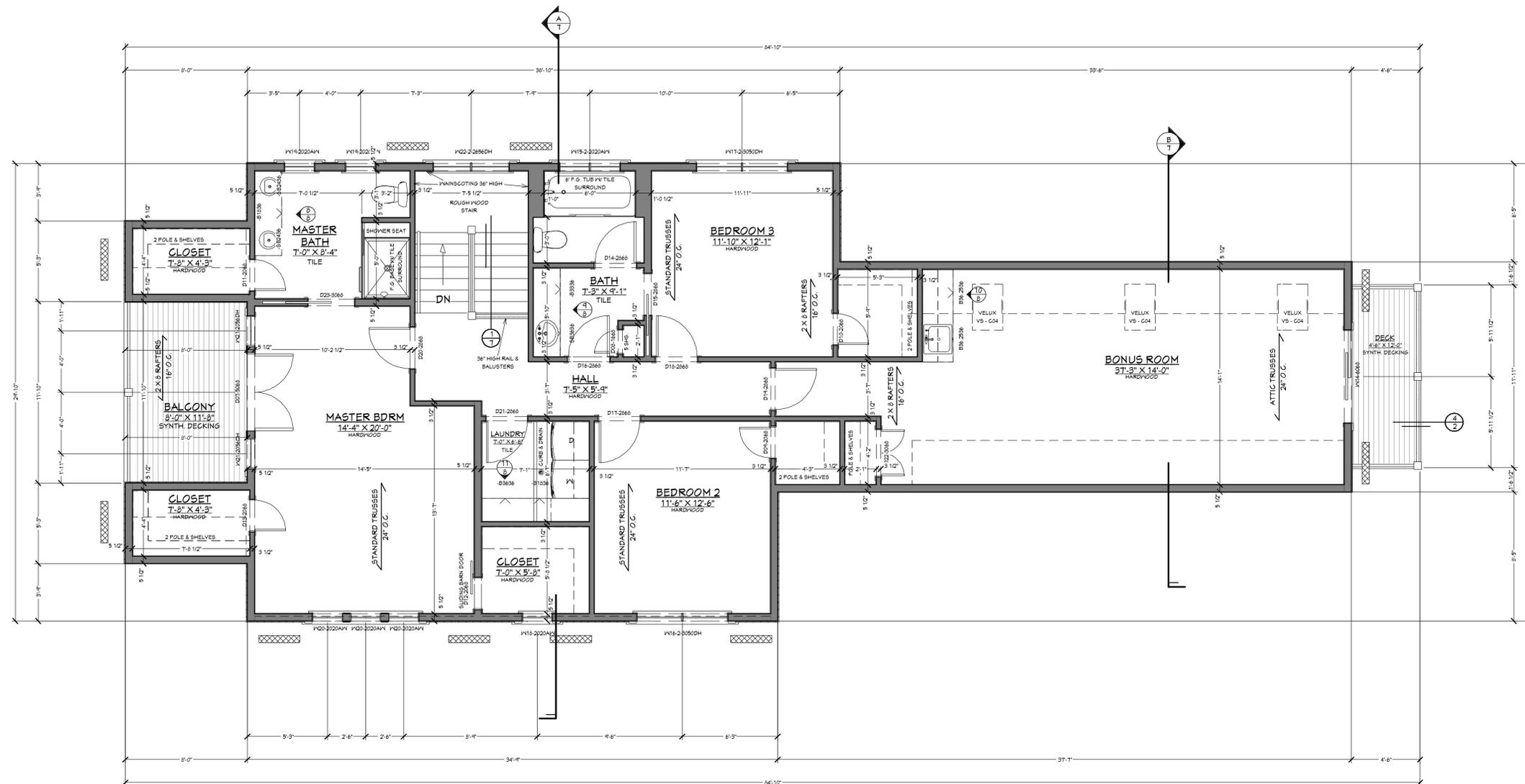
5

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 414.640.3329 www.marriothomedesign.com



NOTE:
 -THIS HOME IS CONTINUOUSLY SHEATHED IN 7/16" O.S.B. (STRUCTURAL PANELS)

⊠ -DENOTES 30"MIN X 96" X 7/16" O.S.B. STRUCTURAL PANEL

⊙ -DENOTES PORTAL FRAME ASSEMBLY PER ③

LIVING AREA
1711.92 SQ.FT.

SECOND FLOOR PLAN

SCALE 1/4"=1'-0"

CLIENT INITIALS:

ERATO RESIDENCE

PLAN: SHINGLE COTTAGE
 ADDRESS: 415 E. CAPITOL DRIVE
 SUBDIVISION/LOT:

RELEASE FOR BID	04/24/20
RELEASE FOR CONST.	05/07/20
REV.	1

DRAWN BY: ORAN L. 5/27/2020

6

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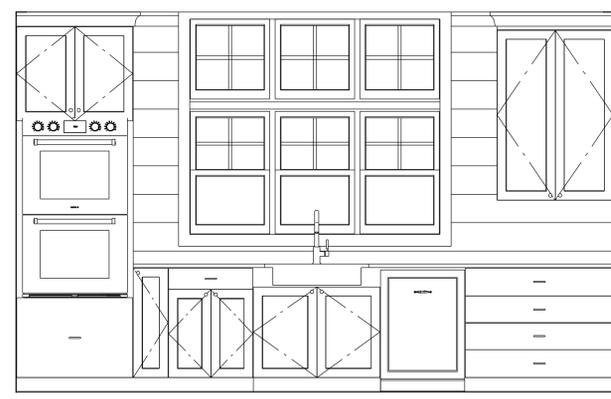
249 PAWLING AVE. HARTLAND, WI 53024
 262.969.0531 www.millermarriott.com



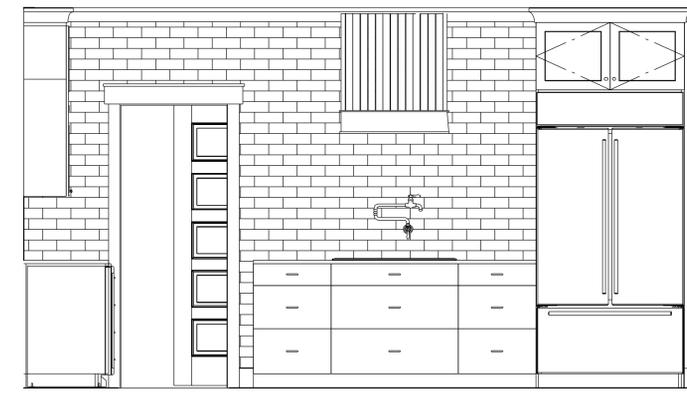
JAMES
 MARRIOTT
 ARCHITECT

249 PAWLING AVE. HARTLAND, WI 53024
 414.640.3324 www.marriothomedesign.com

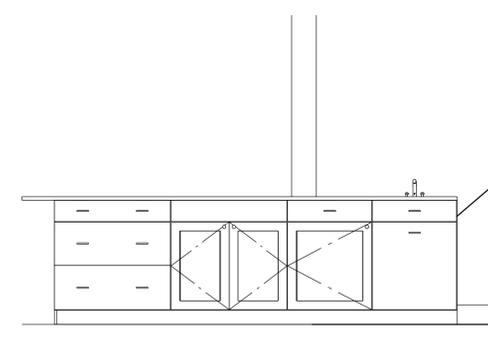
***CABINET SIZES MAY VARY-VERIFY IN FIELD**
***REFER TO SPECIFICATION BOOKLET DATED _____**
FOR APPLIANCE AND FINAL CABINET SPECS/DIMENSIONS



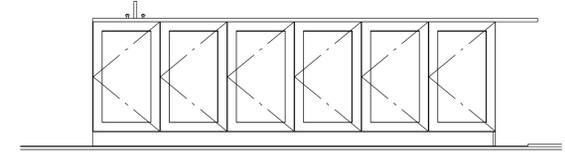
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8
KITCHEN ELEVATION
 SCALE 1/2"=1'-0"



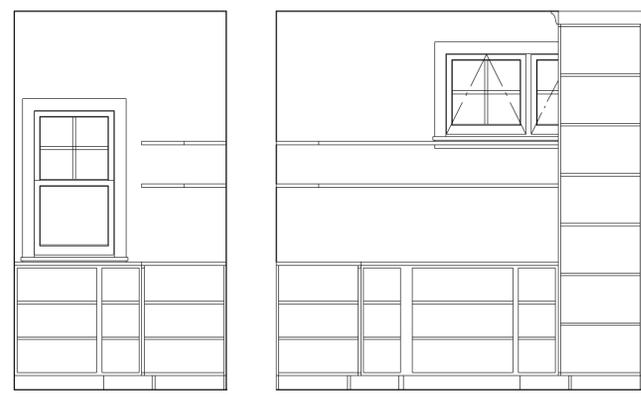
2
8
KITCHEN ELEVATION
 SCALE 1/2"=1'-0"



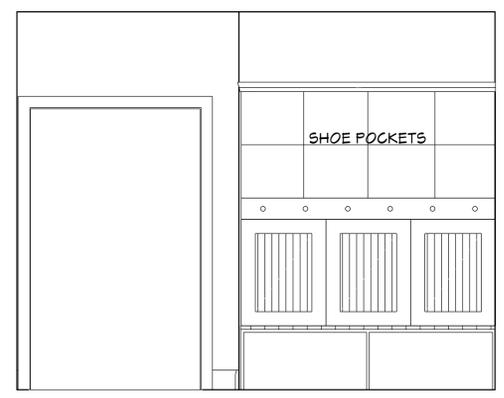
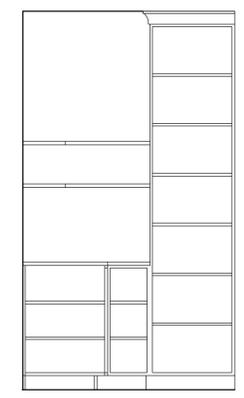
3
8
ISLAND ELEVATION
 SCALE 1/2"=1'-0"



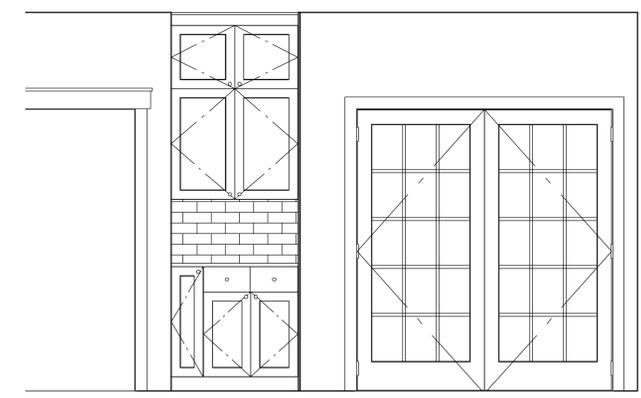
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8
ISLAND ELEVATION
 SCALE 1/2"=1'-0"



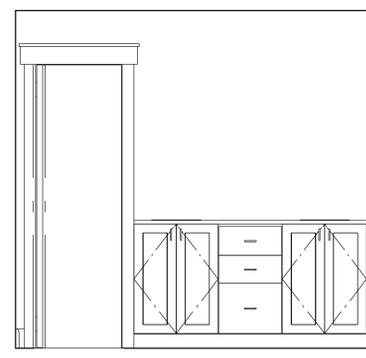
5
8
PANTRY ELEVATION
 SCALE 1/2"=1'-0"



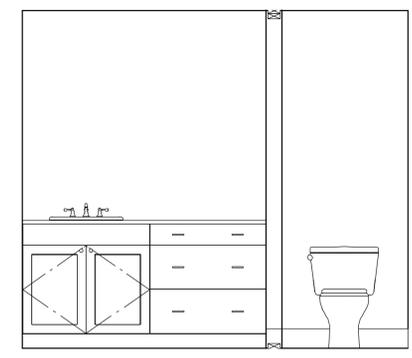
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8
MUDROOM ELEVATION
 SCALE 1/2"=1'-0"



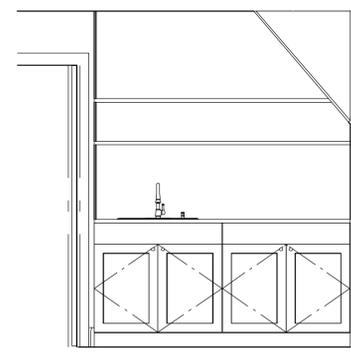
7
8
DINING ELEVATION
 SCALE 1/2"=1'-0"



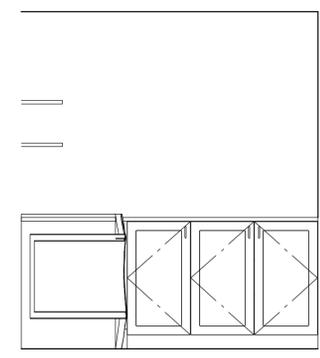
8
8
MASTERBATH ELEVATION
 SCALE 1/2"=1'-0"



9
8
BATH ELEVATION
 SCALE 1/2"=1'-0"



10
8
BONUS ELEVATION
 SCALE 1/2"=1'-0"



11
8
LAUNDRY ELEVATION
 SCALE 1/2"=1'-0"

CLIENT INITIALS:



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 CONSTRUCTION CO LLC

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ERATO RESIDENCE

PLAN: SHINGLE COTTAGE
 ADDRESS: 415 E. CAPITOL DRIVE
 SUBDIVISION/LOT:

RELEASE FOR BID	04/24/20
RELEASE FOR CONST.	05/07/20
REV.	1

DRAWN BY: ORAN L. 5/27/2020

8

DOOR SCHEDULE										
3D	#	FLR	LABEL	WD	HT	THICK	ROOM	TYPE	HARDWARE	COMMENTS
	D01	0	D01-2868	32"	80"	1 3/8"	STAIRS/BASEMENT	HINGED	PASSAGE	
	D02	1	D02-2668	30"	80"	1 3/8"	PANTRY/KITCHEN	POCKET	PASSAGE	
	D03	1	D03-4068	48"	80"	1 3/8"	FOYER/CLOSET	DOUBLE BARN	PASSAGE	
	D04	1	D04-3068	36"	80"	1 3/8"	POWDER/MUDROOM	POCKET	PRIVACY	
	D05	1	D05-4068	48"	80"		MUDROOM/DINING	DOORWAY		
	D06	1	D06-4068	48"	80"	1 3/8"	MUDROOM/CLOSET	SLIDER	PASSAGE	
	D07	1	D07-5068	60"	80"		FOYER/LIVING ROOM	DOORWAY		
	D08	2	D08-1668	18"	80"	1 3/8"	CLOSET/BATH	HINGED	PASSAGE	
	D09	2	D09-2068	24"	80"	1 3/8"	BEDROOM 2/B2 CLOSET	HINGED	PASSAGE	
	D10	2	D10-2068	24"	80"	1 3/8"	BEDROOM 3/B3 CLOSET	HINGED	PASSAGE	
	D11	2	D11-2068	24"	80"	1 3/8"	MASTER BATH/CLOSET	HINGED	PASSAGE	
	D12	2	D12-2068	24"	80"	1 3/8"	MASTER BDRM/CLOSET	BARN	PASSAGE	
	D13	2	D13-2068	24"	80"	1 3/8"	MASTER BDRM/CLOSET	HINGED	PASSAGE	
	D14	2	D14-2868	32"	80"	1 3/8"		HINGED	PRIVACY	
	D15	2	D15-2868	32"	80"	1 3/8"	BATH/BEDROOM 3	POCKET	PRIVACY	
	D16	2	D16-2868	32"	80"	1 3/8"	BATH/HALL	HINGED	PRIVACY	
	D17	2	D17-2868	32"	80"	1 3/8"	BEDROOM 2/HALL	HINGED	PASSAGE	
	D18	2	D18-2868	32"	80"	1 3/8"	BEDROOM 3/HALL	HINGED	PASSAGE	
	D19	2	D19-2868	32"	80"	1 3/8"	HALL/BONUS ROOM	HINGED	PASSAGE	
	D20	2	D20-2868	32"	80"	1 3/8"	MASTER BDRM/HALL	HINGED	PRIVACY	
	D21	2	D21-2868	32"	80"	1 3/8"	LAUNDRY/HALL	HINGED	PASSAGE	
	D22	2	D22-3068	36"	80"	1 3/8"	BONUS CLOSET/BONUS ROOM	DOUBLE HINGED	PASSAGE	
	D23	2	D23-3068	36"	80"	1 3/8"	MASTER BATH/MASTER BDRM	POCKET	PRIVACY	

DOOR NOTES:

- INTERIOR DOOR STYLE CHOICE-DBL BEVEL FLAT 5 HORIZ. PANEL
- SPECIES-MDF
- HINGE COLOR-MATTE BLACK
- REFER TO SPECIFICATION BOOK FOR HARDWARE SPECS.

EXTERIOR DOOR SCHEDULE												
3D	#	FLR	LABEL	WD	HT	THICK	ROOM	TYPE	HARDWARE	COMMENTS		
	D01	1	D01-16070	192"	84"	1 3/4"	GARAGE	GARAGE	OPENER			
	D02	1	D02-2868	32"	80"	1 3/4"	GARAGE/MUDROOM	HINGED	LOCKSET	20 MIN. RATING FLUSH BIRCH		
	D03	1	D03-3068	36"	80"	1 3/4"	MUDROOM/PORCH	HINGED	LOCKSET	SIMPSON 37664		
	D04	1	D04-5068	60"	80"	1 3/4"	FOYER/PORCH	DOUBLE HINGED	LOCKSET	SIMPSON 37506		
	D05	1	D05-6068	72"	80"	1 3/8"	DINING/SCREEN PORCH	DOUBLE HINGED	LOCKSET	15 LITE		
	D06	1	D06-9070	108"	84"	1 3/4"	GARAGE	GARAGE	OPENER			
	D07	2	D07-5068	60"	80"	1 3/4"	MASTER BDRM/BALCONY	DOUBLE HINGED	LOCKSET	8 LITE		

DOOR NOTES:

WINDOW SCHEDULE									
3D	#	FLR	ROOM	LABEL/TYPE	QTY	COMMENTS			
	W01	0	BASEMENT	W01-2814LS	3				
	W02	0	BASEMENT	W02-5040LS	1	SCAPE WELL			
	W03	1	DINING	W03-2656DH	4				
	W04	1	FOYER	W04-3-2020AW	1				
	W05	1	GARAGE	W05-2020AW	5				
	W06	1	KITCHEN	W06-3-2046DH	1				
	W08	1	LIVING ROOM	W08-2656DH	2				
	W09	1	LIVING ROOM/PORCH	W09-2-2656DH	2				
	W10	1	OPEN BELOW	W10-2-2630FX	1				
	W11	1	PANTRY	W11-2046DH	1				
	W12	1	PANTRY/MUDROOM	W12-2-2020AW	1				
	W13	1	POWDER/SCREEN PORCH	W13-2020AW	1				
	W14	2	BONUS ROOM/DECK	W14-6068	1	15 LITE			
	W15	2	BATH SHOWER	W15-2-2020AW	1				
	W16	2	BEDROOM 2	W16-2-3050DH	1				
	W17	2	BEDROOM 3	W17-2-3050DH	1				
	W18	2	CLOSET	W18-2020AW	1				
	W19	2	MASTER BATH	W19-2020AW	2				
	W20	2	MASTER BDRM	W20-2020AW	3				
	W21	2	MASTER BDRM/BALCONY	W21-2056DH	2				
	W22	2	OPEN BELOW	W22-2-2656DH	1				
	W23	3		W23-FX2020	1				

WINDOW NOTES:

- SIERRA PACIFIC PREMIUM VINYL DH WINDOW
- WHITE INT. BLACK EXT.
- GRILLS PER PLAN. GRILLS IN GLASS
- PRIMED JAMBS
- *NO EXTENSION JAMBS ON ATTIC WINDOWS

PLUMBING SCHEDULE				
FLR	ROOM	DESCRIPTION	QTY	COMMENTS
1	KITCHEN	APRON SINK	1	
1	KITCHEN	POT FILLER	1	
1	KITCHEN	UNDERMOUNT SINK	1	
1	POWDER	PEDESTAL SINK	1	
1	POWDER	TOILET	1	
2	BONUS ROOM	SINK	1	
2	BATH	SINK	1	
2	BATH	TOILET	1	
2	BATH SHOWER	F.G. TUB	1	
2	MASTER BATH	SINK	2	
2	MASTER BATH	TOILET	1	
2	MASTER SHOWER	F.G. PAN	1	

PLUMBING NOTES:

- REFER TO SPECIFICATION BOOK FOR PLUMBING SPECS.

FLOORING SCHEDULE			
FLOOR MATERIAL	FLR	ROOM	AREA, INTERIOR (SQ FT)
HARDWOOD	1	DINING	233
HARDWOOD	1	KITCHEN	224
HARDWOOD	1	LIVING ROOM	354
HARDWOOD	1	PANTRY	43
HARDWOOD	2	B2 CLOSET	17
HARDWOOD	2	B3 CLOSET	29
HARDWOOD	2	BONUS CLOSET	8
HARDWOOD	2	BONUS ROOM	432
HARDWOOD	2	BEDROOM 2	144
HARDWOOD	2	BEDROOM 3	143
HARDWOOD	2	CLOSET	32
HARDWOOD	2	CLOSET	39
HARDWOOD	2	HALL	101
HARDWOOD	2	MASTER BDRM	259
TILE	1	CLOSET	10
TILE	1	CLOSET	18
TILE	1	FOYER	69
TILE	1	MUDROOM	126
TILE	1	POWDER	24
TILE	2	BATH	61
TILE	2	BATH SHOWER	18
TILE	2	CLOSET	3
TILE	2	LAUNDRY	46
TILE	2	MASTER BATH	67
TILE	2	MASTER SHOWER	16
TILE WALL	2	BATH	96
TILE WALL	2	MASTER SHOWER	88

FLOORING NOTES:

TILE TOTAL: 453 SF

HARDWOOD TOTAL: 2,051 SF

*REFER TO SPECIFICATION BOOK FOR FLOORING SPECS.



JAMES MARRIOTT ARCHITECT

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ERATO RESIDENCE

PLAN: SHINGLE COTTAGE

ADDRESS: 415 E. CAPITOL DRIVE

SUBDIVISION/LOT:

RELEASE FOR BID	04/24/20
RELEASE FOR CONST.	05/07/20
REV.	1

DRAWN BY: ORAN L. 5/27/2020

CLIENT INITIALS:

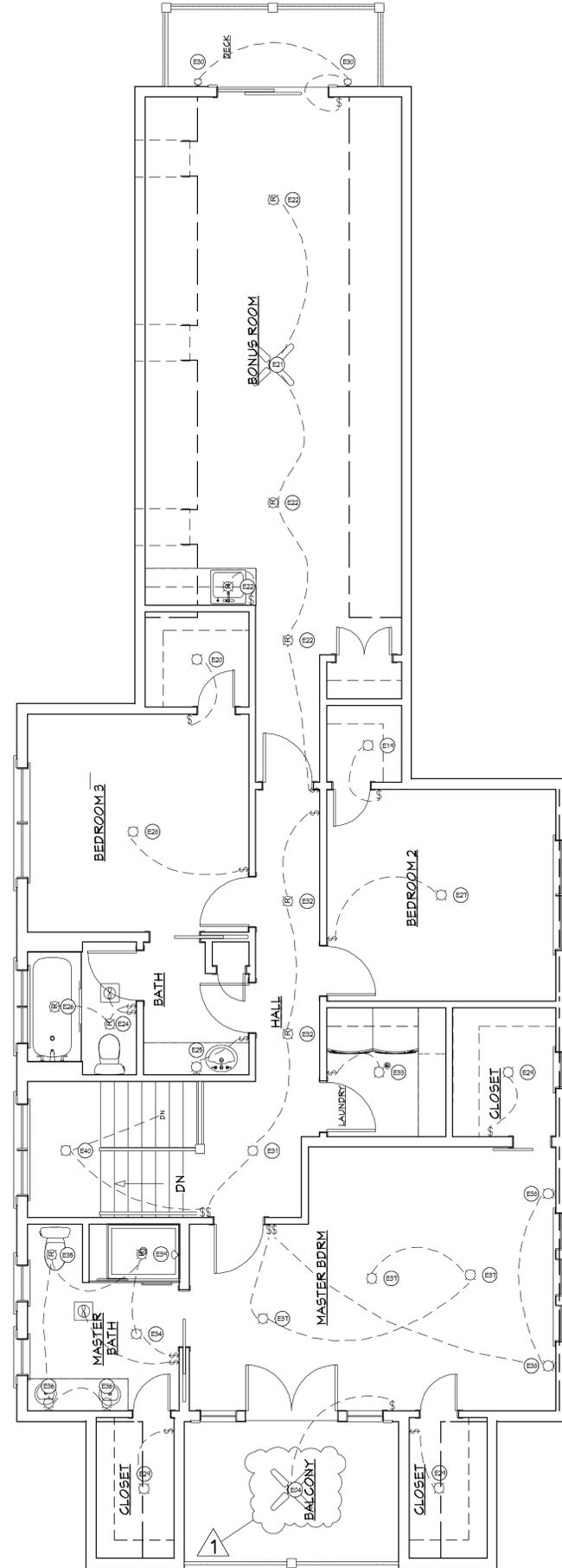
9

ELECTRICAL SCHEDULE

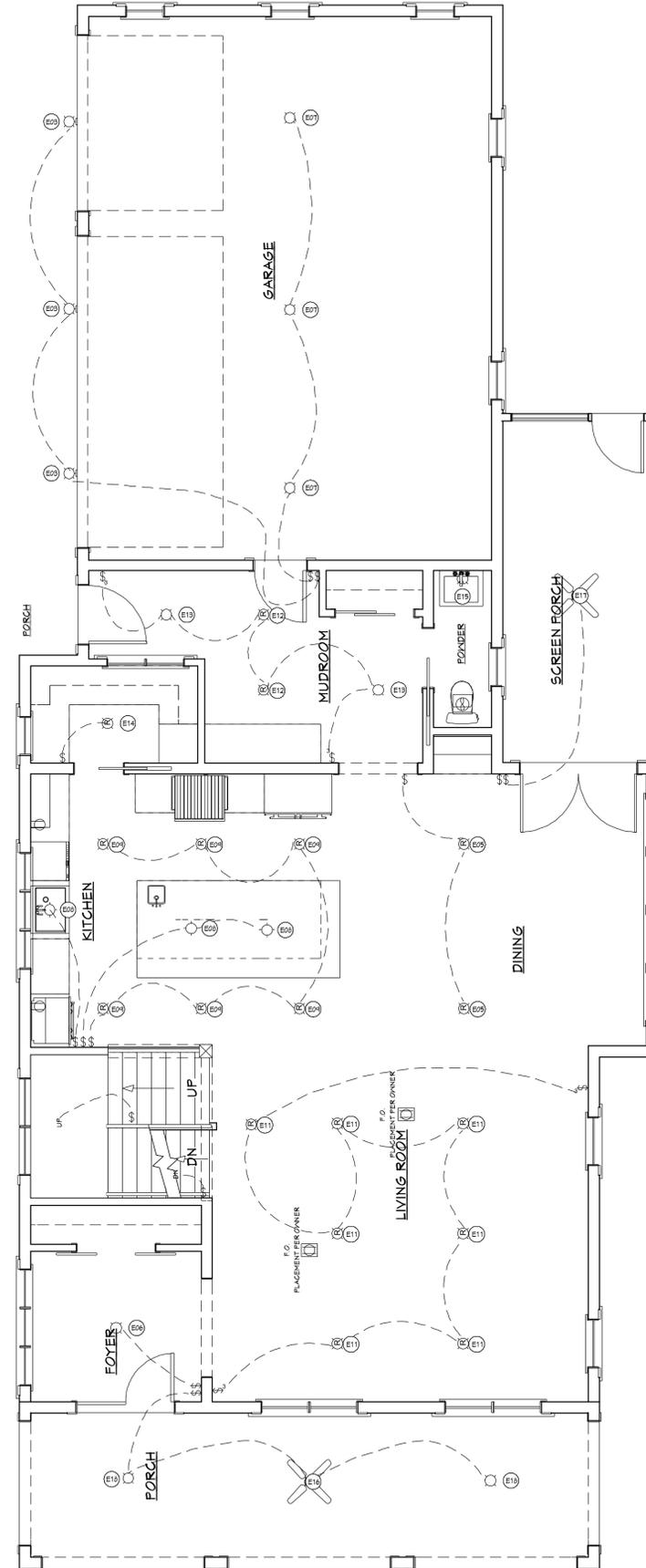
#	FLR	ROOM	ATTACHED TO	DESCRIPTION	QTY	COMMENTS
E01	0	BASEMENT	CEILING	BARE BULB	6	
E02	0	STAIRS	CEILING	CEILING FIXTURE	1	
E03	1		WALL	EXTERIOR WALL MOUNT	3	
E04	2	BALCONY	CEILING	CEILING FAN (LIGHTS)	1	
E05	1	DINING	CEILING	RECESSED DOWN LIGHT	2	
E06	1	FOYER	CEILING	CEILING FIXTURE	1	
E07	1	GARAGE	CEILING	BARE BULB	3	
E08	1	KITCHEN	CEILING	CEILING FIXTURE	3	
E09	1	KITCHEN	CEILING	RECESSED DOWN LIGHT	6	
E11	1	LIVING ROOM	CEILING	RECESSED DOWN LIGHT	7	
E12	1	MUDROOM	CEILING	RECESSED DOWN LIGHT	2	
E13	1	MUDROOM	CEILING	STANDARD CEILING FIXTURE	2	
E14	1	PANTRY	CEILING	RECESSED DOWN LIGHT	1	
E15	1	POWDER	WALL	INTERIOR WALL LIGHT	1	
E16	1	PORCH	CEILING	CEILING FAN	1	
E17	1	SCREEN PORCH	CEILING	CEILING FAN (LIGHTS)	1	
E18	1	PORCH	CEILING	STANDARD CEILING FIXTURE	2	
E19	2	B2 CLOSET	CEILING	CEILING FIXTURE	1	
E20	2	B3 CLOSET	CEILING	CEILING FIXTURE	1	
E21	2	BONUS ROOM	CEILING	CEILING FAN (LIGHTS)	1	
E22	2	BONUS ROOM	CEILING	RECESSED DOWN LIGHT	4	
E24	2	BATH	CEILING	RECESSED DOWN LIGHT	1	
E25	2	BATH	WALL	INTERIOR WALL LIGHT	1	
E26	2	BATH SHOWER	CEILING	RECESSED DOWN LIGHT	1	
E27	2	BEDROOM 2	CEILING	CEILING FIXTURE	1	
E28	2	BEDROOM 3	CEILING	CEILING FIXTURE	1	
E29	2	CLOSET	CEILING	CEILING FIXTURE	3	
E30	2	DECK	WALL	EXTERIOR WALL LIGHT	2	
E31	2	HALL	CEILING	CEILING FIXTURE	1	
E32	2	HALL	CEILING	RECESSED DOWN LIGHT	2	
E33	2	LAUNDRY	CEILING	CEILING FIXTURE	1	
E34	2	MASTER BATH	CEILING	CEILING FIXTURE	1	
E35	2	MASTER BATH	CEILING	RECESSED DOWN LIGHT	1	
E36	2	MASTER BATH	WALL	INTERIOR WALL LIGHT	2	
E37	2	MASTER BDRM	CEILING	CEILING FIXTURE	3	
E38	2	MASTER BDRM	WALL	INTERIOR WALL MOUNT	2	
E39	2	MASTER SHOWER	CEILING	RECESSED DOWN LIGHT	1	
E40	2	OPEN BELOW	CEILING	CEILING FIXTURE	1	

ELECTRICAL NOTES:

- OUTLETS PER CODE UNLESS NOTED
- REFER TO SPECIFICATION BOOK FOR LIGHTING SPECS.



SECOND FLOOR ELECTRICAL
SCALE 1/4"=1'-0"



FIRST FLOOR ELECTRICAL
SCALE 1/4"=1'-0"

CLIENT INITIALS:



miller marriott
CONSTRUCTION CO LLC

249 PAVLING AVE. HARTLAND, IN 46024
262.369.0531 www.millermarriott.com

249 PAVLING AVE. HARTLAND, IN 46024
414.640.3329 www.marriothomedesign.com

ERATO RESIDENCE

PLAN: SHINGLE COTTAGE
ADDRESS: 415 E. CAPITOL DRIVE
SUBDIVISION/LOT:

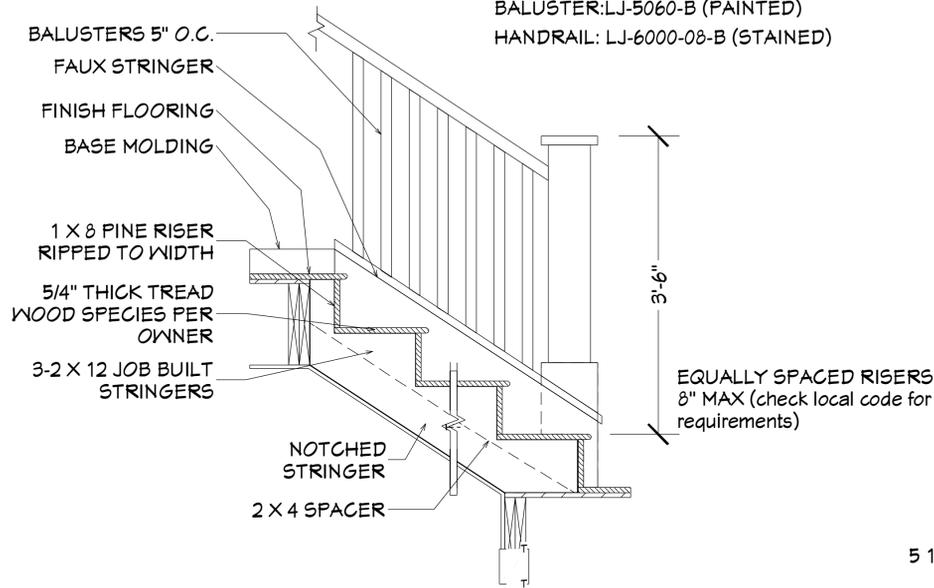
RELEASE FOR BID	04/24/20
RELEASE FOR CONST.	05/07/20
REV.	1

DRAWN BY: ORAN L. 5/27/2020

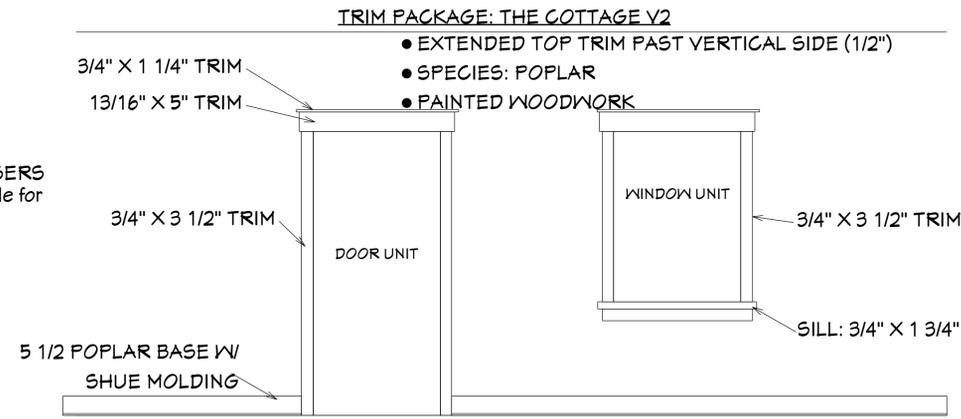
10

ROUGH WOOD STAIR

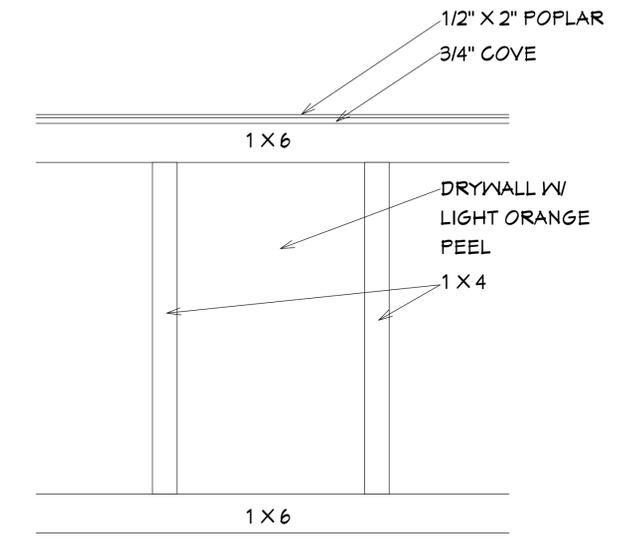
NEWEL POST: LJ-4091-B (STAINED)
 BALUSTER: LJ-5060-B (PAINTED)
 HANDRAIL: LJ-6000-08-B (STAINED)



1
11 **STAIR DETAIL**
(SCALE=NO SCALE)



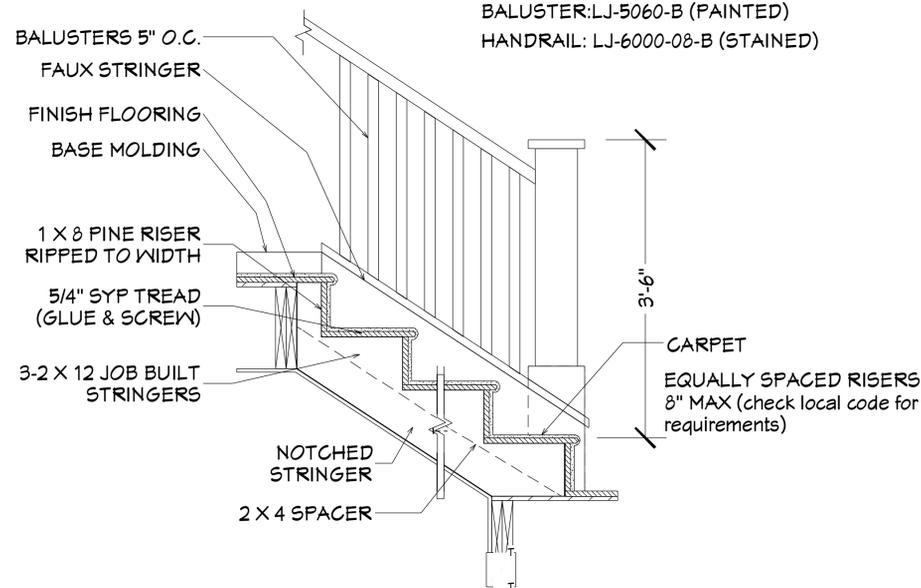
MILLWORK DETAIL
(SCALE=NO SCALE)



WAINSCOTING DETAIL
(SCALE=NO SCALE)

ROUGH CARPET STAIR

NEWEL POST: LJ-4091-B (STAINED)
 BALUSTER: LJ-5060-B (PAINTED)
 HANDRAIL: LJ-6000-08-B (STAINED)



2
11 **STAIR DETAIL**
(SCALE=NO SCALE)

JOB NOTES
 REFER TO SPECIFICATION BOOK DATED _____ FOR ALL SPECS. AND SELECTIONS AS NOTED

ALTERNATES/OPTIONS

- OPTION WOOD RUSTIC BEAMS IN LIVING
- OPTION GARAGE DRYWALL & INSUL.
- EZ SCREEN SYSTEM FOR PORCH
- FRONT PORCH AS DECK
- METAL ROOF

CLIENT INITIALS:

ERATO RESIDENCE

PLAN: SHINGLE COTTAGE
 ADDRESS: 415 E. CAPITOL DRIVE
 SUBDIVISION/LOT:

RELEASE FOR BID	04/24/20
RELEASE FOR CONST.	05/07/20
REV.	1

DRAWN BY: ORAN L. 5/27/2020

JAMES MARIOTT ARCHITECT
 miller marriott CONSTRUCTION CO LLC
 249 PAVLING AVE. HARTLAND, WI 53029
 262.969.0531 www.millermarriott.com

GRADING PLAN

LOT 1 OF CERTIFIED SURVEY MAP NUMBER 10287, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 18 EAST, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.



4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

SUGGESTED CONSTRUCTION GRADES:

- PROPOSED YARD GRADE = 942.54
- PROPOSED TOP OF FOUNDATION WALL ELEV. = 943.20
- PROPOSED FIRST FLOOR ELEV. = 944.88
- PROPOSED GARAGE FLOOR ELEV. = 942.87
- PROPOSED TOP OF FOOTING ELEV. = 935.20

LEGEND:

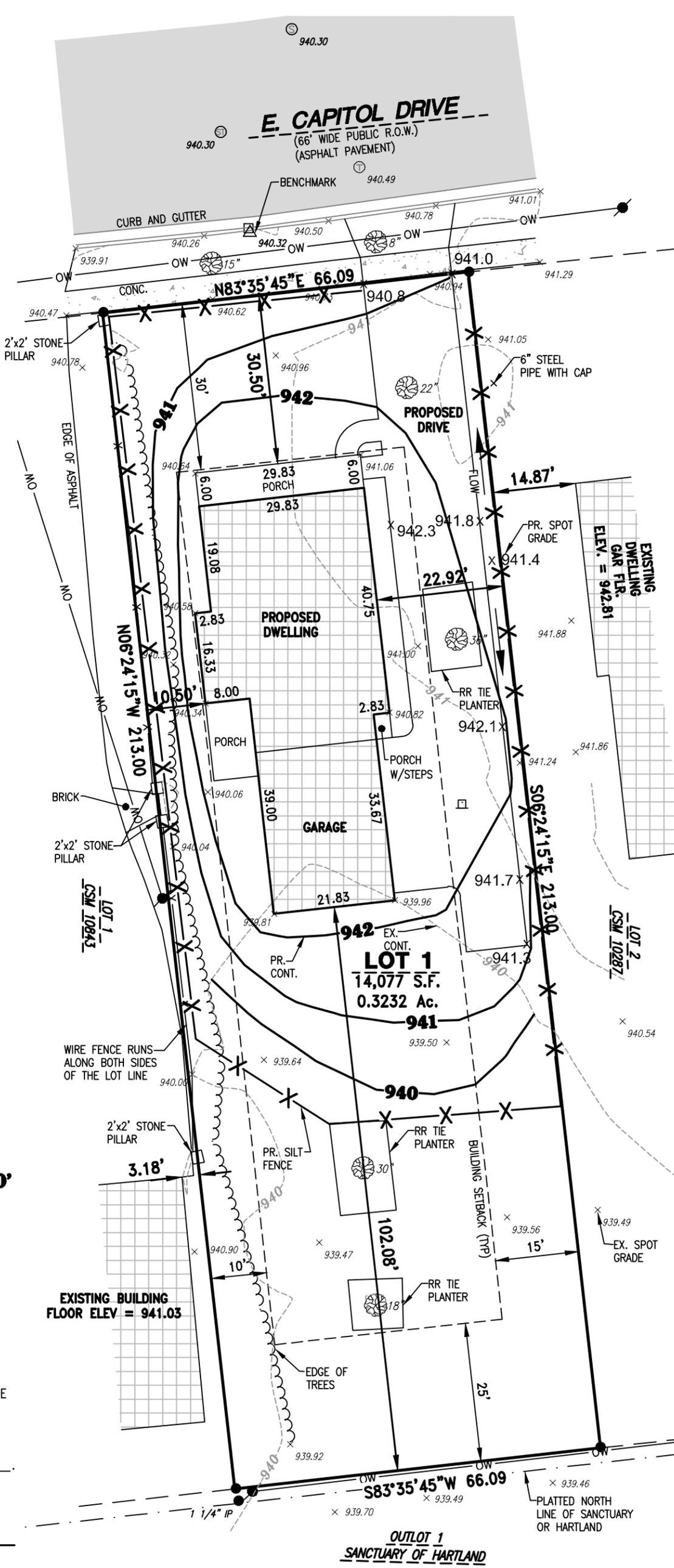
- FND. 1" IRON PIPE (UNLESS STATED OTHERWISE)
- ⦿ POWER POLE
- ⊙ SANITARY MANHOLE
- ⊕ STORM MANHOLE
- ⊗ TELEPHONE MANHOLE
- STORM INLET
- ⊠ WOOD POST
- ⊙ 22" TREE WITH DIAMETER
- OW— OVERHEAD WIRE

NOTES:

- THE ENGINEER SUGGESTS A DRAINAGE SYSTEM TO HELP PROPERLY DRAIN THE PROPERTY.
- AS OF THE DATE OF THIS SURVEY; NO TITLE POLICY WAS PROVIDED AND THIS SURVEY WAS DRAFTED BASED UPON CURRENT DEEDS AND ITS RESPECTIVE INFORMATION AND HAS BEEN FIELD VERIFIED AND THEREFORE THIS PLAT OF SURVEY DOES NOT GUARANTEE THE EXISTENCE, SIZE AND LOCATION OF ANY EASEMENTS, ENCUMBRANCES, RESTRICTIONS OR OTHER FACTS THAT COULD OTHERWISE BE DISCLOSED IN A TITLE SEARCH OR CURRENT TITLE POLICY.



SCALE: 1" = 20'



SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN }
WAUKESHA COUNTY }

SS
I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE MAP HEREON IS A TRUE REPRESENTATION THEREOF, AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS, AND ROADWAYS, AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE TITLE THERETO WITHIN ONE YEAR FROM THE DATE HEREOF. FIELD WORK WAS DONE ON APRIL 7, 2020.

DATED THIS 13TH DAY OF APRIL 20 20
REVISED THIS 14TH DAY OF APRIL, 2020

Ted R. Indermuehle
TED R. INDERMUEHLE, P.L.S. (S-3119)

ADDRESS: 415 E. CAPITOL DR.
SURVEY PREPARED FOR: ERATO RESIDENCE

JOB NO: 20-005

PLAT OF SURVEY

LOT 1 OF CERTIFIED SURVEY MAP NUMBER 10287, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 18 EAST, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.



4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

SUGGESTED CONSTRUCTION GRADES:

- PROPOSED YARD GRADE = 942.54
- PROPOSED TOP OF FOUNDATION WALL ELEV. = 943.20
- PROPOSED FIRST FLOOR ELEV. = 944.88
- PROPOSED GARAGE FLOOR ELEV. = 942.87
- PROPOSED TOP OF FOOTING ELEV. = 935.20

LEGEND:

- FND. 1" IRON PIPE (UNLESS STATED OTHERWISE)
- ⊙ POWER POLE
- ⊙ SANITARY MANHOLE
- ⊙ STORM MANHOLE
- ⊙ TELEPHONE MANHOLE
- STORM INLET
- ⊠ WOOD POST
- ⊙ 22" TREE WITH DIAMETER
- OW— OVERHEAD WIRE

NOTE:

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SCALE: 1" = 20'

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN }
WAUKESHA COUNTY }

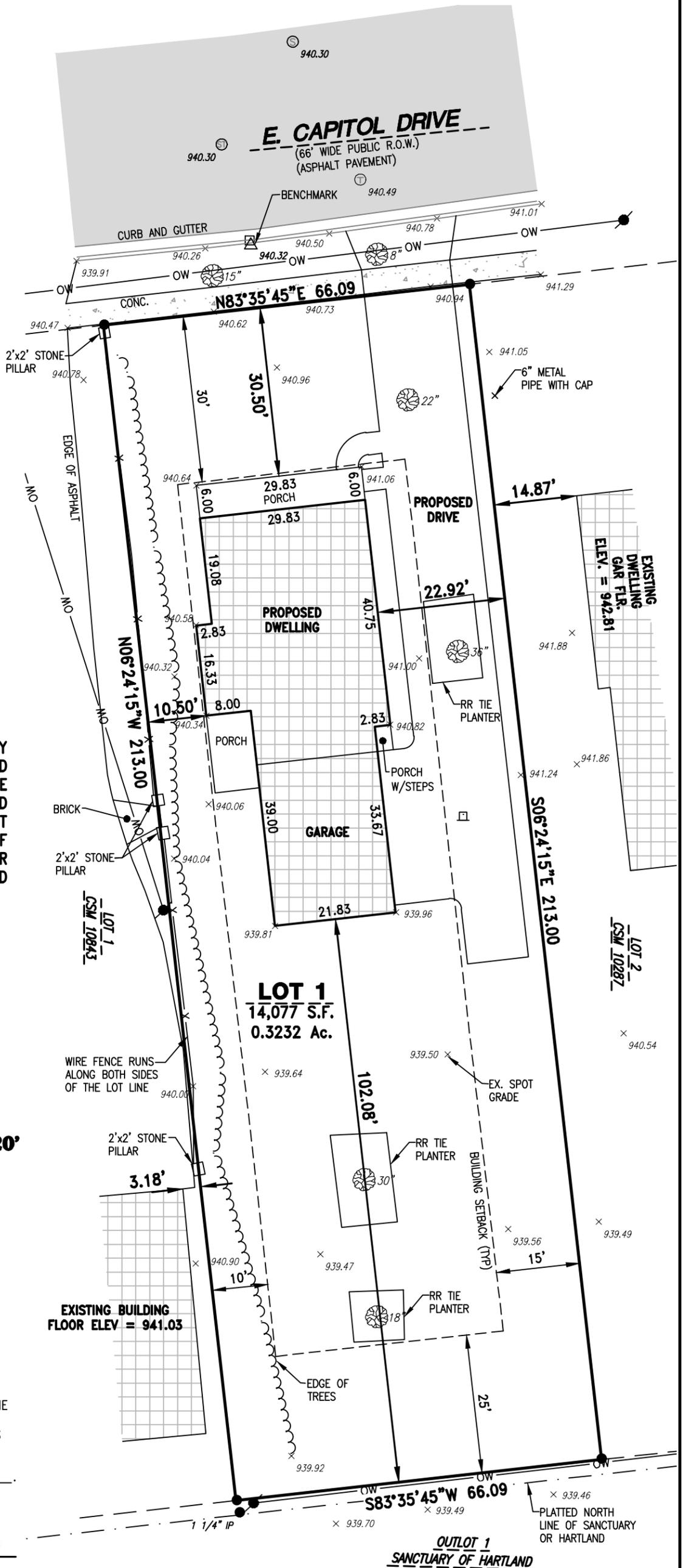
SS
I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE MAP HEREON IS A TRUE REPRESENTATION THEREOF, AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS, AND ROADWAYS, AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE TITLE THERETO WITHIN ONE YEAR FROM THE DATE HEREOF. FIELD WORK WAS DONE ON APRIL 7, 2020.

DATED THIS 13TH DAY OF APRIL 20 20
REVISED THIS 14TH DAY OF APRIL, 2020

Ted R. Indermuehle
TED R. INDERMUEHLE, P.L.S. (S-3119)

ADDRESS: 415 E. CAPITOL DR.
SURVEY PREPARED FOR: ERATO RESIDENCE

JOB NO: 20-005



	CHARLES AND MARGARET CYBRY 426 PARK CT HARTLAND WI 53029-3000	CLAUDIA L MILLOT 511 E CAPITOL DR HARTLAND WI 53029
DAVID L DEAN 407 E CAPITOL DR HARTLAND WI 53029-2201	DAVID R AND KARIE A MANTEY 422 PARK CT HARTLAND WI 53029-3000	DAVID T AND LAURIE J DECOURCY- BOWER 515 E CAPITOL DR HARTLAND WI 53029
DEREK J HEIN AND LAUREN J HEIN 429 PARK CT HARTLAND WI 53029-3051	GARY R & GERALDINE B PILGRIM 2014 LIVING TRUST 504 E CAPITOL DR HARTLAND WI 53029-2204	GILES F COLAHAN & KAREN ANN SIEPMANN 512 E CAPITOL DR HARTLAND WI 53029
GREGORY D AND KAREN J MCQUESTION 2012 442 PARK CT HARTLAND WI 53029-3000	JAMES C MARRIOTT AND DODY L MARRIOTT 432 E CAPITOL DR HARTLAND WI 53029-2202	JEAN BERENDES 345 E CAPITOL DR HARTLAND WI 53029
JEANINE L O'SHEA & THOMAS J WHELAN 416 E CAPITOL DR HARTLAND WI 53029-2202	JENNY M AND CHRISTOPHER J ERATO 216 W COLLEGE AVE WAUKESHA WI 53186-4931	JOHN P ONZIK 435 E CAPITOL DR HARTLAND WI 53029
JORDAN WALT 438 PARK CT HARTLAND WI 53029-3000	KEVIN AND LINDA LINDNER 120 NIXON AVE HARTLAND WI 53029	LEANNA R MANSER 242 W CAPITOL DR HARTLAND WI 53029-2028
LOT OWNERS OF SANCTUARY OF HARTLAND Not Available Not Available WI 00000	MARY REDDY 130 NIXON AVE HARTLAND WI 53029	MATTHEW D DANIEL 400 E CAPITOL DR HARTLAND WI 53029-2202
ROBERT K AND JULIE E LEIBHAM 434 PARK CT HARTLAND WI 53029-3000	ROBERT T PELLEGRINI 425 E CAPITOL DR HARTLAND WI 53029-2201	STEPHAN J HOPPE JANICE M HOPPE REVOCABLE TRUST 430 PARK CT HARTLAND WI 53029-3000
STEVE AND JANE GRALL 437 PARK CT HARTLAND WI 53029-3051	STEVEN & M B ECKELS TRUST 338 E CAPITOL DR HARTLAND WI 53029	THOMAS AND LORI TRUTTSCHER 424 E CAPITOL DR HARTLAND WI 53029
TODD A ECKHART 337 E CAPITOL DR HARTLAND WI 53029-2107	WILLIAM M AND CORTNEY S SULLIVAN 351 E CAPITOL DR HARTLAND WI 53029	



**APPLICATION FOR
PLAN COMMISSION**

\$300 REVIEW FEE DUE AT TIME OF APPLICATION

Project Description <i>Fence install</i>			
Proposed Use <i>Secure east & south sides of building</i>		No. of Employees <i>58</i>	
Project Location <i>340 Maple Ave.</i>			
Project Name			
Owner <i>Hartland Maple Property, LLC.</i>		Phone <i>414-801-7341</i>	
Address <i>340 Maple Ave.</i>		City <i>Hartland</i>	State <i>WI</i> Zip <i>53029</i>
Engineer/Architect		Phone	FAX
Address		City	State Zip
Contact Person <i>Tom</i>	Phone <i>414-801-7341</i>	FAX	E-mail <i>tmews@brauco.com</i>

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:
---------------	------------------	---------------------

**Hartland Plan Commission
Application Review Policies**

All applicants and applications are subject to the following policies in order to be considered by the Plan Commission.

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 - g. Calculation of lot coverage
 - h. 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)
 - i. Grading and erosion control
 - j. Landscaping, including a Tree Protection Plan
 - k. Exterior lighting details
 - l. Exterior HVAC equipment location
 - m. Dumpster location (screening required)
 - n. Street right-of-way
 - o. Miscellaneous items including, but not limited to, 100 year floodplain, wetland boundary, environmental corridor
6. Additional information may be requested by the Plan Commission or Staff.
7. The Applicant must complete and submit the required Professional Services Reimbursement Form along with any required deposit at the time of application.
8. The Applicant or a representative of Applicant able to make representations on behalf of the Applicant shall attend the meeting at which the matter will be discussed. Failure to have representation will result in tabling of the request to the next meeting.



Department of Building Inspection

PERMIT # _____

APPLICATION FOR BUILDING PERMIT

210 Cottonwood Avenue • Hartland, WI 53029 • Phone (262) 367-4744 • Fax (262) 367-2430

JOB LOCATION 340 Maple Ave.

LOT _____ BLOCK _____ SUBD _____ TAX KEY _____

OWNER Hartland Maple Property, LLC. PHONE 914-801-7341 FAX _____

ADDRESS 340 Maple Ave. CITY, STATE, ZIP Hartland, WI 53029

CONTRACTOR owner PHONE _____ FAX _____

ADDRESS _____ CITY, STATE, ZIP _____

When permit is ready notify: Contractor **Owner** By: Mail Phone Fax

Project Description: Install six foot chain link fence at east and south property lines as per attached.

Current principal use of property manufacturing

Proposed principal use of property manufacturing

Width _____ Length _____ Sq. Ft. _____ Height _____ Cu. Ft. _____

Estimated cost of above job(s) \$ 10,000.00 \$ _____ \$ _____

State Approval N.A. Date N.A.

Class of Construction Fence Sprinkler N.A. Stories N.A.

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 the Uniform Dwelling Code of Wisconsin Administrative Code, Zoning Ordinance, all other ordinances of the Village of Hartland and with all the laws and orders of the State of Wisconsin applicable to said premises.

Signature of Applicant [Signature] Date 4-29-20

CONDITIONS OF APPROVAL: This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty.

1. See plans for possible conditions/recommendations
2. _____
- _____
- _____
- _____
- _____

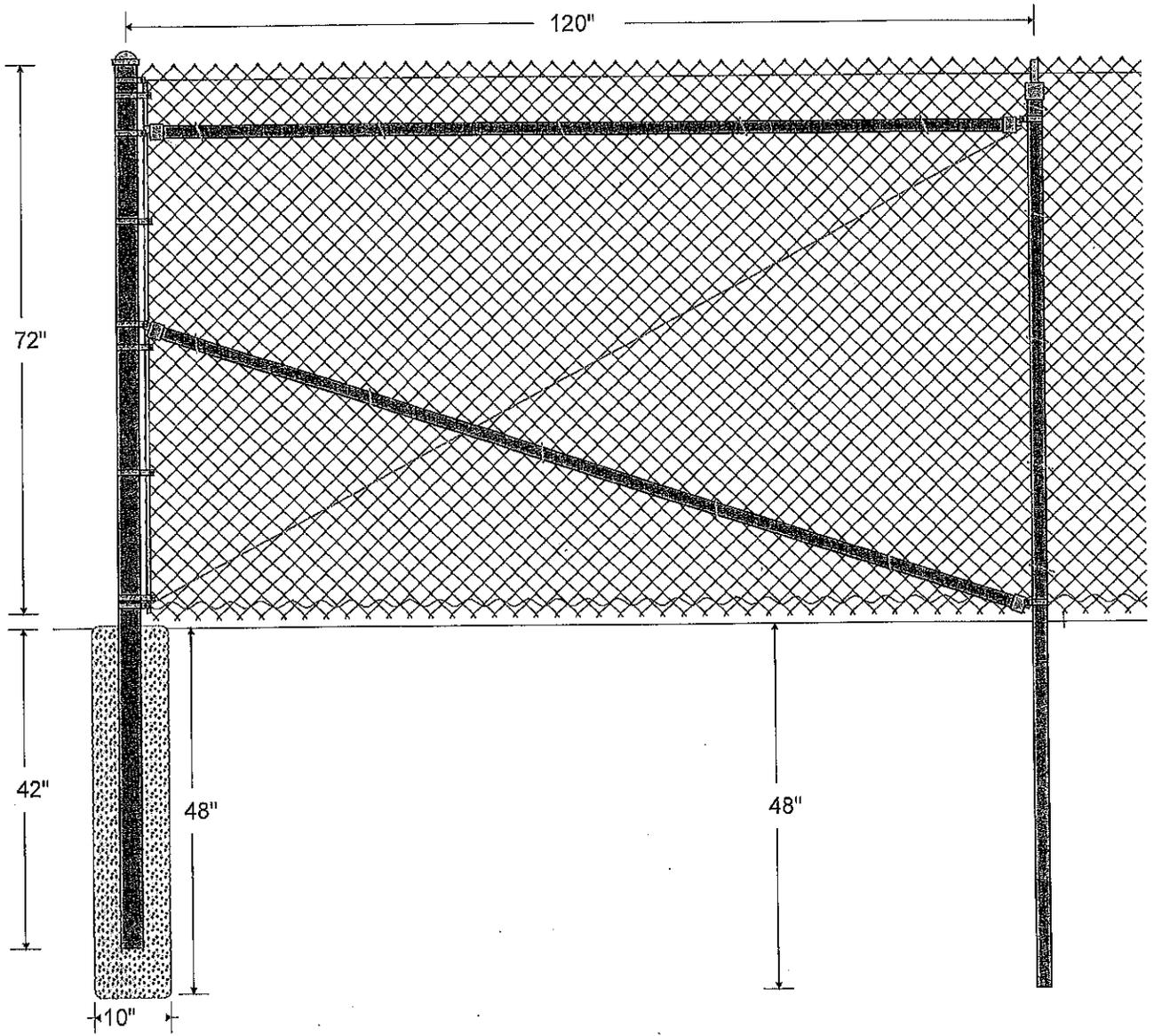
_____ TOTAL FEES

_____ Date Paid

_____ Receipt

Meeting dates plans were approved for building permit:
Plan Commission _____ Village Board _____ Arch Board _____

APPLICATION APPROVED ON: _____ DATE _____ BY: _____ BUILDING INSPECTOR







APPLICATION FOR
PLAN COMMISSION

\$300 REVIEW FEE DUE AT TIME OF APPLICATION

Project Description <i>Fence install</i>			
Proposed Use <i>Secure east & south sides of building</i>		No. of Employees <i>58</i>	
Project Location <i>340 Maple Ave.</i>			
Project Name			
Owner <i>Hartland Maple Property, LLC.</i>		Phone <i>414-801-7341</i>	
Address <i>340 Maple Ave.</i>		City <i>Hartland</i>	State <i>WI</i> Zip <i>53029</i>
Engineer/Architect		Phone	FAX
Address		City	State Zip
Contact Person <i>Tom</i>	Phone <i>414-801-7341</i>	FAX	E-mail <i>tnews@brauocompany.com</i>

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- > Utilities and easements (sewer, water, storm etc.)
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- > 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 f. from lot lines)
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- > Exterior lighting details
- > Exterior HVAC equipment location
- > Dumpster location (screening required)
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- > Miscellaneous, 100 year floodplain, wetland boundary, environmental corridor

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Date Applied:	Date of Meeting:	Return Comments by:
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 - j. Landscaping, including a Tree Protection Plan
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 - m. Dumpster location (screening required)
 - n. Street right-of-way
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Department of Building Inspection

PERMIT # _____

APPLICATION FOR BUILDING PERMIT

210 Cottonwood Avenue • Hartland, WI 53029 • Phone (262) 367-4744 • Fax (262) 367-2430

JOB LOCATION 340 Maple Ave.
 LOT _____ BLOCK _____ SUBD _____ TAX KEY _____
 OWNER Hartland Maple Property, LLC. PHONE 914-801-7341 FAX _____
 ADDRESS 340 Maple Ave. CITY, STATE, ZIP Hartland, WI 53029
 CONTRACTOR owner PHONE _____ FAX _____
 ADDRESS _____ CITY, STATE, ZIP _____

When permit is ready notify: Contractor Owner By: Mail Phone Fax

Project Description: Install six foot chain link fence at east and south property lines as per attached. North fence line approx 360' shall be black vinyl coated as per attached survey highlighted in yellow.

Current principal use of property manufacturing

Proposed principal use of property manufacturing

Width _____ Length _____ Sq. Ft. _____ Height _____ Cu. Ft. _____

Estimated cost of above job(s) \$ 20,000.00 \$ _____ \$ _____

State Approval N.A. Date N.A.

Class of Construction Fence Sprinkler N.A. Stories N.A.

TO THE BUILDING INSPECTOR: The undersigned hereby applies for a permit to do work herein described according to the plans and specifications filed here with 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 the Uniform Dwelling Code of Wisconsin Administrative Code, Zoning Ordinance, all other ordinances of the Village of Hartland and with all the laws and orders of the State of Wisconsin applicable to said premises.

Signature of Applicant [Signature] Date 4-29-20

CONDITIONS OF APPROVAL: This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty.

1. See plans for possible conditions/recommendations
2. _____
- _____
- _____
- _____
- _____

_____ TOTAL FEES
 _____ Date Paid
 _____ Receipt

Meeting dates plans were approved for building permit:
 Plan Commission _____ Village Board _____ Arch Board _____

APPLICATION APPROVED ON: _____ DATE _____ BY: _____ BUILDING INSPECTOR

Bravo Company USA, Inc.
PO Box 341
Hartland, WI 53029

BMO HARRIS BANK NA
2-28/710

23306

4/29/2020

PAY TO THE ORDER OF Village of Hartland

\$ 300.00

Three Hundred and 00/100*****

DOLLARS

PROTECTED AGAINST FRAUD

Hartland, Village of
210 Cottonwood ave
Hartland, WI 53029



MEMO

⑈023306⑈ ⑆071000288⑆ 0042311632⑈

23306

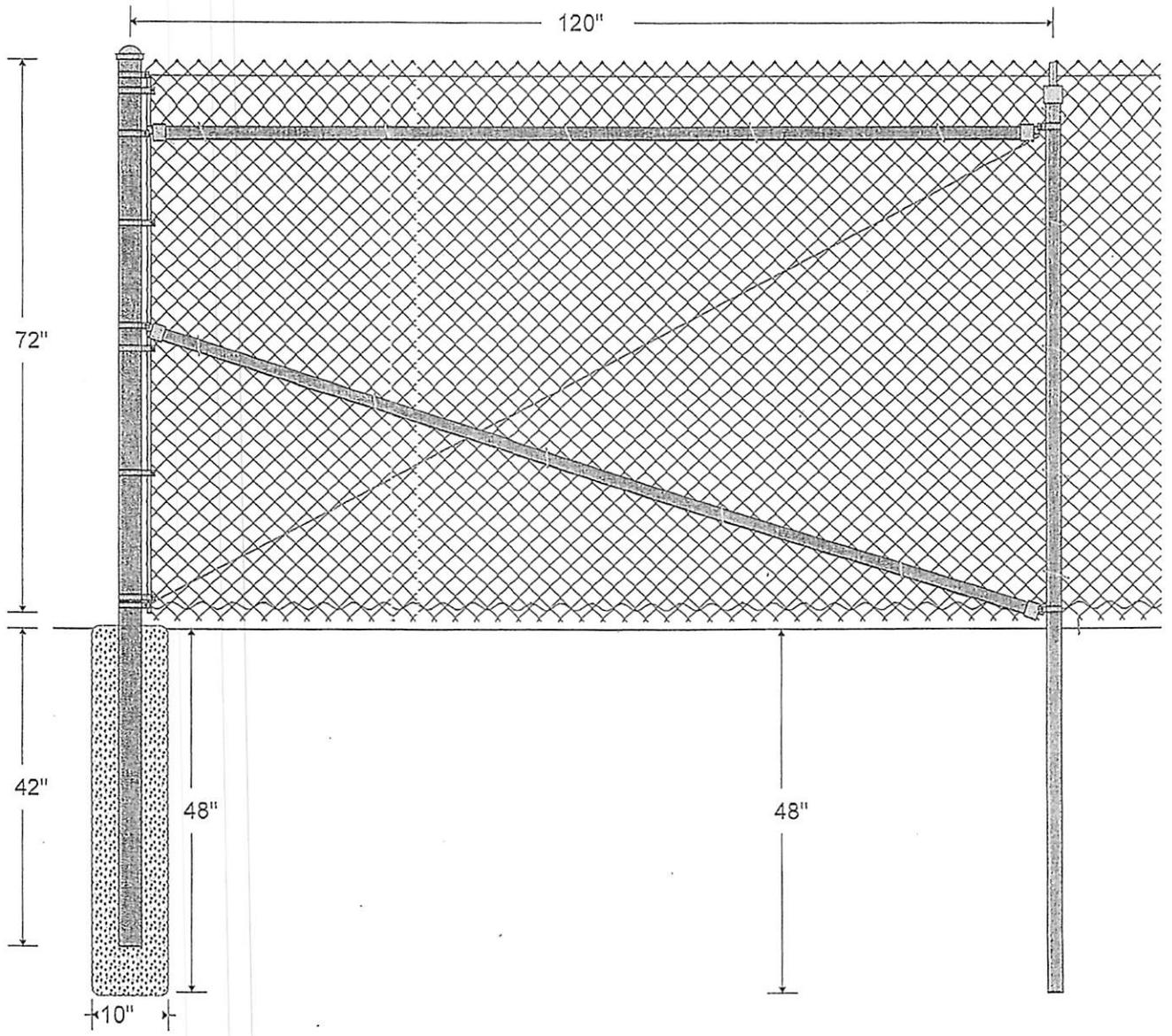
Date	Type	Reference	Original Amt.	Balance Due	4/29/2020 Discount	Payment
4/29/2020	Bill	Fence Permit	300.00	300.00		300.00
					Check Amount	300.00

BMO HARRIS - CHE

300.00









ADMINISTRATION
210 Cottonwood Avenue
Hartland, WI 53029
Phone (262) 367-2714
Fax (262) 367-2430

DEPARTMENT OF PUBLIC WORKS
TREE PLANTING/REMOVAL PERMIT
(ORDINANCE NOS. 696-04 and 773-09)

Permit No.: 20-021	Permit Fee: \$50.00
Date: 4-29-20	Receipt No.: 216508
Permit Expires:	

Work Location Address: 340 Maple Ave		Lot No.	
Property Owner's Name: Hartland Maple Property LLC			
Address: 340 Maple Ave.			
Phone No.	Home	Work 414-801-7341	Mobile
FAX:		E-Mail: Tmewg@berwo.company.usa.com	

Contractor Name: Same as above			
Contact Person: Troy Mew's			
Address: 340 Maple Ave.			
Phone No.	Work	Mobile 414-801-7341	Fax No.
E-Mail: Tmewg@berwo.company.usa.com			

Tree Planting	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Tree Removal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Tree Work	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Stump Removal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Species and Number of Trees: **SIX at north lot - Box Alder, Multiple at south lot BOX ALDER.**

Reason for Request: **at North remove trees (6) as they pose a safety risk as limbs are falling down - trees are a liability. At south clean up mess, to install a fence. Remove Evasive brush & weeds to grass**

Trees/Locations Marked: Yes No How? **on p/1/nc**

Replacement Tree Species (Per Approved Street Tree List): **Transplant.**
SIX Royal Red Norway Maple Trees.

Please provide a site plan showing tree removals and replacements (Ordinance 90-75)

Applicant Signature Date 4-23-20

REQUIREMENTS FOR TREE PLANTING/REMOVAL PERMIT

This permit is granted on conditions that the Permittee will obey all Sections of the Village of Hartland Code of Ordinances and all specifications, rules and requirements of the Department of Public Works pertaining to this Permit and as noted below.

TREE PLANTING

All trees shall be planted in accordance with Village of Hartland Planting Instructions.

BARRICADING

Any person installing, excavating, constructing, grading, filling, storing material, occupying a public right-of-way or public place or doing any other repairing or improving in any public right-of-way or public place shall provide adequate barricades, lights and such other protective devices as may be necessary to warn the public of the condition of the area and to prevent injury to any person or property.

OCCUPYING STREET

Materials occupying street shall be kept at least ten feet (10') away from any tree, valve box manhole or catch basin. Materials and equipment shall be kept at least ten feet (10') away from fire hydrants, fifteen (15') away from crosswalks and in accordance with restrictions of the Code of Ordinances. If left overnight, barricades with flashing lights must be provided.

DRAINAGE

Gutters and drainage ditches shall be kept open at all times and shall be restored to their original condition.

BLOCKING ROADWAY

The blocking of the entire roadway is not permitted. One lane of traffic must be kept open at all times. If two lanes of traffic cannot be maintained, a flag person will be required.

REVOCAION OF PERMIT

The Director of Public Works or his representative reserves the right to revoke this permit at any time, if in their judgement, it is to the best interest of the Village of Hartland.

DAMAGE TO STREET

Any damage to street surfacing as a result of the proposed work shall be repaired by saw cutting and removing the existing damaged pavement which shall be replaced in kind.

NOTIFICATION

The permittee shall notify the Director of Public Works three (3) working days prior to the start of work.

INSURANCE

A Certificate of Insurance must be provided to the Village prior to the start of work which covers General Liability, Auto Liability, Worker's Compensation Coverage and the Village must be named as an additional insured party.

VILLAGE PROPERTY

All trees planted on Village street right-of-way shall become the property of the Village.

OTHER

We will not be working or affecting any public right of way.

GUARANTEE

(Damage to Village Property) The Permittee guarantees that he/she shall reimburse the Village of Hartland for all damages to any Village property resulting from his/her work operations and to hold the Village of Hartland harmless in case of any accident or on account of any damages, arising through the issuance of this permit, regardless of whether such damage or accident is done by himself, herself or their agents, employees or subcontractors. THE ACCEPTANCE OF THIS PERMIT BY THE PERMITTEE CONSTITUTES AN ACKNOWLEDGEMENT AND ACCEPTANCE OF THE CONDITIONS AND REGULATIONS HEREIN NOTED.

Mahesh D. Hegde
Director of Public Works

4/29/20
Date

Troy Mews

From: Mike Zamiatala <zamiatala@sprucecpa.com> - Home owner
Sent: Tuesday, May 19, 2020 12:51 PM
To: Troy Mews
Subject: RE: Intro
association

Hi Troy,

The tree species is Royal Red Norway Maple.

Still working on the COI's

Thanks,

Mike

262-522-7903 Phone
262-522-7901 Fax



N19 W23993 Ridgeview Parkway W
Suite 190
Waukesha, WI 53188

www.sprucecpa.com

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From: Troy Mews <tmews@bravocompanyusa.com>
Sent: Saturday, May 16, 2020 10:38 AM
To: Mike Zamiatala <zamiatala@sprucecpa.com>
Subject: Intro

Good morning,

It was a pleasure meeting yourself and your associated from the home association yesterday.

Can you verify the tree species is crimson maple that you both would like in lieu of planned Arbor vistas that make the present hedge line.

Also, please forward insurance certificates for calendar years: 2018, 2019 & 2020 for all entities that have entered or may enter our property on behave of the home owners association, naming the following as additionally insured:

Hartland Maple Property, LLC. PO Box 341 Hartland, WI. 53029

Bravo Company USA, Inc PO Box 341 Hartland, WI. 53029

Thank you,

Troy M.

Bravo Company USA, Inc

www.BravoCompanyUSA.com

www.BravoCompanyMFG.com

American Gunfighter Film Series



ADDISON A BESTE AND JESSICA J
FEDENIA
478 PARK CT
HARTLAND WI 53029-3000

ANDREW J SHOAF AND MEGAN N
SHOAF
406 PARK CT
HARTLAND WI 53029-3000

ANN M CONMY AND KEVIN CONMY
435 WHITE OAK TRL
HARTLAND WI 53029-2446

AUDREY EIKEN
477 SUNSET TRL
HARTLAND WI 53029-2444

BOHACHEK FAMILY TRUST
445 SUNSET TRL
HARTLAND WI 53029-2444

BYSTRZYCKI FAMILY TRUST
474 OAK RIDGE DR
HARTLAND WI 53029

CANDICE BOOKER
305 MAPLE AVE
HARTLAND WI 53029-2114

CAROL A AIROLDI 1998 REVOCABLE
TRUST
425 OAK TREE CT
HARTLAND WI 53029

CAROL M BOEHM
501 SUNSET TRL
HARTLAND WI 53029-2444

CAROLE A CARLSON
483 SUNSET TRL
HARTLAND WI 53029-2444

CATHERINE C GUASTELLO TRUST
463 SUNSET TRL UNIT 3
HARTLAND WI 53029

CHARLES E UNGER AND JENNIFER
HALLER UNGER
235 MAPLE AVE
HARTLAND WI 53029

CHRISTINE SCHIMENZ
407 PARK CT
HARTLAND WI 53029-3051

CHRISTY JOHNSON-DRAYER
492 OAK RIDGE DR
HARTLAND WI 53029-2438

CMC HEARTLAND PARTNERS
330 N JEFFERSON ST STE 305
CHICAGO IL 60661-1319

CRAIG ZAFFRANN AND CELESTE
ZAFFRANN
444 OAK TREE CT
HARTLAND WI 53029-2442

DANIEL DROUT AND JOAN DROUT
499 WHITE OAK TRL
HARTLAND WI 53029-2446

DANIEL E & LUANE J BRAUN JOINT
REVOCALBE LIVING
493 SUNSET TRL
HARTLAND WI 53029

DANIEL EDWARD LUCHSINGER AND
TIFFANY KWAPIL LUCHSINGER
461 PARK CT
HARTLAND WI 53029-3051

DAVID ALAN GROTH AND CHRISTINE
BUSSEMA GROTH
499 SUNSET TRL
HARTLAND WI 53029-2444

DAVID G HERRIGES AND NANCY K
HERRIGES
437 WHITE OAK TRL
HARTLAND WI 53029-2446

DAVID J TEMPLE AND BARBARA A
TEMPLE
601 W CAPITOL DR APT 1
HARTLAND WI 53029-1914

DORIS A SENGLAUB REVOCABLE TRUST
446 OAK TREE CT UNIT 81
HARTLAND WI 53029-2442

DOROTHY J GUTENKUNST REVOCABLE
TRUST AGREEMENT
315 OAK RIDGE DR
HARTLAND WI 53029

EDWARD MCLOONE AND MARY
MCLOONE
475 SUNSET TRL
HARTLAND WI 53029

ERIC R MARX
223 MAPLE AVE
HARTLAND WI 53029-2112

ERIN BERGET AND ADAM WEIL
470 PARK CT
HARTLAND WI 53029-3000

FRANK EMRATH AND CHRISTIE
EMRATH
PO BOX 317
HARTLAND WI 53029

GARY GREEN AND REBECCA GREEN
447 SUNSET TRL
HARTLAND WI 53029

GAVIN A TAYLOR III
517 WHITE OAK TRL
HARTLAND WI 53029-2447

GERALD V GOODRICH
439 SUNSET TRL UNIT 111
HARTLAND WI 53029

GORDON C KING AND JAYNE S KING
457 PARK CT
HARTLAND WI 53029-3051

GORDON H AND CARYLN A GILL JOINT
REVOCABLE TRUST
3178 W CROWN POINTE BLVD
NAPLES FL 34112-5432

HARTLAND MAPLE PROPERTY LLC
340 MAPLE AVE
HARTLAND WI 53029-2115

JOHN AND JUDITH FINKLER
IRREVOCABLE REAL
531 WHITE OAK TRL
HARTLAND WI 53029-2447

JOHN MEISTER AND ANNA E MEISTER
479 PARK CT
HARTLAND WI 53029-3051

JOHN R AND KATHERINE J WEEMS
REVOCABLE
459 SUNSET TRL UNIT 2
HARTLAND WI 53029-2444

KAREN L SHORT
481 SUNSET TRL
HARTLAND WI 53029

KEITH W SHARER AND KATHLEEN J
SHARER
432 OAK TREE CT
HARTLAND WI 53029

KENNETH T & BONNIE J CZYZEWSKI
JOINT TRUST
457 SUNSET TRL
HARTLAND WI 53029

KEVIN J SCHWARTZMILLER AND KELLY
M SCHWARTZMILLER
465 PARK CT
HARTLAND WI 53029-3051

LAUREL J FULLER
441 SUNSET TRL
HARTLAND WI 53029

LINDA A RADTKE
226 E PARK AVE
HARTLAND WI 53029-2116

MARIE S KEPPE
428 OAK TREE CT
HARTLAND WI 53029

MARK M BAHR AND KRISTAN J BAHR
403 PARK CT
HARTLAND WI 53029-3051

MARK WOLF AND LYNNE SCHREIBEL
JOINT
533 WHITE OAK TRL
HARTLAND WI 53029-2447

MARY KAY HAMMES
467 WHITE OAK TRL
HARTLAND WI 53029-2446

MARY V KALLENBACH 2001 TR DTD 12-
28-01
465 SUNSET TRL
HARTLAND WI 53029-2444

MATTHEW J DUVAL AND MARY J
DUVAL
464 OAK RIDGE DR
HARTLAND WI 53029-2438

MATTHEW R WESLEY AND KATRINA P
WESLEY
474 PARK CT
HARTLAND WI 53029-3000

MICHAEL BRUCE AND KERRY BRUCE
469 WHITE OAK TRL
HARTLAND WI 53029

MICHAEL L ZAMIATALA
319 MERTON AVE
HARTLAND WI 53029-1814

PATRICIA M LEICHTFUSS SURVIVORS
TRUST U-A DATED
462 OAK RIDGE DR
HARTLAND WI 53029-2438

PATRICK SHAW AND DEBORAH SHAW
206 GRANARY CIR
HARTLAND WI 53029

PETER WEGMANN AND BARBARA
WEGMANN
453 WHITE OAK TRL
HARTLAND WI 53029

PHYLLIS J FLORY REV LIV TRUST
434 OAK TREE CT
HARTLAND WI 53029

RANAE ZAUTCKE STAVISH
515 WHITE OAK TRL
HARTLAND WI 53029-2447

RICHARD PAULLIN AND SUSAN PAULLIN
236 MAPLE AVE
HARTLAND WI 53029

RICHARD RICCO AND OPHELIA RICCO
458 OAK RIDGE DR
HARTLAND WI 53029-2438

ROBERT F LESTINA
469 PARK CT
HARTLAND WI 53029-3051

ROBERT J & GILLIAN B HOLLISTER JT
REV TRUST
482 OAK RIDGE DR
HARTLAND WI 53029

RODNEY L & PATRICIA M PODSZUS
2016 LIVING TRUST
490 OAK RIDGE DR
HARTLAND WI 53029-2438

ROGER L VIEL
433 OAK TREE CT
HARTLAND WI 53029-2442

SHEAMUS MCFADDEN REVOCABLE
TRUST
501 WHITE OAK TRL
HARTLAND WI 53029-2447

STONEKING TRUST
476 OAK RIDGE DR #3
HARTLAND WI 53029-2438

SUSAN J HOFF AND SANDRA J
WORKENTINE
426 OAK TREE CT
HARTLAND WI 53029-2442

TERENCE W STICKELMAIER AND ANA M
STICKELMAIER
222 MAPLE AVE
HARTLAND WI 53029-2113

TERRY D CISLER AND BARBARA
AHLSCHEWEDE CISLER
483 WHITE OAK TRL
HARTLAND WI 53029-2446

TERRY L STELPFLUG AND AMY M
STELPFLUG
W289N4795 WILD ROSE CT
HARTLAND WI 53029-2289

THE DIANA M LIRETTE REVOCABLE
TRUST
485 WHITE OAK TRL
HARTLAND WI 53029-2446

THE JOHN A AND LOIS M CULLEN
REVOCABLE TRUST
480 OAK RIDGE DR
HARTLAND WI 53029-2438

THE MARK E BRAUN AND SUSAN E
BRAUN LIVING TRUST
427 OAK TREE CT
HARTLAND WI 53029-2442

THOMAS FLYNN AND CYNTHIA FLYNN
498 OAK RIDGE DR
HARTLAND WI 53029

TIMOTHY D FENNER AND PATRICIA M
FENNER
313 OAK RIDGE DR
HARTLAND WI 53029-2426

TIMOTHY J OPALEWSKI AND VICTORIA J
OPALEWSKI
402 PARK CT
HARTLAND WI 53029-3000

TIMOTHY M ROFRITZ AND TINA K
SCHULTZ
228 MAPLE AVE
HARTLAND WI 53029

TRICIA L FENSKE
451 WHITE OAK TRL
HARTLAND WI 53029-2446

TRUST AGREEMENT OF STEPHEN AND
KATHLEEN WIPERT
456 OAK RIDGE DR
HARTLAND WI 53029-2438

VICTORIA WILHELM
302 MAPLE AVE
HARTLAND WI 53029

VINCENT MILLEVOLTE AND MARLENE
MILLEVOLTE
311 MAPLE AVE
HARTLAND WI 53029

WEIHUA HUANG AND JOHN SKINNER
JR
204 GRANARY CIR
HARTLAND WI 53029-2456

WILLIAM P MCDEVITT AND MARY C
MCDEVITT
462 PARK CT
HARTLAND WI 53029-3000

WILLIAM W ZIECHE AND SUZANNE
ZIECHE
431 OAK TREE CT
HARTLAND WI 53029

ZIEBELL LIVING TRUST
495 SUNSET TRL
HARTLAND WI 53029

MEMO

TO: Tim Rhode, Village Administrator
 FROM: Ryan Amtmann, Village Engineer
 DATE: June 10, 2020
 SUBJECT: LCL Development Area – Petition for Rezone and PUD

BASIC INFORMATION	
Project Name	Lake Country Lutheran East Lands
Applicant Name	Neumann Development Inc
Consulting Planner and/or Engineer	TRIO
Existing Zoning	Public/Institutional
Requested Zoning	Rs-5 PUD Single-Fam Res
Address/Abbreviated Legal	Tax Key HAV0423981
Comprehensive Land Map Designation	Low Density Res 2.5 to 5 u/a

ADJACENT LAND USE/ZONING MATRIX		
<i>Direction</i>	<i>Land Use</i>	<i>Zoning</i>
North	Single Family	Town of Merton R-1 Single Fam
South	N/A	Hwy 16
East	Single Family Res	Rs-5
West	Public/Institutional	C-1

NEW INFORMATION

Neuman has submitted a new rezoning application and PUD petition (dated 6/5/2020), replacing the previous application that included a proposed multi-family development on the south side of the public road on land that was referred to as Lot 2. The current rezoning application, PUD petition and related documents are for the Lot 1 area for the single-family condo development that Neumann Development, Inc. is proposing. Neumann has subsequently submitted the following information via an email dated June 5, 2020. The following are the documents that were included:

1. Halen Concept Renderings No. 1, 2, 3 and 4 for the single-family condo units (**new information**).
2. Hartland Lake Cntry Lutheran Res TIA 4-8-20.pdf (**previously submitted**).
3. Heartland Corridor Report – Campus Drive_20200303.pdf (**previously submitted**).
4. Heartland Tree Survey Memo-20200116.pdf (**previously submitted**).
5. INRA Exhibit 2020-06-05.pdf. (**previously submitted**).
6. Lake Country Lutheran_Preliminary SWMP_2020-04-08.pdf. (**previously submitted**).
7. LCL PUD Petition Supplemental Letter 6.15.20.docx (**new information**).
8. Lutheran High School CSM 6_05_20.pdf (**revised information**).
 - a. This is the draft CSM consisting of 7 pages, prepared by Trio Engineering, dated June 5, 2020.
9. PARADISE TRAILS CONDO PrePLAT_6-04-20 (003).pdf (**new information**).
10. Paradise Trails Condominium By-laws Draft.docx (**new information**).
11. Paradise Trails Condominium Declarations Draft.docx (**new information**).

12. PRELIMINARY SITE PLAN & CIVIL_LAKE COUNTRY LUTHERAN PLAN SET.pdf (**revised information**).
13. PUD Petition Letter Revised 6.15.20.docx (**revised information**).
14. Re-Zone application signed by LCL.pdf (**revised information**).
 - a. This is signed by LCL, dated May 28, 2020 and identifies the rezone of both RS-5 PUD and RM-1 PUD. This rezoning shall only apply to the RS-5 with a PUD overlay.
15. Rezone Exhibit_6-05-20.pdf (**revised information**).
16. Tree-Survey-Points.xls (**previously submitted**).
17. Draft PUD Agreement, dated June 10, 2020 prepared by Village Attorney (**new information**).

Village Staff has met with Neumann representatives to discuss their proposed development. Key items of discussion that have occurred to further their development planning:

Public/Private Infrastructure

- Neumann is proposing that the east/west road will be a public roadway. Public sanitary sewer and water facilities already exist along the alignment of this future.
- Neumann is proposing that all other infrastructure for the single-family condo units will be Private, including sewer, water, storm, sidewalks, roads, parking, etc.

Willow Drive Connection

- Neumann's development proposal does not include a connection to Willow Drive.
- The current utility easement that runs from Willow Drive to Campus Drive will be vacated and replaced with a 60-foot right-of-way dedicated to the Village.
- The east/west public road will dead end and not connect to Willow Drive.
- There will be an emergency pathway that connects to Willow Drive – for use by pedestrians and emergency vehicles only. The path will have bollards/gate so cars cannot pass.
- Neumann is open to constructing a Village roadway connection to Willow Drive, however, Neumann requests that this item be stand alone and considered separately from their development planning/approvals.

NEXT STEPS

- Per Sec. 46-807(1) *Meeting with Plan Commission* - The Plan Commission has met at the 5/18/2020 Plan Commission whereby Neumann presented the General Conceptual Development Plan. The Plan Commission was supportive of the General Conceptual Development Plan that included the single-family condo and multi-family development proposal.
- Per Sec. 46-807(2) *Petition* – Applicant is submitting a PUD Petition and General Development Plan and the Village Attorney has prepared a draft PUD Agreement for discussion and input from the Plan Commission at the 6/15/2020 meeting. Neumann desires to complete the PUD Petition, General Development Plan, Precise Plans as well as the PUD Agreement for approval at a subsequent Plan Commission meeting. Following Plan Commission approval at a subsequent meeting, the PUD Petition, General Development Plan, Precise Plans and PUD Agreement would be forwarded to the Village Board whereby, prior to approving the PUD Petition, the Village Board would conduct a public hearing.

RTA:rt



Halen Concept #1



Halen Concept #2



Halen Concept #3

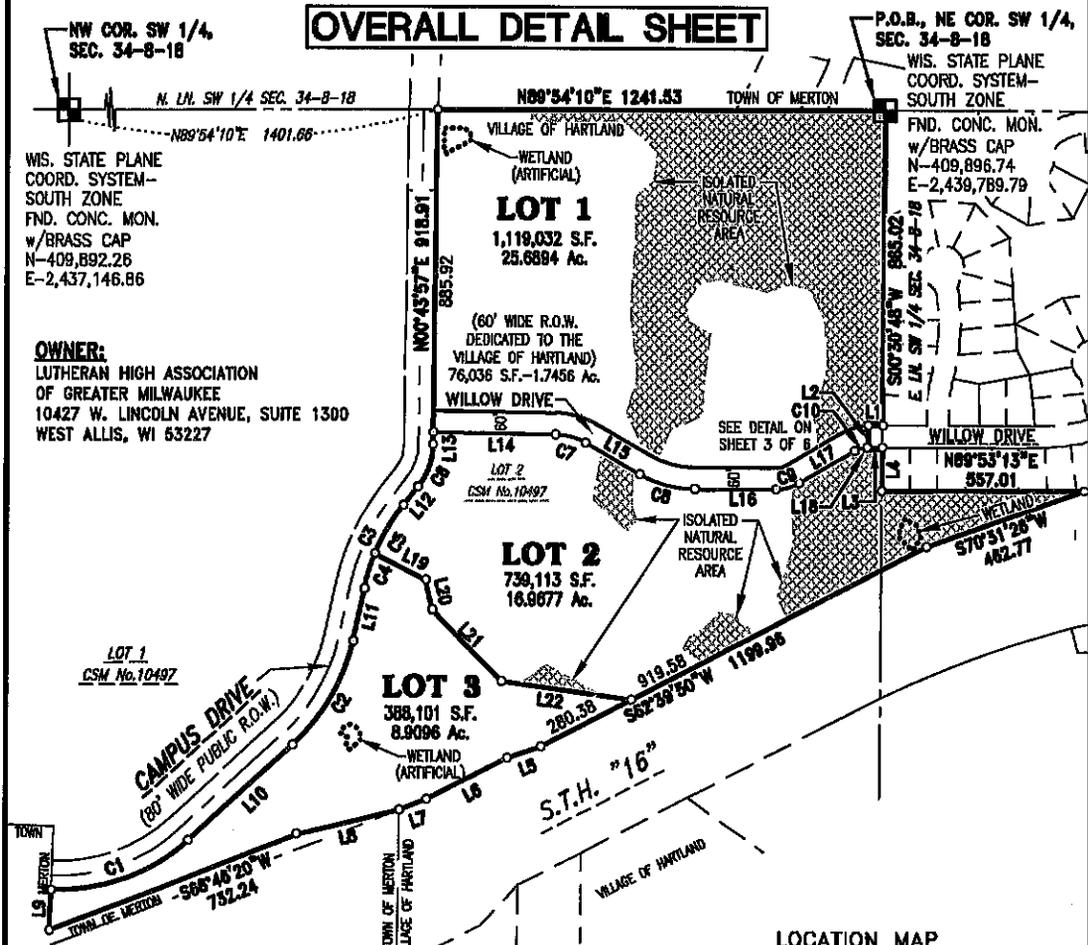


Halen Concept #4

CERTIFIED SURVEY MAP NO.

BEING A REDMISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 10497, LOCATED IN A PART OF THE NORTHEAST 1/4, SOUTHWEST 1/4, NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.

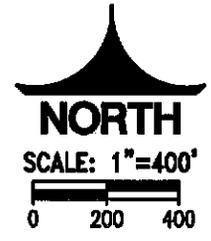
OVERALL DETAIL SHEET



WIS. STATE PLANE
COORD. SYSTEM-
SOUTH ZONE
FND. CONC. MON.
w/BRASS CAP
N-409,892.26
E-2,437,146.86

OWNER:
LUTHERAN HIGH ASSOCIATION
OF GREATER MILWAUKEE
10427 W. LINCOLN AVENUE, SUITE 1300
WEST ALLIS, WI 53227

PREPARED BY:
TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD
SUITE 300
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481

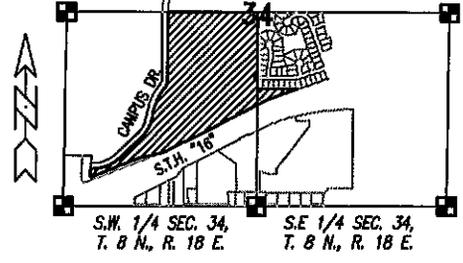


NOTES:
ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE NORTH LINE OF THE S.W. 1/4 OF SECTION 34, TOWN 8 NORTH, RANGE 18 EAST, BEARS N89°54'10"E.

- LEGEND:**
- - INDICATES Section Corner (See Plan for Details)
 - - INDICATES "Set" 0.750" O.D. X 18" long reinforcing bar weighing 1.502 lbs. per lineal foot.
 - - INDICATES "Found" 1" iron pipe, unless noted otherwise.

P.O.B., NE COR. SW 1/4,
SEC. 34-8-18
WIS. STATE PLANE
COORD. SYSTEM-
SOUTH ZONE
FND. CONC. MON.
w/BRASS CAP
N-409,896.74
E-2,439,789.79

LOCATION MAP



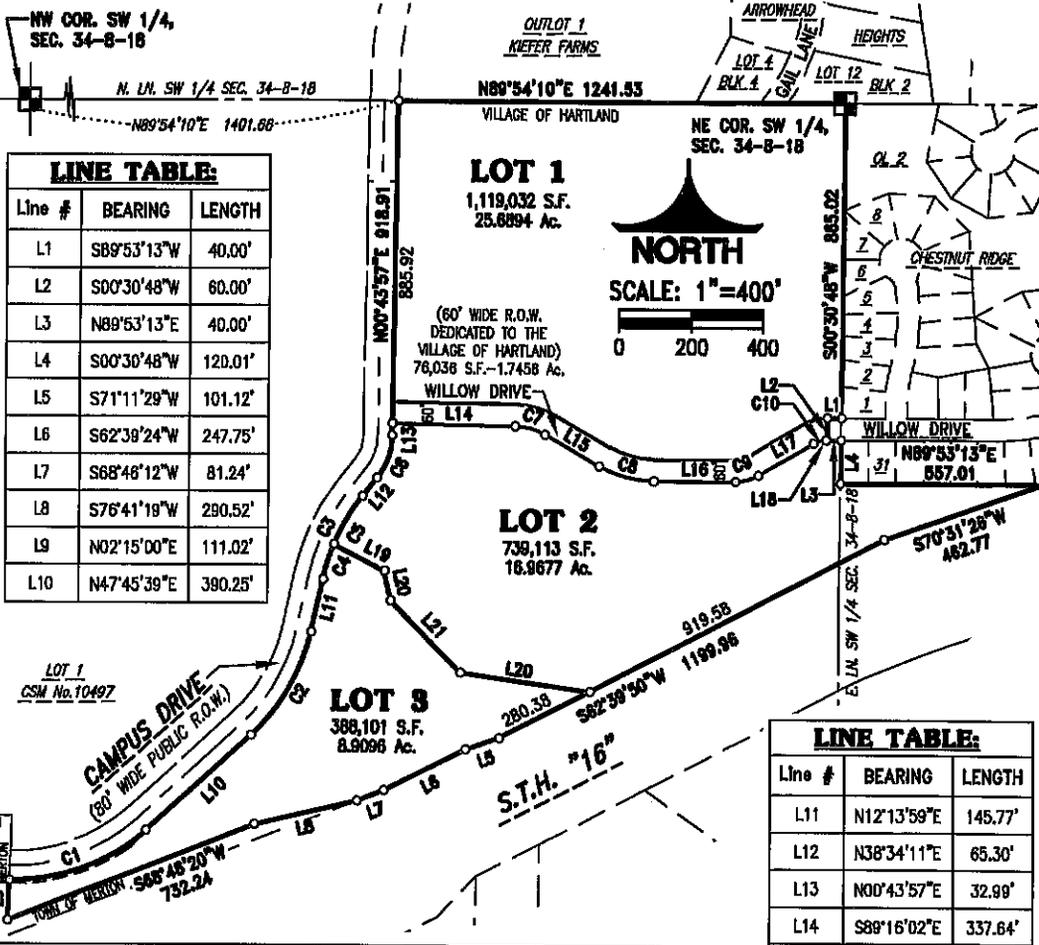
DRAFTED THIS 5TH DAY OF JUNE, 2020
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-023-953-01
SHEET 1 OF 7

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CERTIFIED SURVEY MAP NO.

BEING A REDMENSION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 10497, LOCATED IN A PART OF THE NORTHEAST 1/4, SOUTHWEST 1/4, NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF HARTLAND, WALKESHA COUNTY, WISCONSIN.



LINE TABLE:

Line #	BEARING	LENGTH
L1	S89°53'13"W	40.00'
L2	S00°30'48"W	60.00'
L3	N89°53'13"E	40.00'
L4	S00°30'48"W	120.01'
L5	S71°11'29"W	101.12'
L6	S62°39'24"W	247.75'
L7	S68°46'12"W	81.24'
L8	S76°41'19"W	290.52'
L9	N02°15'00"E	111.02'
L10	N47°45'39"E	390.25'

LINE TABLE:

Line #	BEARING	LENGTH
L11	N12°13'59"E	145.77'
L12	N38°34'11"E	65.30'
L13	N00°43'57"E	32.99'
L14	S89°16'02"E	337.64'
L15	S60°06'51"E	172.81'
L16	N89°53'09"E	226.34'
L17	N59°53'09"E	177.43'
L18	N89°53'13"E	2.23'
L19	S63°08'36"E	158.46'
L20	S12°19'27"E	82.57'
L21	S44°05'55"E	273.03'
L22	S82°02'10"E	363.51'

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	530.68	44°29'23"	412.07	401.79	N70°00'21"E	S87°44'58"E	N47°45'39"E
C2	540.00	35°31'40"	334.84	329.50	N29°59'49"E	N47°45'39"E	N12°13'59"E
C3	580.00	26°20'41"	257.49	255.23	N25°24'20"E	S38°34'40"W	S12°13'59"W
C4	560.00	10°23'41"	101.60	101.46	N17°25'50"E	S22°37'40"W	S12°13'59"W
C5	580.00	15°57'00"	155.89	155.39	N30°36'10"E	S38°34'40"W	S22°37'40"W
C6	190.00	37°50'14"	125.47	123.21	N18°39'04"E	N38°34'11"E	N00°43'57"E
C7	170.00	29°09'11"	86.50	85.57	S74°41'26"E	N60°06'51"W	N89°16'02"W
C8	305.00	30°00'00"	159.70	157.88	S75°06'51"E	S60°06'51"E	N89°53'09"E
C9	130.00	30°00'00"	66.07	67.29	N74°53'09"E	N89°53'09"E	N59°53'09"E
C10	70.00	30°00'04"	36.65	36.24	N74°53'11"E	S89°53'13"W	S59°53'09"W

LEGEND:

- - INDICATES Section Corner (See Plan for Details)
- - INDICATES "Set" 0.750" O.D. X 18" long reinforcing bar weighing 1.502 lbs. per lined foot.
- - INDICATES "Found" 1" iron pipe, unless noted otherwise.



DRAFTED THIS 5TH DAY OF JUNE, 2020
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

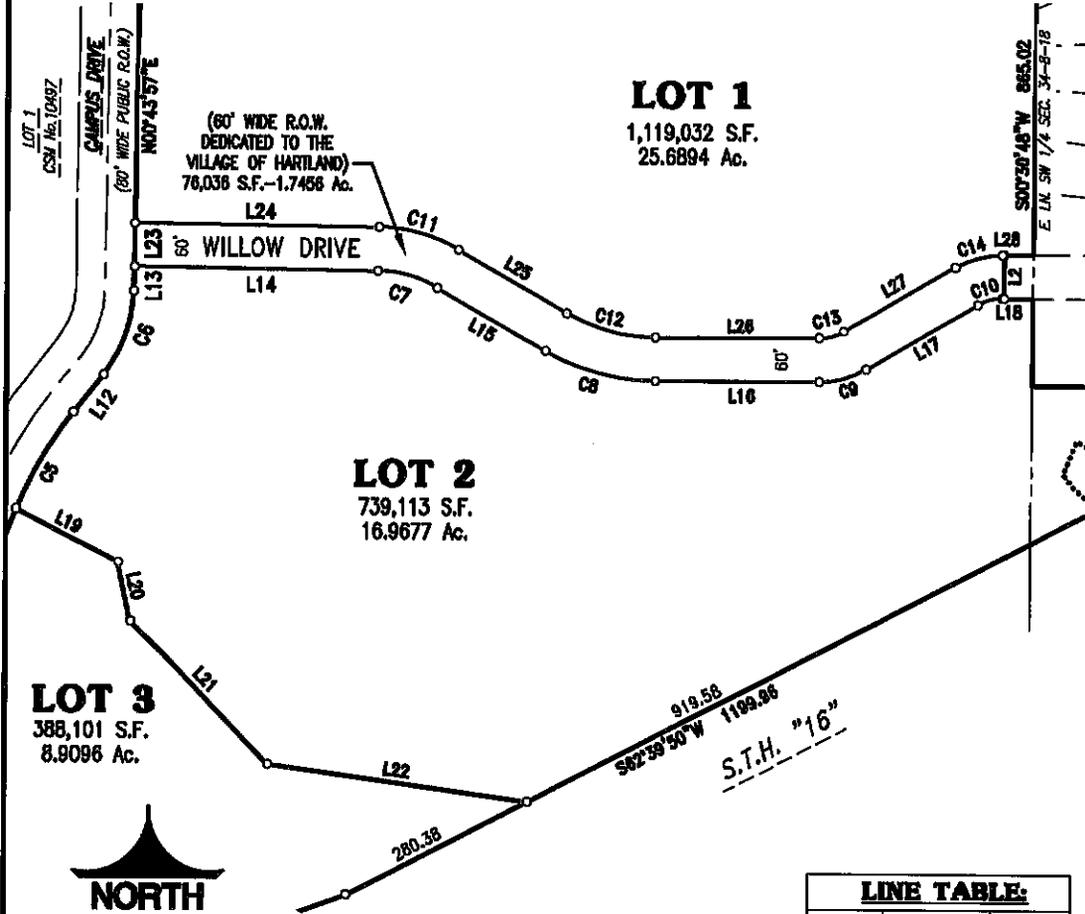
JOB NO. 19-023-953-01
SHEET 2 OF 7

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CERTIFIED SURVEY MAP NO. _____

BEING A REDMISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 10497, LOCATED IN A PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.

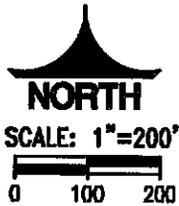
WILLOW DRIVE DETAIL SHEET



LOT 3
388,101 S.F.
8.9096 Ac.

LOT 2
739,113 S.F.
16.9677 Ac.

LOT 1
1,119,032 S.F.
25.6894 Ac.



CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C11	230.00	29°09'11"	117.03	115.77	N74°41'26"W	N60°06'51"W	N89°16'02"W
C12	245.00	30°00'00"	128.28	126.82	S76°06'51"E	S60°06'51"E	N89°53'09"E
C13	70.00	30°00'00"	36.65	36.23	N74°53'09"E	N89°53'09"E	N59°53'09"E
C14	130.00	30°00'04"	68.07	67.30	S74°53'11"W	S89°53'13"W	S59°53'09"W

LINE TABLE:

Line #	BEARING	LENGTH
L23	S0°43'57"W	80.00'
L24	N89°16'02"W	337.64'
L25	N60°06'51"W	172.81'
L26	S89°53'09"W	228.34'
L27	S59°53'09"W	177.43'
L28	S89°57'29"W	2.89'

LEGEND:

- - INDICATES Section Corner (See Plan for Details)
- - INDICATES "Set" 0.750" O.D. X 18" long reinforcing bar weighing 1.502 lbs. per lineal foot.
- - INDICATES "Found" 1" iron pipe, unless noted otherwise.



DRAFTED THIS 5TH DAY OF JUNE, 2020
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-023-953-01
SHEET 4 OF 7

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 10497, LOCATED IN A PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWN 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

I, Deborah L. Joers, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided, mapped and dedicated a redivision of Lot 2 of Certified Survey Map No. 10497, located in a part of the Northeast 1/4, Southeast 1/4, Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 and part of the Northwest 1/4 of the Southeast 1/4 of Section 34, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin, bounded and described as follows:

Beginning at the Northeast Corner of the said Southwest 1/4 of said Section 34; Thence South 00°30'48" West and along the East line of the said Southwest 1/4 Section, 865.02 feet to a point; Thence South 89°53'13" West, 40.00 feet to a point; Thence South 00°30'48" West, 60.00 feet to a point; Thence North 89°53'13" East, 40.00 feet to a point on the East line of the said Southwest 1/4 Section; Thence South 00°30'48" West and along the said East line, 120.01 feet to a point; Thence North 89°53'13" East, 557.01 feet to a point on the Northwesterly Right-of-Way line of S.T.H. "16"; Thence South 70°31'26" West and along the said Northwesterly Right-of-Way line, 462.77 feet to a point; Thence South 62°39'50" West and along the said Northwesterly Right-of-Way line, 1199.96 feet to a point; Thence South 71°11'29" West and along the said Northwesterly Right-of-Way line, 101.12 feet to a point; Thence South 62°39'24" West and along the said Northwesterly Right-of-Way line, 247.75 feet to a point; Thence South 68°46'12" West and along the said Northwesterly Right-of-Way line, 81.24 feet to a point; Thence South 76°41'19" West and along the said Northwesterly Right-of-Way line, 290.52 feet to a point; Thence South 68°46'20" West and along the said Northwesterly Right-of-Way line, 732.24 feet to a point; Thence North 02°15'00" East, 111.02 feet to a point on the Southeasterly Right-of-Way line of "Campus Drive"; Thence Northeasterly 412.07 feet along said Southeasterly Right-of-Way line and the arc of a curve, whose center lies to the Northwest, whose radius is 530.68 feet, whose central angle is 44°29'23", and whose chord bears North 70°00'21" East, 401.79 feet to a point; Thence North 47°45'39" East, along said Southeasterly Right-of-Way line, 390.25 feet to a point; Thence Northeasterly 334.84 feet along said Southeasterly Right-of-Way line and the arc of a curve, whose center lies to the Northwest, whose radius is 540.00 feet, whose central angle is 35°31'40", and whose chord bears North 29°59'49" East, 329.50 feet to a point; Thence North 12°13'59" East, along said Southeasterly Right-of-Way line, 145.77 feet to a point; Thence Northeasterly 257.49 feet along said Southeasterly Right-of-Way line and the arc of a curve, whose center lies to the Southeast, whose radius is 560.00 feet, whose central angle is 26°20'41", and whose chord bears North 25°24'20" East, 255.23 feet to a point; Thence North 38°34'11" East, along said Southeasterly Right-of-Way line, 65.30 feet to a point; Thence Northeasterly 125.47 feet along said Southeasterly Right-of-Way line and the arc of a curve, whose center lies to the Northwest, whose radius is 190.00 feet, whose central angle is 37°50'14", and whose chord bears North 19°39'04" East, 123.21 feet to a point; Thence North 00°43'57" East, along the East Right-of-Way line of "Campus Drive", 918.91 feet to a point on the North line of the said Southwest 1/4; Thence North 89°54'10" East and along said North line, 1241.53 feet to the point of beginning of this description.

Said Parcel contains 2,322,282 Gross Square Feet (or 53.3123 Acres) of land, more or less, including the Willow Drive right-of-way dedication.

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 10497, LOCATED IN A PART OF THE
NORTHEAST 1/4, SOUTHEAST 1/4, NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND
PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWN 8 NORTH, RANGE 18
EAST, IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL:

This Certified Survey Map is hereby approved by the Village Board of Hartland on this ____ day of
_____, 20 _____.

Jeffrey Pfannerstill, President

Date:

Darlene Igl, Clerk/Treasurer

Date:

Drafted this 5th Day of JUNE, 2020

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

Job. No. 19-023-953-01

SHEET 7 OF 7

L:\LOBBYS\WP\DOCS\DOCUMENT\1787\19009-03\530-Certified Survey Map\Martin Lulber_CSM.doc

**PRELIMINARY
CONDOMINIUM PLAT
OF
PARADISE TRAILS
CONDOMINIUM
VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Single Family Condominium)**



4800 N. CALDWELL ROAD
WISCONSIN
Phone: 262-799-4400
Fax: 262-799-4401

NORTH
GRAPHIC SCALE: 1"=100'

SETBACK TABLE

15' BUILDING TO BUILDING
27' FROM BACK OF CURB
10' FROM INRA (Included Natural Resource Area)
20' FROM PROPERTY BOUNDARY

NOTES:
BOUNDARIES ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, STATE ZONE (NAD-83), IN WHICH THE MERIDIAN LINE OF THE S.W. 1/4 OF SECTION 34, TOWN 8 NORTH, RANGE 18 EAST, BEARS N89°54'10"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:

Lot 1 of Certified Survey Map No. _____ recorded on Document No. _____ in the Public Records Office of Waukesha County, Wisconsin, is hereby re-platted as follows: Section 34, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, DEBORAH L. JOARS, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary line and the location of the units and improvements constructed or to be constructed upon the property.
This Condominium Plat is a correct representation of "MANAGE TRAILS CONDOMINIUM" and the common elements and limited common elements of the same as shown on the Condominium Plat as 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 Description.
Dated this 4th day of JUNE, 2020.

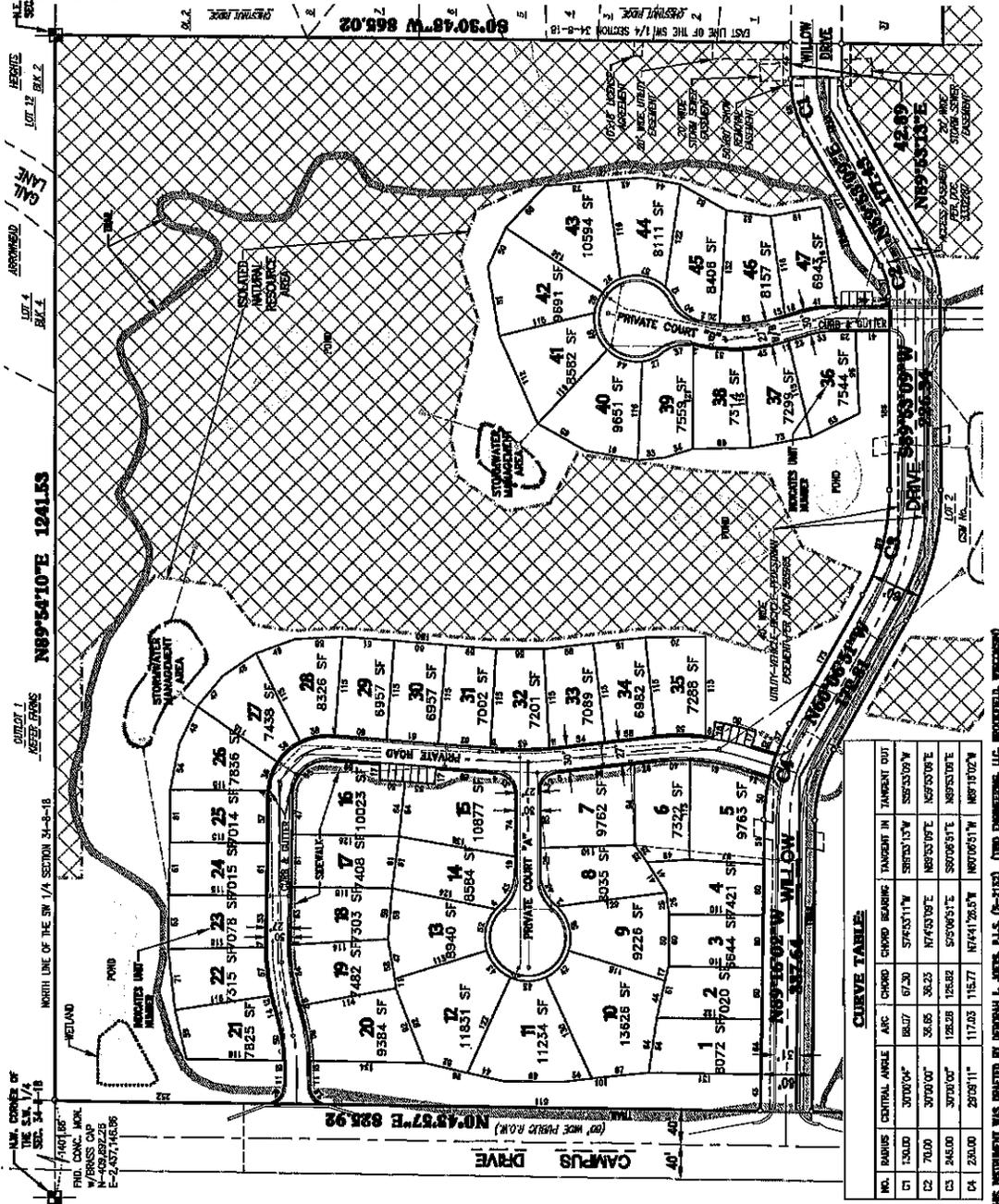


Deborah L. Joars, P.L.S.
Professional Land Surveyor S-2132

ALL CORNERS S.W. 1/4 SECTION 34-18
NORTH LINE OF THE SW 1/4 SECTION 34-18
SOUTH LINE OF THE SW 1/4 SECTION 34-18
SOUTH ZONE
PROJ. CONC. INCL. N-493,867.74
V-BRASS CAP E-2,493,788.78

OUTLET 1
METER TRANS
N89°54'10"E 1241.55

N.W. CORNER OF S.W. 1/4 SECTION 34-18
FRONT CORNER OF S.W. 1/4 SECTION 34-18
PROJ. CONC. INCL. N-493,867.74
V-BRASS CAP E-2,493,788.78



CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	130.00	307°03'04"	86.07	67.20	S74°53'11"W	S87°03'13"W	S85°53'09"W
C2	70.00	307°03'00"	36.05	36.33	N74°53'09"E	N87°03'09"E	N87°03'09"E
C3	245.00	307°03'00"	128.38	126.82	S25°06'51"E	S87°06'51"E	N87°03'09"E
C4	230.00	201°08'11"	117.03	115.77	N74°41'26.5"W	N87°06'51"W	N87°03'09"W

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOARS, P.L.S. (S-2132), (TRIO ENGINEERS, LLC, WAUKESHA, WISCONSIN)

**BY-LAWS
OF
PARADISE TRAILS
CONDOMINIUM ASSOCIATION, INC.**

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**BY-LAWS
OF
PARADISE TRAILS
CONDOMINIUM ASSOCIATION, INC.**

ARTICLE 1

Name and Purpose

Pursuant to the Articles of Incorporation of PARADISE TRAILS CONDOMINIUM ASSOCIATION, INC., and the Condominium Declaration for Paradise 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 PARADISE 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 Paradise 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 seventy-five percent (75%) of the percentage interest in the Common Elements to purchasers. Prior to the conveyance of seventy-five percent (75%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. Not later than thirty (30) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners.

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

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

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

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

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

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

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

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

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

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

3.9 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) Directors on twenty-four (24) hours prior

written notice to each Director, given personally or by mail, or email, or facsimile transmission, which notice shall state the time, place and purpose of the meeting.

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

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

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

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

ARTICLE IV

OFFICERS

4.1 Designation, Election and Removal. The principal Officers of the Board of Directors shall be a President, Vice-President, and Secretary/Treasurer, to be elected annually by the Board of Directors, and such other Officers as the Board of Directors may from time to time by resolution create. At any meeting of the Board of Directors at which

a quorum is present, and upon the affirmative vote of a majority of the members of the Board of Directors in attendance at such meeting, any Officer may be removed, either with or without cause, and his successor elected. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

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

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

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

4.5 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a Director or Officer of the Association, if such person (a) exercised and used the same degree of care and skill as prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the association

or upon statements made or information furnished by Officers or employees of the association which he or she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights or defenses to which he may be entitled as a matter of law. The Board of Directors may provide Directors' and Officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time, and the premiums on any such insurance shall be a common expense of the Association.

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

ARTICLE V

Declarant Control

Notwithstanding any other provision contained in these By-Laws (other than the provisions of Section 3.1 above), and to the extent not limited or prohibited by applicable law, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and Officers of the Association, to amend these By-Laws and/or the Rules and Regulations of the Association, and/or to have sufficient votes to constitute a majority of all votes until the earlier of: (a) ten (10) years after the first sale of a unit in Paradise Trails Condominium by Declarant, (b) thirty (30) days after the conveyance of one hundred percent (100%) of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Condominium Ownership Act of Wisconsin. Each owner of a condominium unit in Paradise 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 and exterior 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. 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. 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 sidewalks 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 Common Element 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 Paradise 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 Paradise Trails Condominium may lease their units on whatever terms and conditions they may wish, provided that in each instance the following terms and conditions are met:

- The lease must be in writing, signed by the owner and the tenant.
- The lease must be for a period of no less than one hundred eighty (180) consecutive days.

- The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Laws, and all Rules and Regulations of the Association.
- Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant, and the term of the lease.
- Such other requirements as are set forth in the Declaration.

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

(e) Pet Rules and Regulations.

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

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

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

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

(5) Housing. Exterior pens or cages are not allowed. Pets shall not be left outside unattended in Paradise 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) 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.

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

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

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

(h) Signs. No sign of any kind shall be displayed to the public view on or from any unit or the Common Elements, without the prior consent of the Association. The Association

may establish Rules and Regulations for the size and placement of "For Sale" and "For Rent" signs. This provision shall not prohibit Declarant from erecting signs to expedite the sale of its units.

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

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

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

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

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

(3) Junked, inoperative or unlicensed vehicles.

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

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

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

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

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

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

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

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

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

(s) Enforcement. The Declaration, these By-Laws and the Rules and Regulations as may be adopted by the Association from time to time may be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines in such amounts as may be enacted from time to time as a part of the Rules and Regulations to be charges and

assessed against the owners of units who violate or whose guests or unit occupants violate these provisions or the rules and regulations. Such fines shall be charged and assessed against the subject unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefore.

ARTICLE IX

General

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

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

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

ARTICLE X

Amendments

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

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

ARTICLE XI

Miscellaneous

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

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

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

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

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

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

ARTICLE XII

Liability and Indemnity

12.1. General Scope and Definitions.

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

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

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

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

12.2. Mandatory Indemnification.

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

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

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

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

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

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

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

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

12.5. Partial Indemnification.

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

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

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

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

12.7. Limited Liability of Directors and Officers.

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

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

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

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

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

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

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

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

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

These Bylaws were adopted by the unanimous consent of all of the directors on the _____ day of _____, 2020.

Secretary/Treasurer

Paradise Trails

Condominium Declarations

**DECLARATION OF CONDOMINIUM FOR
PARADISE TRAILS CONDOMINIUM**

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**DECLARATION OF CONDOMINIUM
FOR
PARADISE TRAILS CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM FOR PARADISE 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 Paradise 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 **PARADISE 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) "**ACC**" shall mean the Architectural Control Board as established by the Declarant.
- (c) "**ASSOCIATION**" shall mean and refer to **PARADISE TRAILS CONDOMINIUM ASSOCIATION, INC.** a corporation formed

under the Non-Stock Corporation Statute, Chapter 181, Wis. Stats, its successors and assigns.

- (d) "**BUILDING**" shall mean any freestanding structure constructed or to be constructed upon the Property containing Units.
- (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 Paradise 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 Condominium 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 UNIT IDENTIFICATION. Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Condominium 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**.

5.2 DESCRIPTION OF UNITS.

(a) The Initial Condominium shall consist of thirty-five (35) units (individually, a "Unit" and collectively, the "Units"). Units are identified by number as indicated on the Condominium Plat. Each Unit and common area to which it has access are shown on the Condominium Plat.

(b) Each Unit shall consist of a cubicle of air enclosed within the exterior boundaries described as follows:

(i) The vertical or perimetrical boundaries of the Unit shall be the planes of the Unit boundaries shown on the Condominium Plat, extended in each case to an intersection with the upper and lower boundaries.

(ii) The lower boundary of the Unit shall be parallel to, and extending 25 feet below the horizontal plane of the surface of the Land within, and perpendicular to, the vertical boundaries.

(iii) The upper boundary of the Unit shall be parallel to, and extending 100 feet above, the horizontal plane of the surface of the Land within, and perpendicular to, the vertical boundaries.

(c) If any portion of the common elements or limited common elements (as hereinafter defined) shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the common or limited common elements as a result of the duly authorized construction, reconstruction or repair of any improvements or as a result of settling or shifting of any improvements, a valid easement for the encroachment and for its maintenance shall exist so long as the improvements, common or limited elements exist.

5.3 **DECLARANT'S RIGHT TO CHANGE PLANS.** Declarant reserves the right to change, without the approval of the Unit Owners or the 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 Condominium 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. 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 Condominium Plat and described in **Exhibit C**.

(b) the maximum number of Units in the Condominium as expanded will not exceed 47.

(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 Condominium 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, 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 use 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, Assessment 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 include all of the Condominium except its Units and shall include, but not be limited to, the following: the private roadways located on the Land, all access easements that provide access to the Land, the retention ponds and other storm water management improvements serving the Land, and all other utilities serving the Land. By way of explanation but not by way of limitation, the common elements shall include:

(a) Private Roadways (Private Driveways) as depicted and described on the Condominium Plat recorded on _____, as Document No. _____;

(b) The land that is subject to the Stormwater Maintenance Agreement recorded on _____, as Document No. _____;

The common elements shall be operated, repaired and maintained by and at the expense of Paradise Trails Condominium Association, Inc. (the "Association"), except as otherwise provided in this Declaration or the By-Laws of the Association.

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 and/or on the Condominium Plat, The following common elements are designated as limited common elements and are assigned to and limited to the use of Units as follows (the "limited common elements"):

(a) the land immediately adjacent to the lower boundary of each Unit and located within the vertical boundaries of each Unit as shown on the Condominium Plat; and

(b) a permanent exclusive easement to construct and install footings, foundations, underground utilities and similar underground improvements reasonably necessary to construct and occupy a single-family residence within the Unit.

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 alternations, 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.

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 Paradise 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 seventy-five percent (75%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 10.3 and this Section 10.4, the percentage of Common Element interest conveyed shall be calculated based on the percentage of undivided interest pertaining to each Unit conveyed, assuming that all Units Declarant has the right 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 (including but not limited to the Clubhouse) 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 no less than ninety (90) days. 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 one hundred eighty (180) days; 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 Units, 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. No more than two (2) vehicles shall be parked on a driveway, except multiple vehicles may be parked on a driveway on a temporary, short-term basis when several guests may be visiting a Unit at one time. In no case may a

vehicle be parked outside of a garage and not moved for more than three (3) consecutive days.

(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 may not be placed on any building. Satellite dishes may be placed on the Buildings or 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, including those items set forth in Section 5.3 and all of the equipment, fixtures and appurtenances, located on or upon the Unit and the Limited Common Elements, 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. 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, 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 his 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 and maintenance of the Buildings, including, the exterior walls and roofs, parking, 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, 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 the common element improvements, including, without limitation, private roadways serving the Condominium are destroyed or damaged, action by the Association by vote of 100% of all Unit owners taken within

90 days after such damage or destruction shall be necessary to determine not to repair or reconstruct the common element improvements.

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 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 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 Assessment. 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 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, water usage, insurance, management services, landscaping, the clubhouse, 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 them self from any Assessment 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 annual or special assessments or underestimation of same; and (c) unusual or unpredicted costs including but not limited to the cost of collecting annual or special 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 or 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 Assessment. Both Annual 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 annual 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 Washington County, Wisconsin, Register of Deeds Office, prior to the making of such Assessment, 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 Assessment;
- (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 Assessment. 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 Assessment or installment 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 assessment is not paid.) All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment 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 assessment becomes delinquent, the privilege of paying such assessment in installments may, at the option of the Association, be terminated and, if such delinquent installment be of an annual assessment, the entire annual 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 assessment 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. No sale or transfer pursuant to foreclosure shall relieve such Unit from liability for any Assessments which thereafter become due or from the lien thereof.

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.

15.15 Association Dues on Unbuilt Units. In the event units are created but no construction has occurred on these pads, association dues are not payable for the first twelve months after the creation of the vacant unit. In the event construction has not completed within twelve months, and to acknowledge the reduced cost burden associated with unbuilt units, special provision is made to assess the owners of these vacant pads thirty-five percent of the dues

assessed on the remaining units. This special provision shall not apply to the Declarant if the Declarant instead opts to fund association shortfalls.

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 Units, Common Elements and Limited Common Elements and facilities.

18.2 Construction Easement. Notwithstanding anything to the contrary in this Declaration, the Condominium 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 the Clubhouse Building or 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 Condominium Plat for Paradise 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 Paradise 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 Paradise 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 C**. 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 Paradise Trails Condominium by expansion of the Condominium, Declarant hereby grants to Paradise 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 Paradise Trails Condominium. A separate document titled "Paradise Trails 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. 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 Unit, 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 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. 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.

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.

19.3 Building and Use Restrictions.

(a) The Units shall be used solely for single family residential purposes. One single family residence may be constructed within each Unit, in accordance with the building standards and restrictions set forth in this Section. A Unit shall not be used for any commercial purpose, except home offices and occupations as permitted by the By-Laws.

(b) All buildings, structures and improvements constructed or installed within a Unit, other than a driveway extending to the private road located within the common elements, shall be located within the Building Site for such Unit as shown on the Condominium Plat. The owner of the Unit shall have the right to modify and/or relocate the Building Site within any Unit, as shown on the Condominium Plat, provided the Building Site maintains a minimum setback from any abutting street curb or right-of-way of 27 feet, a side yard setback of 7.5 feet, and a rear yard or INRA/UCO setback of 10 feet. The Unit owner shall record an amendment to the Condominium Plat to show any revisions to the Building Site within any Unit.

(c) No building or improvements shall be constructed, erected or placed within a Unit without the prior determination by the Board of Directors of the Association that the building or improvements comply with the building standards and restrictions set forth in this Section. All single family residences constructed within a Unit shall be subject to the following standards and restrictions:

(i) Only one single-family home building not to exceed two stories in height may be constructed within each Unit. The following types of buildings within Units shall have the following minimum sizes:

HOME TYPE:	MINIMUM SIZE:
One story	1,600 square feet
More than one story	1,800 square feet

For purposes hereof, "more than one story" includes homes referred to as one and a half story, two-story, split level or bi-level. The type of home and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

(ii) All residences shall be sided with vinyl, cedar, cement board siding, stone, brick or stucco. Fascia and soffit may be aluminum. Window and door wraps shall be at least four inch (4") nominal in width and used on all locations except on windows with shutters. All corners shall be six inch (6") trim boards. Front Elevation should contain at least one prominent architectural feature such as a front porch or a minimum of 100 square feet of stone or brick accent material. Stone or brick must terminate at an inside corner or have an acceptable termination point, as determined by the ACC. Side elevations of homes shall require a minimum of two (2) architectural elements for each ranch elevation and three (3) architectural elements for each two-story elevation. Architectural elements shall include any window, door, closed shutter (false window), typon, horizontal trim, or break in elevation or foundation.

The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a home because such home would be similar in appearance, or color, to other homes in close proximity, as determined by the ACC.

(iii) Garages. Each residence shall have a garage for not less than two cars attached to the residence containing a minimum of 440 square feet. All garage doors facing the street shall be decorative garage doors (raised panels shall not be considered decorative) with either glass inserts or have architectural design such as carriage style or similar. The Garage front shall not protrude more than four feet forward of the main building, and if the garage front protrudes it shall be matched in depth with some architectural detail of the main building.

(iv) Driveways. All drives shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than twelve (12) months from occupancy. No permanent gravel drive will be permitted.

(v) Curbing & Roadways. Unit Owner shall be responsible for repairing and/or replacing any curbing damaged during construction of the home. Damaged curbing shall be removed and replaced per municipal requirements as part of the driveway installation if allowed by the Municipality. The Declarant is responsible for placing the surface course of asphalt on the public roadways; the Lot Owner is hereby notified that it may occur after the structure is built on the Lot. Prior to installing the surface course of paving, the Municipality will inspect the roadways and curbing, if the Declarant is notified by the Municipality that curbing needs replacement, the owner of the Lot shall be responsible for costs associated with the replacement of the damaged curbing.

(vi) A residence shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 6:12, 8:12 for front facing gables, or such other pitch as is specifically approved by the ACC. "3-tab" shingles shall not be allowed.

(vii) At the time of construction of a single family residence, the owner shall install, at the owner's expense, one (1) outdoor electric lamppost (the design and quality of which shall be specified by the Association), with an unswitched photo-electric cell, at a location on the Unit deemed appropriate by the Association, in the Association's discretion. The lamppost shall be maintained by the owner, at the owner's expense;

(viii) Cluster Box Units ("CBU"). The United States Postal Service requires the use of Cluster Box Units ("CBUs") within the condominium. At each unit closing, Buyer will pay a \$450.00 fee to cover the costs of installation of the CBUs for the condominium. The Association shall be responsible for all costs associated with the CBUs, including contracting and payment for the materials and installation. The Association will be responsible for coordinating maintenance and repairs of the CBUs along with initial distribution of the mailbox keys to the initial Unit owners. The Association will be responsible for providing a clear path free of snow or debris to the CBUs for the mail delivery carrier and residents. Upon the initial request from an Owner, the Association shall turn over all of the mailbox keys for that respective unit to the initial Owner in exchange for a signed agreement from the Owner. In the event keys are damaged, lost or not transferred to subsequent Owners; the current Owner shall have sole responsibility for coordinating obtaining keys to their box in the CBU and payment of all costs incurred.

(ix) No soil shall be removed from any Unit without the prior consent of the Association or its duly appointed agent. Any excess soil resulting from excavations shall be transported, at the Unit owner's expense, away from the Land or to such other areas of the Land or such other property as may be designated by the Association. The grading of any Unit shall substantially conform to the intent of the approved Master Grading Plan on file at the Town of Waukesha; and

(x) Within six (6) months from the substantial completion of the development of a single family residence on the Unit, the owner of the Unit shall plant at least one (1) tree with a minimum two inch (2") trunk diameter at grade along the street right-of-way of such Units in such locations as are specified by the Association. Additionally, each Unit must plant and maintain a minimum of one (1) – 2" caliper ornamental tree located in the front yard and a minimum of twelve (12) foundation plantings and mulched bed along the front foundation wall.

(xi) No outbuildings, above ground swimming pools, tennis courts, or satellite dish antennas greater than 24 inches in diameter shall be permitted on any Unit. All satellite dish antennas under 24 inches in diameter must be screened from the roadway and the view of the other Units by landscaping or other screening acceptable to the Association.

(xii) Alternative Energy. No solar collectors, wind turbines, or other exterior energy producing devices shall be erected or installed unless approved by the ACC.

(xiii) Dog Kennels. Dog kennels shall not be allowed on any Unit even one would otherwise be permitted by Municipal ordinance or code.

(xiv) Play Equipment. If an Owner chooses to install a play set of any size, whether temporary or permanent, said playground equipment must be approved in advance by the ACC and conform to Municipal codes and ordinances. Play equipment shall be located a minimum of ten feet (10') away from any property lines.

(xv) All utility lines, pipes and conduits bringing service to the improvements located within a Unit and, to the extent possible, all utility lines, pipes and conduits bringing utility services to the Condominium shall be located underground.

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

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

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

20.1.2 Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or

20.1.3 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:

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

20.5.2 Any 60-day delinquency in the payment of assessments or charges owned by the Owner of any Unit on which it holds the mortgage;

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

20.5.4 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.

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 assessment responsibility.

22. CONDEMNATION

In the event of a "taking under the power of eminent domain" as defined in the Act, the Association shall proceed with rebuilding, relocation or restoration and/or an allocation of any award as provided in the By-laws or, if not provided for in the By-laws, in the Act. In any event, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to such an extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having 75% or more of the vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest and shall be distributed in accordance with the priority of interests in each Unit. A taking of all or part of a Unit may not include any of the Percentage Interests or vote appurtenant to the Unit. The Owner of each Unit taken shall have the individual right of appeal of the necessity of taking and of the condemnation award made for the taking. The Association shall have the right of appeal of the necessity of taking of the Common Elements and the right of appeal of the condemnation award made for the taking of the Common Elements. An appeal by the Association shall be binding upon the Unit Owners for the necessity of taking or the condemnation award made for the taking of the Common Elements. Unit Owners having an interest in the ownership of Limited Common Elements may individually or as a group appeal the necessity of taking or the condemnation award made for the taking of the Limited Common Elements. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty damage to the Condominium or eminent domain proceedings which involve the Condominium.

23. Construction Obligation and Repurchase Rights

Construction Obligation:

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

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

If after commencing construction work on any Building Pad, construction ceases for a period of one hundred eight (180) consecutive days at any time before the substantial completion of construction as provided in Owner's approved plans ("Cessation of Construction"), the Declarant shall each have the option to repurchase the Building Pad from the Owner at any time prior to obtaining an occupancy permit (the "Construction Option"). To exercise the Construction Option, the Declarant shall provide written Notice as described above. Repurchase shall occur within sixty (60) days after delivery of the Notice on the date specified in the Notice. "Substantial completion of construction" means that construction has been completed to a point that a certificate of occupancy could be obtained.

If Owner does not complete construction of the improvements as described in the approved plans and obtain an occupancy permit for the improvements within two (2) years after the date of closing of Owner's purchase of the Building Pad from Declarant the Declarant shall have an option to repurchase the Building Pad from the Owner (the "Completion Option") at any time thereafter but prior to obtaining an occupancy permit. To exercise the Completion Option, the Declarant shall provide written Notice as described above. Repurchase shall occur within sixty (60) days after deliver of the Notice on the date specified in the Notice.

Terms of Repurchase:

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

premium. Owner shall provide the party exercising the option with a title insurance policy for the full amount of Owner's purchase price.

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

24. GENERAL PROVISIONS.

24.1 Enforcement & Restriction Precedence. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-laws and Rules and Regulations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all applicable rules, codes, regulations, and ordinances of the Village of Germantown, Washington 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. Steve DeCleene is hereby appointed by Declarant as the registered agent for the condominium. The address of said registered agent is: N27 W24025 Paul Court, 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.

EXHIBIT A
LEGAL DESCRIPTION OF PARADISE TRAILS CONDOMINIUM



EXHIBIT C

PARADISE TRAILS CONDOMINIUM PLAT

(See Attached)

Please note that the attached Condominium Plat may not be sufficiently legible due to size.



EXHIBIT D

**UNIT ADDRESSES FOR
PARADISE TRAILS CONDOMINIUM**

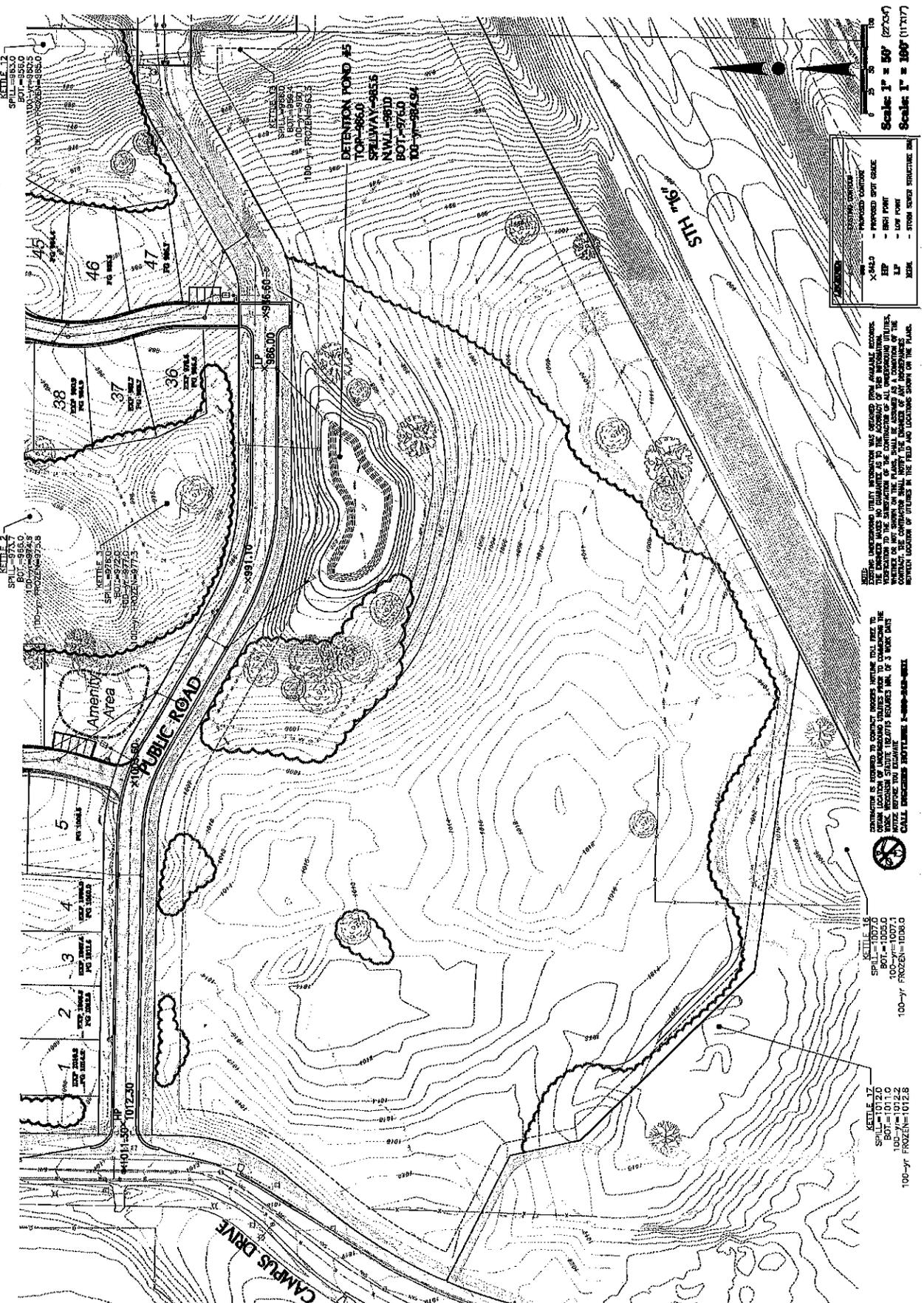
Unit #	Address





RESIDENTIAL DEVELOPMENT
PROJECT: "EAST 50 ACRES"
 LAKE COUNTRY LUTHERAN LAND
 VILLAGE OF HARTLAND, WISCONSIN
 BY: NEUMANN DEVELOPMENTS, INC.
 PERMITS: N274426 PALM COURT, SUITE 100
 PERMITS: WI 83072

DATE: JUNE 5, 2020
 JOB NUMBER: 19023-988
 DESCRIPTION: GRADING PLAN - SOUTH



LCL Site Plan

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 100-yr FROZEN=1012.5

KETTLE 17
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KETTLE 18
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 100-yr FROZEN=1012.5

KETTLE 19
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KETTLE 50
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 100-yr FROZEN=1012.5



June 4, 2020

Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

Dear Plan Commission,

We are excited to be submitting for consideration our request to re-zone lands east of Campus Drive in Hartland for the purposes of a single family condominium development. Neumann Developments Inc. has been creating single-family residential subdivisions in South-Eastern and South-Central Wisconsin since the year 2000 and has had the proud distinction to have their communities selected for the Metropolitan Builders Association Parade of Homes in seven of the past nine years. Since the year 2000, Neumann Developments has developed over 4000 home sites, built over 40 miles of roads, and preserved over 2000 acres of land. We look forward to the opportunity to bring another great neighborhood to the Village of Hartland.

The land we are proposing for development includes the northern portion of tax key HAV0423981 and is located north of STH 16, East of Campus Drive and Lake Country Lutheran High School, West of residential development on Willow Drive, and south of residential lands in the Town of Merton. Historically, these lands have been used for agriculture and for the past several decades have been left fallow. Currently, sewer and water extensions have been run through the center of the lands connecting Campus Drive to Willow Drive. Additionally, there is a trail system that runs around the area that the current owner has allowed neighbors as well as the various nearby school districts to use. Our proposed development would re-route some of these trails and permanently preserve them through easements for the benefit of the public use.

In 2019, the Village revised and approved a new comprehensive plan and Smart Growth map. The included exhibits and proposed zoning changes are consistent with the vision laid out for this area in the Comprehensive Plan for the Village of Hartland. The proposed development respects the boundary of the Isolated Natural Resource Area (INRA) on the property as previously discussed and agreed upon by SEWRPC and the Village. Through the rezoning process, this boundary can be protected by including it in an Upland Conservancy Overlay (UCO) as is described in the Village's zoning ordinance.

At the time of this re-zoning request wetlands have been delineated and confirmed by the DNR. The limited wetland areas included on the site will be avoided with this proposed development. Additionally, per the Village's ordinance a tree inventory survey was conducted of species with a DBH greater than 6". Exhibits showing the full inventory of trees as well as those intended to be preserved accompanies this submittal.

The northern portion of the site identified as Area A on the attached Rezoning Exhibit is currently identified as Low/Medium Density Residential on the Village of Hartland Comprehensive Plan's Future Land Use map. We are proposing single family condominium homes with RS-5 PUD zoning on this parcel. The RS-5 zoning is consistent with the existing residential in the adjacent lands to the east in the Village. We are proposing a PUD overlay to develop this parcel as a condominium and design an urban style clustered community preserving more adjacent open space. Clustering the homes will allow us to keep as much of the existing wooded areas along the west and northern portions of the property.

NEUMANN DEVELOPMENTS, INC. * N27 W24025 PAUL CT. SUITE 100 * PEWAUKEE, WI 53072
262-542-9200 * FAX: 262-349-9324 * NEUMANNDEVELOPMENTSINC.COM

Re-Zoning Letter



Zoning details include:

Proposed Zoning: RS-5 PUD
Total Area: 27.435 acres
INRA (UCO) Area: 11.018 acres
R.O.W. Dedication: 1.75 Acres
Net Area: 14.667 acres
Maximum Density: 88 units (5.4 units/net acre) – 148 units with density transfer from UCO
Proposed Density: 47 units (3.20 units/net acre)

Setbacks: 15 feet between buildings
27 feet from back of curb
10 feet from INRA
20 feet from Area A boundaries

We are proposing the streets and utilities in Area A to be private infrastructure. We envision this condominium of single family homes to be designed with a neo-traditional urban style feel appealing to first time home buyers and downsizers. An additional amenity area with a tot lot style play structure is proposed for the development. The development will be established with a condominium association responsible for architectural oversight, enforcement, budget, and management of neighborhood common and private elements. Units and limited common elements would be maintained by the homeowner.

The total area to be included in the PUD is the full 27.435 acres included in Area A. As proposed the project preserves 11.018 acres of open space. This development would connect to municipal sewer and water service currently located adjacent to the property.

The proposed development costs are estimated at three 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 \$399,000 and \$500,000. Upon completion the development will add an estimated \$19-\$24 million dollars in tax base to the Village of Hartland.

If approved the commencement of development work is anticipated to be Summer of 2020. 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 and we feel it provides a housing option that will benefit the Village for many years to come.

Thank you for your consideration of this proposed project.

Sincerely,

Bryan Lindgren

Bryan Lindgren
Neumann Developments Inc

NEUMANN DEVELOPMENTS, INC. * N27 W24025 PAUL CT. SUITE 100 * PEWAUKEE, WI 53072
262-542-9200 * FAX: 262-349-9324 * NEUMANNDEVELOPMENTSINC.COM

REZONING EXHIBIT "A"

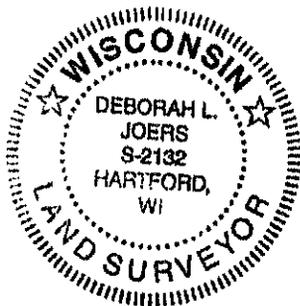
LEGAL DESCRIPTION of lands to be REZONED to RS-5 (PUD):

All that part of the Northeast 1/4 of the Southwest 1/4 of Section 34 Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Beginning at the Northeast Corner of the said Southwest 1/4 of said Section 34; Thence South 00°30'48" West and along the East line of the said Southwest 1/4 Section, 865.02 feet to a point; Thence South 89°53'13" West, 40.00 feet to a point; Thence South 00°30'48" West, 60.00 feet to a point; Thence South 89°53'13" West, 2.23 feet to a point of curvature; Thence Southwesterly 36.65 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 70.00 feet, whose central angle is 30°00'04", and whose chord bears South 74°53'11" West, 36.24 feet to a point of tangency; Thence South 59°53'09" West, 177.43 feet to a point of curvature; Thence Southwesterly 68.07 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 130.00 feet, whose central angle is 30°00'00", and whose chord bears South 74°53'09" West, 67.29 feet to a point of tangency; Thence South 89°53'09" West, 226.34 feet to a point of curvature; Thence Northwesterly 159.70 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 305.00 feet, whose central angle is 30°00'00", and whose chord bears North 75°06'51" West, 157.88 feet to a point of tangency; Thence North 60°06'51" West, 172.81 feet to a point of curvature; Thence Northwesterly 86.50 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 170.00 feet, whose central angle is 29°09'11", and whose chord bears North 74°41'26" West, 85.57 feet to a point of tangency; Thence North 89°16'02" West, 337.64 feet to a point on the said East Right-of-Way line of "Campus Drive"; Thence North 00°43'57" East and along said East Right-of-Way line, 885.92 feet to a point on the North line of said Southwest 1/4 Section; Thence North 89°54'10" East along said North line, 1241.53 feet to the point of beginning of this description.

Said Parcel contains 1,195,068 Square Feet (or 27.4350 Acres) of land, more or less.

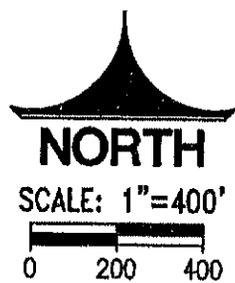
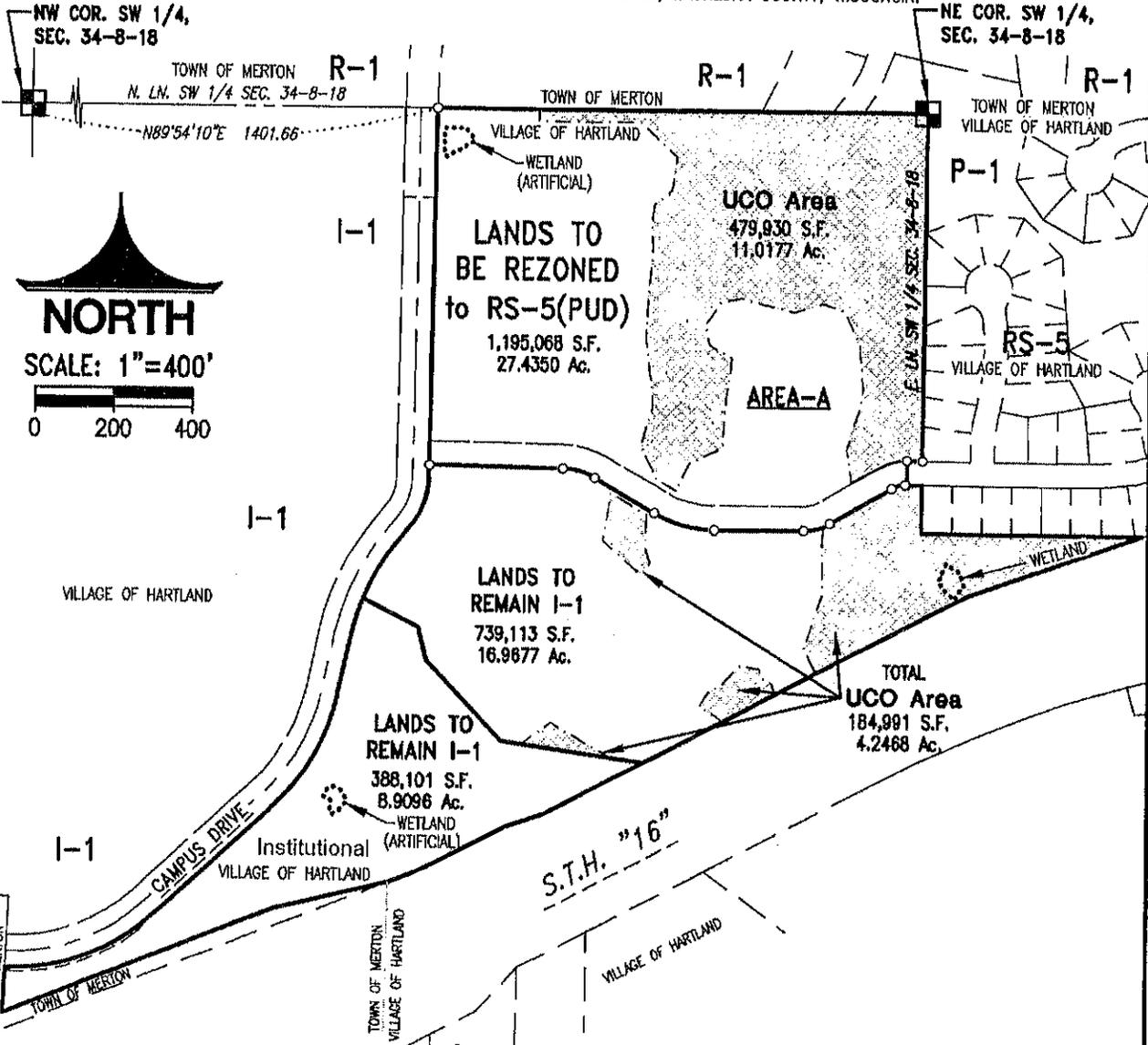
Date: 6/05/2020



Deborah L. Joers, P.L.S.
Professional Land Surveyor, S-2132
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

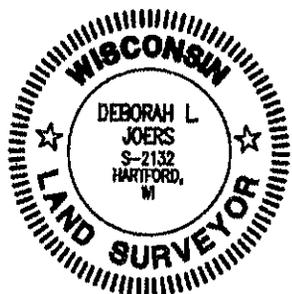
REZONING EXHIBIT "A"

BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.



WETLAND PER HEARTLAND ECOLOGICAL GROUP INC

LAND AREA SUMMARY	
AREA-A	RS-5 (PUD)
TOTAL AREA=	1,195,068 S.F. (27.4350 Ac.)
UCO AREA=	479,930 S.F. (11.0177 Ac.)
NET AREA=	715,138 S.F. (16.4173 Ac.)



4100 N. CALHOUN ROAD
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

THIS EXHIBIT WAS PREPARED BY DEBORAH L. JOERS, P.L.S. (S-2132)

DATE: 6-05-20

C:\Users\jfoers\computer\Documents\Debs Work\Lake County Lutheran\REZONING EXHIBIT

PLANNED UNIT DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF HARTLAND

AND

LAKE COUNTRY LUTHERAN

[INSERT DATE]

LAKE COUNTRY LUTHERAN

PLANNED UNIT DEVELOPMENT AGREEMENT

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THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of the ____ day of _____ 2020, by and between LAKE COUNTRY LUTHERAN OR ASSIGN upon approval of the Village hereafter, (the “Developer”) and the VILLAGE OF HARTLAND, a Wisconsin Municipality, (the “Village”).

RECITALS

- A. Developer is the owner of approximately 27.435 acres of real property located in the Village and legally described on Exhibit A attached hereto (the “Site”) and desires to develop it for single-family residential purposes with condominium ownership (the “Project”).
- B. Developer desires to develop 47 single-family residences under condominium ownership in one (1) phase as generally depicted on Exhibit B (Site Plan) and requested zoning and development permission.
- C. Upon consideration of a conceptual plan for the proposed development, it was determined by the Plan Commission and Village Board that a total site density of not more than 47 residential units was consistent with the general density requirements of the low density cluster development land use as described in the Village of Hartland Comprehensive Development Plan: 2035.
- D. In order to preserve portions of an Isolated Natural Resources Area (INRA) within the Site, the Village and the Developer have agreed to cluster the improvements on the Site and that the Developer create or improve certain trail areas within the INRA and dedicate same to the Village as amenities accessible to the general public and therefore, certain requirements of the Zoning Code will be adjusted via PUD Zoning.
- E. Upon Execution of this Agreement, the Site has zoned to RS-5 Residential Single-Family District with both Planned Unit Development (PUD) and Upland Conservancy Overlay Districts as shown in the attached Exhibit C to facilitate the proposed residential use.
- F. The Developer submitted a proposed Preliminary Condominium Plat for development of the Project within the Village of Hartland, a copy of which is attached hereto as Exhibit D (the “Proposed Condominium Plat”), which was considered by the Plan Commission and recommended for approval as amended on INSERT _____ DATE

37 subject to representations made during the consideration process by the Developer, final
38 approval of the engineering by Village Staff, and execution of this Planned Unit
39 Development Agreement.

40

41 G. Developer will submit for approval by the Village a Certified Survey Map along with a Final
42 Condominium Plat for the Site in substantial conformance with the approved Proposed
43 Condominium Plat and reflecting final engineering of the Site and said Certified Survey Map
44 and Final Condominium Plat will be considered by the Board of Trustees in accordance with
45 State Law.

46

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

52

53 I. The Village Board has duly approved Developer’s plans and specifications for the Project,
54 conditioned upon Developer’s entry into this Agreement.

55

56 J. Developer agrees to develop the Site as herein described in strict accordance with this
57 Agreement.

58 FINDINGS

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

61 A. The proposed site will be provided with adequate drainage facilities for surface water and
62 storm water conditioned on the Developer completing the design in accordance with Village
63 ordinances and subject to Village Engineer approval.

64

65 B. The proposed site will be accessible from public roads [**whose length and connectivity with**
66 **other public roads will be the subject of a final determination by the Board of Trustees**
67 **after a separate public hearing to be held for that purpose]** and private roads that are
68 adequate to carry the traffic that can be expected to be generated by the proposed
69 development conditioned on development of private and public roads within the site and
70 proper development-related improvements on the adjacent Village road if deemed necessary
71 by the Village.

72

- 73 C. No undue constraint or burden will be imposed on public services and facilities, such as fire
74 and police protection, street maintenance, water, sanitary sewer and storm drainage, and
75 maintenance of public areas by the proposed development.
76
- 77 D. The streets and driveways on the site of the proposed development will be adequate to serve
78 the residents of the proposed development and will meet the minimum standards of all
79 applicable ordinances or administrative regulations of the Village.
80
- 81 E. Centralized public water and sewer facilities will be provided.
82
- 83 F. The entire Site to be included in this Planned Unit Development Overlay District will be held
84 under single ownership during development.
85
- 86 G. The locations of entrances and exits have been designated to prevent unnecessary
87 interference with the safe and efficient movement of traffic on surrounding streets, and the
88 development will not create an unreasonable adverse effect upon the general traffic pattern of
89 the surrounding neighborhood. Insofar as is practicable, consolidation of driveways, parking,
90 and curb cuts and connection driveways between properties, where appropriate, will be
91 provided to enhance safety and provide more efficient and economical access and parking.
92
- 93 H. The size, quality and design of all buildings, landscaping and other site development features
94 in the Project will be compatible with the general character of the Village and specifically to
95 the surrounding neighborhood, and the design of the development will result in an attractive
96 and harmonious development compatible with and not adversely affecting the property
97 values of the surrounding neighborhood conditioned on final Architectural Board approval of
98 the proposed façades.
99
- 100 I. Such Project will create an attractive residential environment of sustained desirability and
101 economic stability, including structures in relation to terrain, consideration of safe pedestrian
102 flow, ready access to recreation space, and coordination with overall plans for the
103 community.
104
- 105 J. The total net residential density within the Planned Unit Development Overlay District is
106 compatible with the Village of Hartland Comprehensive Development Plan: 2035. The total
107 net density is also consistent with and does not exceed the density of development permitted
108 in the underlying basic use zoning district.
109
- 110 K. Structure types will be compatible with other structural types permitted in the underlying
111 basic use district.
112

- 113 L. Provision has been made for the installation of adequate public facilities and the continuing
114 maintenance and operation of such facilities.
115
- 116 M. Provision has been made for adequate, continuing fire and police protection.
117
- 118 N. The population density of the development will not have an adverse effect upon the
119 community's capacity to provide needed school or other municipal service facilities.
120
- 121 O. Adequate guarantee is provided for permanent preservation of open space areas conditioned
122 on the zoning of the Isolated Natural Resource Area under Upland Conservancy Overlay
123 District and that no other development will occur except that which is approved herein.
124
- 125 P. The care and maintenance of private open space is ensured by establishment of an
126 appropriate management organization for the Project conditioned on the establishment of an
127 incorporated homeowners' association that will be charged with the care and maintenance of
128 said open space.
129
- 130 Q. Ownership and tax liability of private open space reservation areas shall be established in a
131 manner acceptable to the village.
132
- 133 R. Clustering of residential development is permitted provided that permanent common open
134 space is set aside so that the overall density of development permitted in the underlying basic
135 zoning district is complied with.

136 NOW, THEREFORE, in consideration of the future granting of final approval of the certified
137 Survey Map and Final Condominium Plat for the Site by the Village, the incorporation of all of
138 the above Recitals, the covenants of the Village set forth herein, and other good and valuable
139 consideration, the receipt and sufficiency of which is hereby acknowledged, Developer does
140 hereby agree to develop the Site as follows:

141 Section I. PUD Requirements

- 142 A. Developer shall comply with this Agreement.
143
- 144 B. The Project shall include not more than forty-seven (47) single family residential units as
145 generally portrayed the Site Plan (Exhibit B).
146
- 147 C. The Project shall at all times comply with the requirements of the RS-5 Single Family
148 Residential District, except as defined below, and the requirements of the UCO - Upland
149 Conservancy Overlay District as that district is mapped on the Site except for initial

150 development work as authorized to accommodate utilities, storm water facilities and path
151 construction.

152

153 D. The following requirements of the RS-5 Single Family Residential District are hereby
154 modified as defined herein:

155

156 a. [????????]46-235 regarding lot area and width is hereby waived and the area
157 devoted to residential units shall be as defined on the Condominium Plat.

158 b. [????????]46-237 regarding yards is hereby waived except that residential units
159 may not be constructed closer than fifteen (15) feet from the Right of Way nor
160 closer than twenty (20) feet from each other.

161 Section II. Improvements.

162 Developer shall prepare the Site and construct the improvements on and off the Site described
163 below (all at Developer’s sole expense) in accordance with the Final Condominium Plat and the
164 plans and specifications attached to this Agreement as exhibits (“Project”).

165 A. Streets.

166 1. Developer shall, at its sole expense, grade, construct and surface public and private
167 streets on and off of the Site as shown on and in accordance with the plans and
168 specifications set forth on Exhibit E.

169 2. Developer shall dedicate and the Village shall accept any public streets on the Site upon
170 approved completion of the second lift of asphalt on such streets as approved by the
171 Village Engineer and DPW Director. Said second lift of asphalt shall be installed on both
172 the public and private roads within fourteen (14) months after installation of the first lift
173 of asphalt unless an extension is authorized by the Village Engineer and DPW Director at
174 their discretion. The Village may at its sole discretion and to the extent feasible, perform
175 snow and ice removal on undedicated public streets after the first lift of asphalt has been
176 installed, including installation of interim inlets and asphalt wedges at the curb/gutter line
177 and around manholes and other infrastructure protrusions in the roadway, and an
178 occupied residence is located in the subdivision. The Developer shall otherwise be
179 responsible for snow and ice removal activities from undedicated and private street(s) and
180 to provide access to the interior of the Site for public safety and utility purposes to the
181 extent not otherwise available.

182 3. Developer shall construct and surface the public streets called for under this Section in
183 one (1) phase as shown on Exhibit E.

184

185 B. Sanitary Sewer.

186 1. Developer shall, at its sole expense, construct, install, and provide a complete sanitary
187 sewage collection system throughout the entire Site and perform in accordance with the

188 plans and specifications set forth on Exhibit E and at no cost to the Village. The
189 construction of the sanitary sewer system required hereunder shall be constructed so as to
190 fully service the Project.

- 191 2. Subject to the provisions of Sections II. and Section IV. of this Agreement and upon
192 completion of the sanitary sewage collection system serving the Site in accordance with
193 the plans and specifications set forth on Exhibit E, Developer shall dedicate only that
194 portion of the sanitary sewage collection system installed within the right of way or
195 easement actually transferred to the Village. The Village reserves the right to limit, or
196 condition the connection of public or private portions of newly installed sanitary sewage
197 collection system to the existing Village sewage collection system.
- 198 3. The Village Board has no obligation to accept dedication of any component of any sewer
199 improvements or to allow the improvements to be connected to the existing Village
200 sewage collection system until the applicable components of the sanitary sewer have been
201 installed in accordance with plans and specifications approved and accepted by the
202 Village as set out in Exhibit E. At its sole expense, Developer shall clean and televise the
203 sewer system prior to its connection to the Village sanitary sewer system and shall
204 provide a written report and DVD copy of the televised inspection thereof.
- 205 4. No occupancy permits shall be processed or issued until the sanitary sewer collection
206 system servicing the Site has been accepted by the Village through dedication or
207 otherwise.

208
209 C. Water.

- 210 1. Developer shall, at its sole expense construct, install, furnish, and provide a completed
211 system of water distribution throughout the entire Project, in accordance with the plans
212 and specifications attached hereto as Exhibit E and including such provisions for
213 connection to future development or expansion of the water system as deemed necessary
214 by the Village. The construction of the municipal water system required hereunder shall
215 be conducted so as to fully service the Project.
- 216 2. Upon completion of the water system serving the Site in accordance with the plans and
217 specifications set forth in Exhibit E, Developer shall dedicate, and the Village shall
218 accept, such segment of the water system, if it deems appropriate and, subject to the
219 terms of this Agreement, allow connection to the Village water system.
- 220 3. The Village Board has no obligation to accept any component of the water distribution
221 system until the applicable component of the water distribution system has been
222 inspected by the Village Engineer and DPW Director and is determined to be installed in
223 accordance with plans and specifications approved by the Village.
- 224 4. No occupancy permits shall be processed or issued until the water distribution system
225 servicing the Site has been dedicated to, and accepted by, the Village.

226
227 D. Storm/Surface Water System & Site Grading.

- 228 1. Developer shall, at its sole expense, construct, install, furnish, and provide facilities for
229 storm and surface water drainage servicing the Site in accordance with the plans and
230 specifications set forth on Exhibit E.
- 231 2. The Village Board shall have no obligation to accept the dedication of the storm/surface
232 water system until the system has been inspected by the Village Engineer/DPW Director
233 and installed in accordance with plans and specifications approved by the Village as set
234 out in Exhibit E.
- 235 3. Developer and the Homeowners Association for the Site provided for in this Agreement
236 shall be jointly and severally responsible for the maintenance of all detention and
237 retention basins and private storm sewer as shown on Exhibit E both before and after
238 completion of said facilities. This includes the responsibility for routinely conducting all
239 dredging and cleaning of detention and retention basins and private storm sewer to assure
240 that they perform adequately. This responsibility shall be recorded in a Storm Water
241 Management Facility Maintenance Agreement with respect to the Site in the form
242 attached hereto as Exhibit F. Developer may, at Developer's sole option, transfer its
243 maintenance obligations for the detention and retention basins to the Homeowners
244 Association at any time after more than twenty-eight (28) condominium homes have been
245 improved and occupied and thereby may be released from all individual obligations under
246 this paragraph provided the Homeowners Association, of which the Developer, as a lot
247 owner, is a member, has been established and is functioning in the normal course of
248 business. In any event, Developer's (but not the Homeowners Association's) obligations
249 under this paragraph shall cease without further action upon the termination of all of
250 Developer's fee simple interests in title to all lots provided the Homeowners Association
251 has been established and is functioning in the normal course of business.
- 252 4. Developer shall, at its sole expense, grade the Site in accordance with the final Master
253 Grading plans and specifications set forth on Exhibit E. Developer will be allowed to
254 deviate up to 6 inches from the Master Grading plans upon completion of interim Site
255 grading for the interior portions of individual lots. Developer shall be required to
256 complete elements of the Master Grading plans related to surface water drainage for
257 individual lots and for the entirety of all Outlots and Right of Way areas prior to
258 acceptance of improvements by the Village. A lot grading plan in compliance with the
259 final Master Grading plans and specifications shall be submitted by the Developer at the
260 time of permitting for each individual condominium unit to the Village Engineer or
261 Building Inspector for their respective approval. Said grading, as approved, shall be
262 implemented prior to occupancy of that condominium unit.
- 263
- 264 E. Site Clearing/Restoration.
- 265 1. Developer shall, at its sole expense, remove and dispose of all destroyed trees, brush, tree
266 trunks, and shrubs, and all rubbish currently located on the Site in accordance with all
267 applicable State, Federal and municipal codes and ordinances.

- 268 2. Developer shall not destroy or remove any live vegetation nor conduct any grading,
269 filling or other construction related activities, except as approved in Exhibit [????],
270 within the Isolated Natural Resource Area zoned UCO – Upland Conservancy Overlay
271 District except as set forth in the finally approved plans and specifications and under any
272 required issued DNR permit.
- 273 3. Developer shall be responsible for compliance with all applicable provisions of Chapter
274 90 of the Village Code of Ordinances pertaining to clearing, protection, and replacement
275 of trees including, but not limited to submission of a tree protection plan and obtaining of
276 a tree permit prior to start of work on the Site.
- 277 4. Developer shall not establish any private wells or septic systems on the Site.
278

279 F. Landscaping and Erosion Control.

- 280 1. Developer, and all its agents, contractors and subcontractors shall grade, seed and
281 otherwise landscape the Site in strict compliance with the plans and specifications set
282 forth on Exhibit E, and shall at all times remain in compliance with all applicable
283 municipal and state erosion control restrictions and requirements. Developer shall
284 complete required erosion control inspections and reports in accordance with the erosion
285 control permit standards. Developer shall be responsible for costs of periodic compliance
286 inspections of erosion control facilities that will be conducted by the Village Engineer or
287 his designee.
- 288 2. If any erosion control facilities (including but not limited to bales, silt fence and berms)
289 are washed out or otherwise rendered ineffective as determined by the Village Engineer
290 or DPW Director or Building Inspector, Developer shall repair or replace said facilities
291 within 48 hours of being so notified in writing by the Village Engineer or DPW Director
292 or Building Inspector. If Developer fails to repair or replace said facilities within 48
293 hours of being so notified by the Village Engineer or DPW Director or Building Inspector
294 the Village may, but is not required to, repair or replace such facilities and charge 125%
295 percent of all costs incurred by the Village in so reinstalling said facilities to Developer.
296 The Village may collect this amount from any amounts payable to Developer that the
297 Village is holding pursuant to this Agreement.
- 298 3. Developer shall, simultaneous with the execution of this Agreement, provide the Village
299 a temporary access easement to the Village in the form attached hereto and incorporated
300 by reference as Exhibit G to permit repair or replacement of said facilities in the event of
301 a default by Developer.
302

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

- 304 1. Developer shall provide and install (subject to Village approval) all signs and pavement
305 markings as specified in Exhibit E.
- 306 2. Developer shall also provide and install public streetlights for the Site as specified in
307 Exhibit E at no cost to the Village utilizing lights available from WE Energies as

308 approved by the Village DPW Director. Public streetlights shall become the property of
309 Wisconsin Energy Corporation. Thereafter, all repairs, maintenance, operation and
310 replacement shall be performed by Wisconsin Energy Corporation.

311 3. Following installation of public streetlights by Developer and acceptance of the
312 installation by the Village with other infrastructure, operational and electrical expenses
313 for public streetlight shall be paid for by the Village.

314

315 H. Hazardous Substances.

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

326

327 I. Sidewalk/Pedestrian Pathways/Public Trails.

328 1. Developer shall provide, install and pave (1) within dedicated Right of Ways concrete
329 *sidewalk* ; (2) with asphalt all *pedestrian pathways* servicing the condominium units,
330 their owners and invitees; and (3) with varying suitable materials as specified on Exhibit
331 _____ the *public trails* within the Site that shall be made available as described in the
332 next sentence and as specified in Exhibit E. Developer shall grant on the Certified Survey
333 Map and other document as appropriate, a permanent access easement to the general
334 public for unrestricted passage and enjoyment of public trails outside the Right of Way as
335 described in Exhibit I – Public Access Easement.

336 2. Public trails constructed or established by Developer shall be accessible by the general
337 public. The maintenance and marking of all public trails in a manner that meets
338 standards prescribed by the Village from time to time shall be the responsibility of the
339 Homeowners Association.

340 3. Passage ways accessible to the general public, including paved areas used for emergency
341 access to this development shall be maintained year-round including winter maintenance
342 performed in compliance with the Village Code requirements for snow and ice removal
343 and control on public sidewalks. Pedestrian pathways not intended for use by the general
344 public may be maintained during winter at the discretion of the Homeowners
345 Association.

346 4. At the time of entry into this Agreement, Developer shall grant the Village and its agents
347 or subcontractors a permanent easement to access said public trails and to repair/maintain

348 them at the Village’s sole option in the event of default by the Homeowners’ Association
349 in the maintenance thereof, in the form attached hereto as Exhibit J. Any repair or
350 maintenance performed by the Village hereunder shall be assessed against equally against
351 all condominium unit property owners as a *special charge* pursuant to the Wisconsin
352 Statutes.

353

354 J. Street Trees.

- 355 1. Developer has provided a plan for the installation of street trees as shown in the Street
356 Tree Plan set forth in the attached Exhibit E, which plan shall be in compliance with all
357 applicable provisions of Chapter 90 of the Village Code of Ordinances pertaining to trees.
358 2. Upon application for a building permit for a given condominium unit, the Developer shall
359 pay to the Village the cost of providing and planting trees as required by the Village Code
360 and as identified on the Street Tree Plan as such cost is determined by the Village. The
361 Village will provide for the installation of street trees adjacent to the public Right of Way
362 in accordance with Exhibit E for which the fees, as provided by Village publication, have
363 been paid.

364

365 K. As Built Drawings

366 Developer shall, at its sole expense, furnish one set of reproducible “as built” plans for the
367 Project improvements described in this Section II including the final location and elevation
368 of the various improvements as required by the Village Engineer and/or Public Works
369 Director including, but not limited to roads, sanitary sewer facilities, water facilities, storm
370 water facilities, sidewalks/paths, street signs, street lights and street trees. Reproducible plans
371 shall be provided on Mylar or another similar media acceptable to the Village Engineer and
372 to the Director of Public Works together with an electronic file copy of said plans compatible
373 with the Village’s GIS software prior to Village acceptance of dedication. Electronic plans
374 provided hereunder shall include GPS locations for manholes, valves and other included
375 items at a fixed location. Electronic plans provided hereunder shall also include size and
376 species for all street trees.

377

378 Section III. Dedication.

- 379 A. Subject to all of the other provisions of this Agreement and the exhibits attached, Developer
380 shall, without charge to the Village, upon completion of all public improvements on the Site
381 described as such in the Certified Survey Map and Final Condominium Plat and in
382 accordance with any plans and specifications attached hereto as exhibits, unconditionally
383 give, grant, convey and fully dedicate the same to the Village, its successors and assigns,
384 forever, free and clear of all encumbrances whatever, together with, including, without
385 limitation, all buildings, structures, mains, conduits, pipes, lines, machinery, equipment and
386 appurtenances which may in any way be a part of such public improvements and together

387 with any and all necessary easements for access thereto. Developer shall obtain title
388 insurance to insure the transfer of ownership in portions of the Site that are dedicated to the
389 Village. Developer shall also pay, when due, all transfer taxes that arise as a result from said
390 dedications.

391
392 B. Developer shall notify the Village, in writing when any public improvement described as
393 such in the applicable Certified Survey Map and on the attached exhibits is complete in
394 accordance with the plans and specifications attached hereto as exhibits. Within fourteen (14)
395 days of the date of such notice, the Village Engineer and DPW Director shall inspect and/or
396 re-inspect as necessary any public improvements described in Developer’s notice and prepare
397 and deliver to Developer a written punch list of repairs necessary to bring such public
398 improvement into conformance with the applicable plans and specifications. Upon
399 Developer’s written notice to the Village Engineer and DPW Director that all punch list
400 repairs for any such public improvement are complete, and following satisfactory completion
401 of any applicable re-inspection, the Village shall, subject to the re-inspection and approval of
402 the Village Engineer and DPW Director, by separate resolution, accept the dedication of such
403 public improvement.

404
405 C. Unless previously provided, simultaneous with the acceptance by the Village of any sanitary
406 sewer, water or storm/surface water improvement on the Site, Developer shall, at its sole
407 expense, furnish one set of reproducible “as built” plans of such public improvement.
408 Reproducible plans shall be provided on Mylar or another similar media acceptable to the
409 Village Engineer and to the Director of Public Works together with an electronic file copy of
410 said plans compatible with the Village’s GIS software prior to Village acceptance of
411 dedication. Electronic plans provided hereunder shall include GPS locations for manholes,
412 inlets, valves and other structures.

413 Section IV. Building/Occupancy Permits.

414 A. No building permits will be processed or issued for the Site until the first lift of asphalt has
415 been installed on necessary private and public streets, said first lift has been approved by the
416 Village Engineer and DPW Director, and the underlying utilities (including gas, electric,
417 telephone, cable television and any other installation that would otherwise require opening
418 the asphalt), storm water drainage, water and sanitary sewer improvements are constructed,
419 inspected (and re-inspected as necessary) and approved by the Village Engineer and DPW
420 Director.

421
422 B. The Village will have no obligation to process or to issue Occupancy Permits for any
423 building until all utilities for the Site have been completed, dedicated and accepted by the
424 Village (acceptance of which shall not be unreasonably delayed or deferred) and the first lift
425 of asphalt for all streets have been installed.

- 426 Section V. Miscellaneous Requirements and Provisions.
- 427 A. Survey Monuments. Developer agrees to properly place all survey or other monuments
428 required by applicable state statute or municipal ordinance, and further agrees to permanently
429 monument the boundaries of the environmental corridor (constituting either wetlands or other
430 environmental corridor) by placing monuments that comply with the specifications set out in
431 Chapter 236, Wis. Stats., at every point where a lot boundary line intersects the
432 environmental corridor and at the mid-point of the environmental corridor boundary within
433 each lot and at any change in direction of the boundary lines.
- 434
- 435 B. Outside Irrigation. Developer shall include in the Declaration of Restrictions and
436 Homeowner’s Association, as required below, a provision indicating that the use of water for
437 purposes of outside irrigation is limited to the hours of 10:00pm through 2:00am only or as
438 otherwise directed by the Village of Hartland from time to time.
- 439
- 440 C. Declaration of Restrictions and Homeowner’s Association. Developer hereby agrees to
441 execute and record a Declaration of Restrictions and Homeowners’ Association with respect
442 to the Site in the form of Exhibit J attached hereto. No occupancy permits shall be granted
443 until both the Declaration of Restrictions has been approved by the Village and recorded and
444 the Homeowners’ Association incorporated.
- 445
- 446 D. Grade. Exhibit E sets out maximum yard grade elevations that shall be required on the Site.
447 One set of an as-built version of Exhibit E shall be provided by the Developer, at its sole
448 expense, in a Mylar reproducible format and in electronic format compatible with the
449 Village’s GIS software, to the Village prior to the dedication of the public streets.
- 450
- 451 E. Underground Utilities. All new electrical, telephone, gas and cable television utilities and
452 services on the Site shall be buried underground in accordance with Chapter 50 of the
453 Municipal Code of the Village of Hartland. Coordination of installation of such utilities and
454 services shall be the responsibility of Developer.
- 455
- 456 F. Manner of Performance. Developer shall cause all construction called for by this Agreement
457 to be carried out and performed in a good and workmanlike manner.
- 458
- 459 G. Permits. Developer hereby agrees to obtain, at its sole expense, all necessary permits and
460 approvals from all governmental authorities with jurisdiction over the Site, including, but not
461 limited to, the Village, Waukesha County, Delafield Hartland Water Pollution Control
462 Commission, and Department of Natural Resources, when required prior to the start of
463 construction, demolition or hazardous waste abatement with respect to the applicable portion
464 of the Site work. Developer or the Purchaser of individual condominium units shall be solely
465 responsible for paying, at the time of building permit application, all applicable sewer or

466 water connection fees pertaining to connection of such utilities servicing the Project which
467 are customarily and uniformly assessed.

468

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

474

475 I. Developer Disclosure to Buyers. Developer shall be required to disclose to buyers prior to
476 executing a contract for sale/purchase of a given condominium unit anticipated future
477 expenses of buyer related to developer and lot owner obligations in this Agreement including
478 payment of impact fees, connection charges, RSAC, street tree installation, potential Special
479 Charge, potential Special Charges and other applicable items.

480 Section VI. Time.

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

- 486 1. Completion of installation of the first lift of asphalt on the public streets serving the
487 Project pursuant to Exhibit E on or before _____ unless extended by
488 the Village Board upon recommendation of the DPW Director and Village Engineer.
- 489 2. Installation of sanitary sewage collection and water distribution systems servicing the
490 Site pursuant to Exhibit E on or before _____.
- 491 3. Completion of storm/surface water drainage facilities servicing the Site as specified in
492 Exhibit E on or before _____.
- 493 4. Completion and recording of the Certified Survey Map and Final Condominium Plat on
494 or before _____.

495

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

502

503 C. If delay in completion of any public improvements on the Site described in this Agreement is
504 caused or contributed to by act, omission, misconduct or neglect of the Village or those

505 acting for or under the Village, labor disputes, casualties, acts of God or the public enemy,
506 governmental embargo restrictions, shortages of fuel, labor or materials, action or non-action
507 of public utilities or of local, state or federal governments affecting the work or other causes
508 beyond Developer’s reasonable control, then the time of completion of such public
509 improvements shall be extended for the additional time caused by such delay.

510 Section VII. Payment of Village Fees.

511 Developer agrees to provide to the Village the following:

- 512 1. Developer and Village acknowledge that the Village has caused a needs assessment study
513 to be performed pursuant to Wis. Stat. § 66.55 and that the Village has enacted an
514 ordinance (§ 50-232) that imposes impact fees pertaining to the Village's services and
515 facilities. The Parties acknowledge that the ultimate occupants of the Site will likely
516 utilize these Village services and facilities and that the impact fees imposed by Village
517 Ordinances are necessary to pay for the capital costs of the facilities in order to
518 accommodate land development. Accordingly, Developer represents and warrants that it
519 will pay or cause the lot owner to make concurrent payment to the Village impact fees in
520 the then current amount in accordance with the Village Code upon application for
521 building permits.
- 522 2. An inspection fee deposit, for inclusion in the Developer escrow maintained by the
523 Village, in cash or check, in the amount of \$50,000 at the time of execution of this
524 Agreement. Developer shall be responsible for actual inspection costs and fees incurred
525 by the Village which shall first be deducted from such deposit.
- 526 3. Developer shall, in cash or check, continue to maintain an escrow balance with the
527 Village of Hartland through which the Village will reimburse itself for legal,
528 administrative, engineering and fiscal expenses paid by the Village on behalf of the
529 Project. From time to time during the development process, after said escrow deposit is
530 diminished by expenses incurred or to be incurred by the Village, the Village may require
531 additional funds to be deposited into the escrow, which additional funds shall be paid
532 within 30 days after written demand.
- 533 4. Developer acknowledges that sanitary sewer service the Site is subject to payment of
534 both Connection Charges under Section 86-276 of the Village Code and Regional Sewer
535 Availability Charges (“RSAC”) under Section 86-277 of the Village Code of Ordinances
536 as those sections and fees may be adjusted from time to time. Developer represents and
537 warrants that it will pay or cause the unit owners to make concurrent payment to the
538 Village of the then current Connection Charge and RSAC fee for each of the forty-seven
539 (47) condominium homesites on the Site upon application for building permits including
540 connection to the sanitary sewer system.

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

- 542 A. Security Required. Prior to commencement of construction activities related to the
543 Development, Developer shall deliver or cause to be delivered to the Village acceptable
544 security equal to one hundred fifteen percent (115%) of the Village Engineer’s cost estimate
545 of all public and public interest (i.e. retention/detention ponds, walkways and paths,
546 monument signage, sanitary sewer, storm sewer, water, and other improvements)
547 improvements for the Site shown on the applicable Plat and the plans and specifications
548 pertaining thereto (including, but not limited to, temporary and permanent landscaping and
549 erosion control provisions, landscaping, seeding, and other improvements); and
550
- 551 B. Form of Security. Pursuant to §236.13 (2) (1m.) (c.) of the Wisconsin Statutes, as determined
552 by Developer, security provided hereunder shall be in the form of a performance bond or an
553 original, irrevocable letter of credit issued by a federally insured banking institution, the
554 financial condition of which is acceptable to the Village, naming the Village as payee and
555 expiring no sooner than twelve months, and being in a form acceptable to the Village
556 Attorney. It is the preference however of the Village that security be provided in the form of
557 a letter of credit. The amount of such security shall reduce subject to the provisions of
558 Section VIII.D. hereafter and when work secured hereby is completed and dedicated to the
559 Village.
560
- 561 C. Maintenance of Security. Security as described in this Section shall be renewed in a form
562 acceptable to the Village Attorney no later than 30 days prior to its expiration and shall be
563 maintained as described below for a period of time expiring 14 months after the
564 improvements for which the security is provided are substantially complete in accordance
565 with §236.13 (2) (am) 2. of the Wisconsin Statutes which provides:
566
- 567 *For purposes of subd. 1., public improvements reasonably necessary for a project*
568 *or a phase of a project are considered to be substantially completed at the time*
569 *the binder coat is installed on roads to be dedicated or, if the required public*
570 *improvements do not include a road to be dedicated, at the time that 90 percent of*
571 *the public improvements by cost are completed.*
572
- 573 In the event it is not renewed at least 30 days prior to its expiration, the Village may draw
574 upon such security for purposes of completion of Improvements provided for in this
575 Agreement.
576
- 577 D. Reduction of Security Upon Partial Completion. The amount of the Security may be reduced
578 as the improvements described in the Plat and the plans and specifications set forth on the
579 attached exhibits are completed and approved by the Village Engineer and DPW Director in
580 accordance with the following procedure.

- 581 1. From time-to-time during the course of construction, Developer may request the Village
582 Engineer and DPW Director to inspect the construction work completed to that date, and
583 the Village Engineer and DPW Director, as agent of the Village, shall use its best efforts
584 to make such inspection within seven (7) days after the request.
- 585 2. The request to inspect shall be accompanied by a certification prepared by Developer’s
586 engineer and stating the work completed, an estimate of the dollar value of the work
587 completed to date of the request and since Developer’s engineer’s last certification and
588 that the work has been completed in a good and workmanlike manner and in compliance
589 with the Plat and applicable plans and specifications.
- 590 3. The request for inspection shall also be accompanied by a certification from Developer’s
591 engineer estimating the cost to complete the remaining balance of the improvements,
592 with the estimated dollar value of the improvements completed and the estimated cost to
593 complete the remaining improvements being on a form and presented in a manner
594 reasonably acceptable to the Village Engineer and DPW Director.
- 595 4. Prior to reduction of the security amount, Developer shall deliver to the Village a sworn
596 contractor’s statement and appropriate photocopies or originals of lien waivers showing
597 that all work in place and for which a reduction in the security is requested has been fully
598 paid for or that all mechanic’s or other liens have been waived.
- 599 5. The Village Engineer and DPW Director shall approve a reduction in the Security
600 provided the following are met:
- 601 i. Receipt of the required documentation from the Developer
 - 602 ii. Inspection by the Village Engineer
 - 603 iii. Certification by the Village Engineer to the Village and to the financial
604 institution issuing any letter of credit:
 - 605 1. The dollar value of the work completed to the date of the request for
606 inspection and since the last certification by the Village Engineer
 - 607 2. That the work has been completed in a good and workmanlike manner
608 and in compliance with the Plat and the applicable plans and
609 specifications
 - 610 3. That no mechanic’s or other liens will attach to the Site or to any
611 property of the Village as a result of the installation of the
612 improvements
 - 613 4. That Developer’s engineer’s or Village Engineer’s estimate of the
614 dollar value of the work completed and the cost to complete the
615 remaining improvements are reasonable.
 - 616 iv. The balance remaining in the security is at least equal to one hundred percent
617 (100%) of the cost to complete all the remaining public and private
618 improvements plus fifteen percent (15%) of the total cost of any completed
619 improvements.
- 620

- 621 E. Release of Security Upon Completion. Upon final completion of all of the improvements, the
622 acceptance by the Village of the development and posting of any required warranty or
623 maintenance bond security, the then remaining balance of the security shall be released and
624 returned, after first drawing upon the security for any fees and costs due and owing to the
625 Village pursuant to all applicable ordinances and this Agreement.
626
- 627 F. Return of Excess Proceeds After Default. In the event of default by Developer under this
628 Agreement, if any of the security funds remain in the possession of the Village after all of the
629 public and private improvements have been completed in a good and workmanlike manner
630 and in accordance with the applicable Final Plat and applicable plans and specifications, all
631 warranty or maintenance obligations satisfied and all fees, costs and expenses of the Village,
632 including reasonable attorney’s fees, engineering fees, consultant fees, or other out-of-pocket
633 expenses incurred in completing the improvements, in releasing liens thereon in paying for
634 work completed prior to default are paid, or other costs incurred as a result of the default of
635 Developer; then any remaining balance shall be paid to Developer, subject to any claim to
636 said funds exerted by any financial institution issuing any letter of credit given as security.

637 Section IX. Guarantee of Improvements.

- 638 A. Guarantee. Developer guarantees that all materials and workmanship furnished by Developer
639 pursuant to this Agreement shall meet or exceed all state, federal and local requirements and
640 specifications and that the public improvements are and will remain in good and sound
641 condition for and during a period of twelve (12) months from the date of final acceptance of
642 dedication by the Village.
643
- 644 B. Guarantee Security. Notwithstanding the following in this section, it is the preference of the
645 Village that security be provided in the form of a letter of credit. Developer shall furnish to
646 the Village, prior to final acceptance of dedication of the public improvements by the
647 Village, guarantee security pursuant to §236.13 of the Wisconsin Statutes consisting, as
648 determined by Developer, of a performance bond or an original, irrevocable letter of credit
649 issued by a federally insured banking institution, the financial condition of which is
650 acceptable to the Village, naming the Village as payee, expiring no sooner than fourteen
651 months from the date of substantial completion of the covered improvements and equaling in
652 the aggregate to ten percent (10%) of the total final cost of the improvements, which
653 guarantee security will be retained by the Village for a period of fourteen (14) months after
654 the substantial completion of the improvements as initial security for Developer’s guarantee
655 that the workmanship and materials furnished meet or exceed all state, federal and local
656 requirements and specifications, and that the improvements are and will remain in good and
657 sound condition for and during the twelve-month period from and after their acceptance.
658 Separate bonds or letters of credit may be utilized because the time frame for the acceptance
659 of each type of improvement may be different.

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

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

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

Section X. Method of Improvement.
Developer hereby agrees to engage contractors for all work included in this Agreement who are qualified to perform the work. Developer further agrees to use materials and make the various

699 installations in accordance with the applicable plans and specifications made a part of this
700 Agreement by exhibit reference and including those standard specifications as the Village Board
701 or its Commissions may have adopted and published prior to this date.

702 Section XI. Zoning.

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

706 Section XII. Indemnification and Insurance.

707 A. Indemnification.

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

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

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

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

730 2. For Developer and Developer's contractors, Comprehensive Liability Insurance
731 providing limits for bodily injury and personal injury of One Million Dollars
732 (\$1,000,000.00) combined single limit. The policy must include the Village and its
733 agents, officers and employees as "additional insured" and provide premises, operations,
734 elevators, damage, blanket contractual covering indemnities within contract documents,
735 products and completed operations coverage and be endorsed as "primary and non -

736 contributory" to any insurance of the additional insured, except from their sole
737 negligence.

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

741 C. Proof of Insurance Coverage for Village. Developer shall furnish to the Village, prior to
742 commencement of construction or Site preparation activities, evidence of the issuance of
743 policies covering the above recited insurance requirements in the form of a Declaration
744 referencing all applicable policies along with endorsements referencing the policy numbers
745 of the applicable polices and signed by an authorized person. **An ACORD 25 certificate**
746 **shall not be acceptable.** All endorsements to those policies must state that notice of any
747 material change in coverage or nonrenewal or cancellation will be provided to the Village not
748 less than thirty (30) days prior to the effective date of any such change, nonrenewal or
749 cancellation. All endorsements shall name the Village of Hartland, its officers, employees
750 and agents as an additional insured. The form of the endorsement of insurance will be subject
751 to the approval of the Village or its attorney, prior to commencement of construction or Site
752 preparation activities, which shall not be unreasonably withheld.

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

756 Section XIII. Agreement for Benefit of Purchasers.

757 Developer agrees that in addition to the Village's rights herein, the purchaser of any lot or any
758 interest in any lot or parcel of land in the development and the Homeowners' Association for the
759 Site shall be third-party beneficiaries for the limited purpose of ensuring that condominium units
760 are ultimately made available for purchase in accordance with the terms of this Agreement.
761 Notwithstanding the foregoing, or any other provision of this Agreement, it is expressly
762 understood and agreed that any or all of the provisions of this Agreement may be amended,
763 modified, waived, and/or annulled by written agreement by and between the Developer and the
764 Village alone, without any requirement that the purchaser or owner of any lot or parcel of land in
765 the Subdivision, or the holder of any interest in any lot or parcel of land in the subdivision, join
766 in or consent to same.

767 Section XIV. General Conditions and Regulations.

768 All the provisions of the Village ordinances relating to the development of land through the use
769 of Preliminary and Final Plats, as amended from time-to-time, are incorporated herein by
770 reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as
771 fully as if set forth at length herein. This Agreement and all work and improvements required
772 hereunder shall be performed and carried out in strict accordance with and subject to the
773 provisions of said ordinances and this Agreement. This Agreement shall not be deemed to

774 modify or suspend any provisions of the Village Ordinances (now existing or as subsequently
775 amended) relating to the development or use of land. All such provisions shall apply to the
776 Project in accordance with applicable law.

777 Section XV. Assignment.

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

779 Section XVI. Amendments.

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

784 Section XVII. Exculpation of Village Elected Officials in Personal Capacity.

785 The parties agree that the President, Village Clerk, Board of Trustees and Plan Commission of
786 the Village of Hartland, entered into and are signatory to this Agreement solely in their official
787 capacity and not individually, and shall have no personal liability or responsibility hereunder;
788 and personal liability as may otherwise exist, being expressly released and/or waived.

789 Section XVIII. Miscellaneous Provisions

790 A. This Agreement may be executed in one or more counterparts, each of which shall be
791 deemed an original but all of which together shall constitute one and the same instrument.
792

793 B. This Agreement is the complete and entire agreement of the parties with respect to the
794 matters covered by this Agreement, and it shall supersede all prior agreements to the
795 contrary. No agreements, promises, or representations made during or in connection with
796 the negotiations for or approval of this Agreement shall be binding or effective unless
797 they are included herein. This Agreement may be introduced into evidence by any party
798 without objection in any action to enforce the terms of this Agreement. No modification
799 of this Agreement shall be binding unless in writing and signed by Developer and
800 Village.
801

802 C. The Parties acknowledge and represent that this Agreement is the subject of negotiation
803 by all parties and that all parties together shall be construed to be the drafter hereof and
804 this Agreement shall not be construed against any party individually as drafter.
805

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

809
810 E. Survival. All agreements, representations, or warranties made herein shall survive the
811 execution of this Agreement and the making of the grants hereunder. This Agreement
812 shall be binding upon the Parties, their respective successors and assigns.

813
814 F. Recording of Agreement. This Agreement shall be recorded with the Register of Deeds
815 for Waukesha County.

816
817 G. Easements. Developer shall provide documentation satisfactory to the Village that it has
818 legal power and authority to grant all easements required under this Agreement.

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

Lake Country Lutheran

By: _____
Mathew Neumann, CEO, Neumann Developments Inc., ????????

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill, Village President

Attest: _____
Darlene Igl
Village Clerk

[NOTARY STATEMENTS FOLLOW]

822

SCHEDULE OF EXHIBITS

Exhibit A Legal Description

Exhibit B Site Plan

Exhibit C Zoning

Exhibit D Proposed Condominium Plat

Exhibit E Plans and Specifications

Exhibit F Storm Water Management Facility Maintenance Agreement

Exhibit G Temporary Access Easement

Exhibit H Phase I Evaluation

Exhibit I Public Access Easement

Exhibit J Permanent Access/Maintenance Easement

Exhibit K Subdivision Declarations