

VILLAGE BOARD AGENDA
MONDAY, NOVEMBER 28, 2022
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD

Call to Order

Roll Call

Pledge of Allegiance – President Pfannerstill

Public Comments: Please be advised the Village Board will receive comments from the public related to any item(s) for a three-minute time period per person, with time extensions per the Village President's discretion. This meeting will be recorded and will be available online through the Village's website.

1. Consideration of Village Board minutes of November 14, 2022.
2. Consideration of vouchers for payment in the amount of \$132,480.09.
3. Actions related to Licenses and Permits
 - a. Consideration of Operator's (Bartender) Licenses
4. Items related to development of two single family residences under condominium ownership on the property located at 1112 Lisbon Ave.
 - a. **PUBLIC HEARING** to hear comments about the proposed Planned Unit Development Agreement.
 - b. Discussion of the Planned Unit Development Agreement between the Village of Hartland and Eagle Reserve, LLC.
5. Discussion and consideration of a banner for Lake Country Children's Theater.
6. Discussion and consideration of an Outside Food Vendor Application for Dough Nation Mini Donuts for the Holiday Train event.
7. Discussion and consideration of Resolution 11/14/2022-02 "Resolution Amending Appendix A of the Code of Ordinances for the Village of Hartland Concerning the Schedule of Municipal Fees and Charges".
8. Discussion and consideration of Resolution 11/28/2022-01 "A Resolution Approving Municipal Court Budget".
9. Discussion and consideration of the December 26 Village Board meeting.
10. 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

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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.

11. Adjournment.

Ryan Bailey, Village Manager

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

To participate via Zoom in the Village of Hartland Board meeting, please dial 1 (312) 626-6799. The Meeting ID is 815 9416 6981.

Or participate online:

<https://us02web.zoom.us/j/81594166981?pwd=dmV1NjhCeDE1OUFmaVRyNXp6Z21LZz09>

VILLAGE BOARD MINUTES
MONDAY, NOVEMBER 14, 2022
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD

Call to Order

Roll Call

Present: Trustees de Boer, Truttschel, Pfeiffer, Wallschlager, Hallquist, President Pfannerstill

Excused: Trustee Conner

Others Present: Village Manager Bailey, Clerk Igl, Police Deputy Chief Collura, Lieutenant DeBarge, Interim DPW Director Felkner, DPW Operations Supervisor Jungbluth, DPW Leadman Jenson, Building Inspector Hussinger, David de Courcy Bower, Attorney de la Mora, Attorney Wirth, Mr. & Mrs. Perez, James Kupfer, Val Wisniewski, Darcy Sobczak, Steve Secosh, interested parties.

There was a moment of silence in honor of Ken Patterson.

Pledge of Allegiance – Trustee Pfeiffer

Public Comments: Please be advised the Village Board will receive comments from the public related to any item(s) for a three-minute time period per person, with time extensions per the Village President's discretion. This meeting will be recorded and will be available online through the Village's website.

Steve Secosh, 213 W. Park Ave., voiced concerns about the proposed development on Cottonwood including volume (four stories), lack of parking, and whether it would meet required setbacks. He raised concerns about potential open air parties creating noise as his property is only 100 feet away.

Darcy Sobczak, 233 Meadow Lane, thanked the Village Clerk and election staff for their efforts during the election cycle. She voiced concerns regarding a safety issue she encountered with a skid steer in the middle of the road and a long flatbed on the roadway near St. Charles without any signage present. She asked whether the Village has considered adding information to the website about the available 988 hotline. She thanked the Village Board for denying the nomination of Joseph Harter to the Library Board and referenced concerns about the process being transparent.

Val Wisniewski, 511 Renson Road, agreed with comments made by Ms. Sobczak. She stated that she still has concerns with traffic near St Charles and suggested that perhaps they could open their lot earlier. She raised concerns about the Building Needs Assessment underway and stated that she is in favor of spending tax dollars to meet the needs of police and fire departments. She asked why the assessment was not conducted prior to the remodeling of the Village Board room.

1. Motion (Wallschlager/Hallquist) to approve the Village Board minutes of October 24, 2022. Pfannerstill and Pfeiffer abstained. Motion carried.

2. Consideration of items related to vouchers.
 - a. Approval of closeout change order of \$7,117.35.
Interim DPW Director Felkner stated that staff recommended the close out change order. Motion (Pfeiffer/Hallquist) to approve closeout change order of \$7,117.35. Motion carried.
 - b. Approval of closeout payment of \$4,835.73.
Interim DPW Director Felkner stated that this will close out the entire 2021 utility project. He stated that this amount had been for the retainage, the warranty has expired and staff recommended payment. Motion (Pfeiffer/Hallquist) to approve the close out payment of \$4,835.73. Motion carried.
 - c. Motion (Wallschlager/Pfeiffer) to approve vouchers for payment in the amount of \$978,471.10. Trustee Wallschlager asked for clarification on multiple invoices. Motion carried.

3. Actions related to Licenses and Permits
 - a. Motion (Truttschel/Hallquist) to approve Operator's (Bartender) Licenses as listed. Motion carried.
 - b. Consideration of a Restricted Species Permit
Applicants were present to request a Restricted Species Permit for a third dog. Deputy Chief Collura stated that there had been an anonymous call to the area for a dog bite incident. He stated that the three dogs were out running free in the area and officers talked to Mr. Perez at that time about licensing the dogs. Mr. Perez stated that there had been a hole in the fence allowing the dogs to escape and that the hole had been repaired. It was stated that the individual that was bitten did not want to file a report. It was stated that all three dogs were licensed after the incident occurred. Motion (Truttschel/Pfeiffer) to approve the Restricted Species Permit. Motion carried. President Pfannerstill stressed to the owners that they must abide by the laws in the Village or further measures will be taken.

4. Items related to Bill for an Ordinance No. 09-26-2022 "An Ordinance to Amend Chapter 46 of the Village of Hartland Municipal Code Pertaining to Zoning Ordinance".
 - a. Public Hearing to consider amendments to Zoning Code Chapter 46, 46-494 Conditional Uses in the B-3 District.
President Pfannerstill opened the Public Hearing at 6:59 p.m. No comments were heard. The Public Hearing was closed at 7:00 p.m.
 - b. Consideration of adoption of Bill for an Ordinance No. 09-26-2022 "An Ordinance to Amend Chapter 46 of the Village of Hartland Municipal Code Pertaining to Zoning Ordinance".
 - c. Motion (Hallquist/Pfeiffer) to adopt Bill for an Ordinance No. 09-26-2022 "An Ordinance to Amend Chapter 46 of the Village of Hartland Municipal Code Pertaining to Zoning Ordinance". Motion carried.

5. Discussion and consideration of a conceptual plan for development of a multi-use building at 221 Cottonwood Ave.

James Kupfer stated that changes had been made to the proposal including removal of the fourth floor, removing the gables on the west edge to lower that side and lowering the total building height so that it is not taller than any of the neighboring houses. He stated that the mixed use was eliminated but that the proposed development will include the event center,

rental space, lobby and hotel rooms with the apartments removed. He stated that the proposal includes 32 parking spaces underground and 16 on the edge of the property. He stated that the goal is to have a restaurant in the rental space on the first floor. He stated that all events will end by 11 p.m. with no music or speakers in the outside space. He stated that the gables were kept in the design that front Cottonwood to create a visual presence.

Trustee Wallschlager raised concerns about several issues including parking. President Pfannerstill reminded the Board that this review is concept only to determine whether the proposal would move forward to the Plan Commission. Trustee Wallschlager stated that based on her review there would need to be 99.87 parking spaces on private property for the project and stated that she felt this is not the property for the project. Motion (Hallquist/Truttschel) to send the proposed project to the Plan Commission. Motion carried; Wallschlager opposed.

6. Discussion and consideration of Resolution 11/14/2022-01 "Resolution Approving the Sewer Utility Rate Effective First Quarter 2023".

Village Manager Bailey stated that the resolution is for a 5% rate increase which will increase an average user's cost by \$20-\$25 per year. Motion (Pfeiffer/Hallquist) to approve Resolution 11/14/2022-01 "Resolution Approving the Sewer Utility Rate Effective First Quarter 2023". Motion carried.

7. Discussion and consideration of Resolution 11/14/2022-02 "Resolution Amending Appendix A of the Code of Ordinances for the Village of Hartland Concerning the Schedule of Municipal Fees and Charges".

Village Manager Bailey stated that an annual fee could be set and background checks would be conducted on anyone operating the food truck. Trustee Wallschlager asked for clarification on the dates for an annual permit and Bailey responded that the ordinance states the licensing period as Memorial Day through Labor Day but that could be extended by the Village Board.

President Pfannerstill stated that he had received concerns from a business owner regarding the cost as they felt \$75 for an annual permit was too high. There was discussion that the Village Board could alter the fees in the Resolution and approve. However, Village Manager Bailey stated that he would prefer time to review the recommendation of the Board and compare to the ordinance that was adopted rather than amending the resolution and adopting at this meeting. He stated that the resolution could be amended, reviewed with the Police Chief and Village Attorney and placed on the Nov. 28 Village Board agenda for consideration.

Trustee Hallquist commented that the Village is charging \$75 for a food truck in the park and that he would like to see consistency in the fees. He suggested a fee of \$75 for a one time use permit. Motion (Pfeiffer/DeBoer) to table this item to the Nov. 28 Village Board meeting.

8. Consideration of items related to the 2023 Village Budget as shown on Tab 1 Page 8 and Tab 31 Page 1 and 2 of the 2023 Budget Book. All information after Tab 1 is for informational purposes only. These figures may be modified by the Village Board during final consideration at this meeting.
 - a. Discussion of 2023 Budget

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Village Manager Bailey stated that modifications had been made to the budget since the meetings. He stated that the budget includes a contingency of \$6,802. He stated that a full revaluation will be conducted next year which allocates taxes fairly across all properties. He stated that the only general fund tax levy increase is net new construction. He stated that the debt levy remained the same, sewer rate increases 5% and the garbage fee is estimated to be \$190 with a new provider (GFL) as of Jan. 1.

- b. Motion (Pfeiffer/Wallschlager) to approve the 2023 Municipal General Fund Budget in the amount of \$8,072,595 shown on Tab 1 Page 8 of the 2023 Budget Book. Roll call vote; all ayes. Motion carried.
- c. Motion (Pfeiffer/Truttschel) to approve the 2023 Water Utility Budget in the amount of \$2,431,954 shown on Tab 1 Page 8 of the 2023 Budget Book. Roll call vote taken; all ayes. Motion carried.
- d. Motion (Hallquist/Wallschlager) to approve the 2023 Sewer Utility Budget in the amount of \$1,985,950 as shown on Tab 1 Page 8 of the 2023 Budget Book. Roll call vote taken; all ayes. Motion carried.
- e. Motion (Pfeiffer/Wallschlager) to approve the 2023 TIF #4 Budget in the amount of \$320 as shown on Tab 1 Page 8 of the 2023 Budget Book. Roll call vote taken; all ayes. Motion carried.
- f. Motion (Truttschel/Hallquist) to approve the 2023 TIF #5 Budget in the amount of \$16,155 as shown on Tab 1 Page 8 of the 2023 Budget Book. Roll call taken; all ayes. Motion carried.
- g. Motion (Hallquist/Truttschel) to approve the 2023 TIF #6 Budget in the amount of \$155,660 as shown on Tab 1 Page 8 of the 2023 Budget Book. Roll call vote taken; all ayes. Motion carried.
- h. Motion (Wallschlager/Pfeiffer) to approve the 2023 Debt Service Budget in an amount of \$1,944,410 as shown on Tab 1 Page 8 of the 2023 Budget Book. Roll call vote taken; all ayes. Motion carried.
- i. Motion (Pfeiffer/Hallquist) to approve the 2023 Capital Improvements, Impact Fee and Special Revenue and other funds, in the amount of \$3,864,586 for a total Village Expenditure budget in the amount of \$26,544,225. Roll call vote taken; all ayes. Motion carried.
- j. Motion (Pfeiffer/Hallquist) to authorize a Downtown Business Improvement District Tax assessment of \$74,800 as requested by the BID Board. Motion carried.
- k. Motion (Hallquist/Pfeiffer) to approve a Property Tax Levy in the amount of \$6,808,484. Roll call vote taken; all ayes. Motion carried.

- I. Motion (Truttschel/Pfeiffer_ to approve the 2023 Payroll Matrix on Tab 31 Page 2. Roll call vote taken; all ayes. Motion carried.
9. Motion (Pfannerstill/Pfeifer) to approve the Hartland Business Improvement District 2023 Budget. Motion carried.
10. Motion (Wallschlager/Pfeiffer) to confirm appointments of Elise Miller, Marilyn Haroldson, and Nick Jensen to the Downtown Business Improvement District Board with terms to expire in 2025. Motion carried.
11. Consideration of revisions to the Employee Handbook.

Village Manager Bailey stated that the updates to the handbook have been in process for about two years. The revisions have been reviewed by the League, the Village Attorney and staff. He stated that two holidays that are currently half days will be changed to full holidays. He stated that the language has been updated to comply with current law and requested an effective date of 1/1/2023. Motion (Pfeiffer/Hallquist) to adopt the newly revised Employee Handbook. Motion carried.

12. Consideration of an Intergovernmental Agreement Between the Village of Hartland and Waukesha County.

Village Manager Bailey stated that this agreement is to partner in the recycling dividend program. Motion (Pfeiffer/Hallquist) to approve the Intergovernmental Agreement Between the Village of Hartland and Waukesha County. Motion carried.

13. Items related to Committee appointments by Village President Pfannerstill.
 - a. Motion (Pfeiffer/Wallschlager) to confirm appointments to Environmental Corridor and Open Space Committee of Linda Hallquist and Dave Van Thiel made by President Pfannerstill. Motion carried. Hallquist abstained.
 - b. Motion (Wallschlager/Pfeiffer) to confirm appointment to Ice Age Trail Community Committee of Jacob Zuehl made by President Pfannerstill. Motion carried.
14. Consideration of denial of insurance claim by Progressive Insurance Company.

Village Manager Bailey stated that this incident involved an accident involving a squad in which another driver was issued a citation. Motion (Truttschel/Pfeiffer) to deny the insurance claim by Progressive Insurance Company. Motion carried.

15. Items related to Catalyst-Lightening Development Apartments
 - a. Motion (Pfeiffer/Hallquist) to accept the dedicated public infrastructure as recommended. Motion carried.
 - b. Motion (Truttschel/Pfeiffer) to accept the site improvements to be substantially conforming to the PUD Agreement, Development Plans, and Village Standard Specifications contingent on approval by Ruekert & Mielke and Village Staff of the successful completion of all outstanding punch list items by June 30, 2023. Motion carried.

- c. Motion (Pfeiffer/Wallschlager) to approve Partial Release of Deed Restrictions and Certain Recorded Documents as requested by the Village Attorney. Motion carried.
- d. Consideration of approval of letter confirming:
 - i. Confirming that The Lutheran High School Association of Greater Milwaukee is current with respect to its payments under its PILOT Agreement with the village; and
 - ii. Confirming that a substitute Letter of Credit in the amount of \$47,737 will be exchanged for the current Letter of Credit which the Village has been holding to assure completion of the terms of the PUD Agreement as part of the process of declaring the project substantially completed except for a limited punch list backed up by an exchanged Letter of Credit in the amount of \$47,737.00.

Motion (Truttschel/Pfeiffer) to approve the confirmation letter as described above.
Motion carried.

16. 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.

Interim DPW Director Felkner stated that an employee with 30 years of service had recently retired and a new hire was made.

Deputy Chief Collura stated that the Chief and Officer Bell were attending a ceremony in Waukesha related to the Christmas Parade incident. He stated that the Chief had recently met with Zimmerman regarding the building analysis. He stated that the PD is currently dealing with a resident on Hill St. who is in violation of the sex offender ordinance.

Trustee Pfeiffer commented on the election process for the November election stating that staff did a great job. President Pfannerstill agreed and thanked the clerk and staff.

President Pfannerstill commented on the recent passing of Ken Patterson who had served the Village on the Police and Fire Commission. He stated that thoughts go out to the family and that Ken will be missed.

President Pfannerstill commented on the open records request related to an appointment to the library board stating that he had provided the information at a meeting with the Village Manager and Clerk.

Residents were reminded of the Hartland Lights event scheduled for Dec. 2. President Pfannerstill thanked Marlene Millevolte for organizing the vigil for the fire victims.

Residents were also reminded of the Holiday Train event on Dec. 9 with the train arriving in Hartland at 5:30 p.m.

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Trustee Truttschel commented on the resignation of the Library Director, stating that she has made a big impact on the success of the library, congratulated her on her future career and thanked her for doing an outstanding job.

17. Motion (Pfeiffer/Wallschlager) to recess to closed session pursuant to SS 19.85 (1)(g), Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, and to reconvene into open session pursuant to SS 19,.85(2) for the purpose of considering any action as may be necessary and appropriate. Roll call vote taken; all ayes. Adjourned to closed session at 8:05 p.m.

18. Consider and take any action deemed appropriate pursuant to the previously held closed session.

Reconvene in open session at 9:25 p.m.

19. Adjournment.

Motion (Pfeiffer/Hallquist) to adjourn at 9:26 p.m.

Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

From: Tonia Smith, Fiscal Clerk

Date: November 21, 2022

RE: Voucher List

Attached is the voucher list for the
November 28, 2022 Village Board Meeting

November 28, 2022 Checks: \$ 132,480.09

Total Amount of all Checks: \$ 132,480.09

VILLAGE OF HARTLAND
VOUCHER LIST- NOVEMBER 28, 2022

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 101-23000 SPECIAL DEPOSITS	ESPIRE HOMES	231 FOUR WINDS CURB CUT REFUND	\$1,000.00
G 101-23000 SPECIAL DEPOSITS	FOUR WINDS HOA	DEPOSIT REFUND FOR COMMUNITY CENTER RESERVAT	\$75.00
G 101-23000 SPECIAL DEPOSITS	HARTLAND WOMANS CLUB	REFUND FOR COMMUNITY ROOM DEPOSIT	\$75.00
G 101-23000 SPECIAL DEPOSITS	HARTRIDGE HOMEOWNERS ASSOC	REFUND FOR COMMUNITY ROOM DEPOSIT	\$75.00
G 101-23000 SPECIAL DEPOSITS	ITG	BRADFORD WAY DEPOSIT REFUND	\$1,000.00
G 101-23000 SPECIAL DEPOSITS	KIWANIS OF GREATER HARTLAND	REFUND OF COMMUNITY ROOM DEPOSIT	\$75.00
G 101-23000 SPECIAL DEPOSITS	LAKE COUNTRY MUSIC CLUB	REFUND FOR COMMUNITY CENTER ROOM RESERVATIO	\$75.00
G 101-23000 SPECIAL DEPOSITS	MEDLINE INDUSTRIES INC	REFUND OF STORMWATER MGT GUARANTEE	\$5,000.00
G 101-23000 SPECIAL DEPOSITS	NEUSER, KATHLEEN	REFUND FOR LAKE COUNTRY NEWCOMER COMMUNITY	\$75.00
G 101-23000 SPECIAL DEPOSITS	OAK RIDGE HOA	COMMUNITY CENTER DEPOSIT REFUND	\$75.00
G 101-24240 COURT FINES DUE STATE	POLLACK, AMBER	CHANGE FOR POLICE RECORDS	\$0.50
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	PS ENGELKING, LLC	138 NORTH AVENUE OCCUPANCY DEPOSIT REFUND	\$500.00
G 101-23000 SPECIAL DEPOSITS	RIVER RESERVE II HOA	COMMUNITY ROOM DEPOSIT REFUND	\$75.00
G 403-31840 HOMESTEAD	RUEKERT & MIELKE	DESIGN/CONSTRUCTION REVIEW	\$1,117.20
G 403-31891 HARTLAND EAST APARTMENTS LCL	RUEKERT & MIELKE	CONTRUCTION REVIEW	\$428.00
G 403-31753 ST CHARLES EXPANSION	RUEKERT & MIELKE	EROSION CONTROL INSPECTIONS	\$1,419.20
G 403-31898 STOR-IT RIGHT	RUEKERT & MIELKE	EROSION CONTROL INSPECTIONS	\$224.70
G 403-31856 HAMMER SUBDIVISION	VON BRIESEN & ROPER	LEGAL SERVICES	\$955.20
G 403-31891 HARTLAND EAST APARTMENTS LCL	VON BRIESEN & ROPER	LEGAL SERVICES	\$1,751.20
G 101-23000 SPECIAL DEPOSITS	WENSTROM, JACK	COMMUNITY CENTER DEPOSIT REFUND	\$75.00
EXPENSE Descr			\$14,071.00
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	EPINEPHRINE	\$122.79
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	SODIUM CHLORIDE SOLUTION	\$37.56
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	BATTERY PACK	\$76.98
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	CUP SUCTION	\$154.77
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	SODIUM CHLORIDE SOLUTION	\$26.70
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	NEW LAPTOP	\$349.50
EXPENSE Descr AMBULANCE			\$768.30
EXPENSE Descr DUNDEE LANE			
E 401-70580-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN/ CONSTRUCTION REVIEW/ ADMINISTRATION	\$1,117.25
EXPENSE Descr DUNDEE LANE			\$1,117.25
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-715 STREETScape PROGRAM	TRADITIONS OF HARTLAND	STREET POLE LIGHTING	\$1,291.50
EXPENSE Descr ECONOMIC DEVELOPMENT			\$1,291.50
EXPENSE Descr ENVIRONMENTAL SERVICES			

Account Descr	Search Name	Comments	Amount
E 101-53635-480 ECOS PLANNING	BIEBELS TRUE VALUE	LANDSCAPING SAWS/ CUTTERS	\$610.79
EXPENSE Descr ENVIRONMENTAL SERVICES			\$610.79
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-500 PROPERTY ASSESSMENT	ASSESSMENT TECHNOLOGIES OF WI	AUGUST ASSESSMENT CONTRACT PAYMENT	\$4,587.50
E 101-51500-500 PROPERTY ASSESSMENT	ASSESSMENT TECHNOLOGIES OF WI	OCTOBER ASSESSMENT CONTRACT PAYMENT	\$4,587.50
E 101-51500-500 PROPERTY ASSESSMENT	ASSESSMENT TECHNOLOGIES OF WI	JUNE ASSESSMENT CONTRACT PAYMENT	\$4,587.50
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	MONTHLY CLOUD BACKUP	\$40.00
EXPENSE Descr FINANCIAL ADMINISTRATION			\$13,802.50
EXPENSE Descr FIRE PROTECTION			
E 101-52200-360 VEHICLE MAINT/EXPENSE	JEFFERSON FIRE & SAFETY INC	AERIAL MAINTENANCE	\$650.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	JEFFERSON FIRE & SAFETY INC	PUMP TEST	\$984.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	NEW LAPTOP	\$349.50
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$195.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	XEROX CORPORATION	COPIER SERVICES	\$58.34
EXPENSE Descr FIRE PROTECTION			\$2,236.84
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PROSHRED SECURITY	SHREDDING SERVICES	\$54.59
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$9,014.70
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	VON BRIESEN & ROPER	LEGAL SERVICES	\$1,886.50
EXPENSE Descr GENERAL ADMINISTRATION			\$10,955.79
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	ADVANTAGE POLICE SUPPLY	NAMEPLATE AND SHIPPING	\$21.18
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BECKER, JULIE	REIMBERSEMENT FOR CERTIFIED MAIL	\$7.85
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALLS	LONG SLEEVE SHIRT	\$46.19
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#2 TIRE SERVICE	\$98.70
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	TIRE SERVICE	\$115.76
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#1 TIRE SERVICE AND BRAKES	\$597.98
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#4 TIRE SERVICE	\$98.70
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#3 TIRE SERVICE	\$98.70
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$317.77
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$595.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY EMERGENCY MAN	ID BADGES	\$3.50
EXPENSE Descr LAW ENFORCEMENT			\$2,001.33
EXPENSE Descr LIBRARY			
E 101-55110-255 BLDGS/GROUNDS	BUREAU VERITAS	ELEVATOR VIOLATION CHECK	\$80.00
E 101-55110-310 BOOKS & MATERIALS	FINDAWAY	BOOKS	\$52.99
E 101-55110-310 BOOKS & MATERIALS	FINDAWAY	BOOKS	\$455.92
E 101-55110-310 BOOKS & MATERIALS	FINDAWAY	BOOKS	\$179.98

Account Descr	Search Name	Comments	Amount
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	BOOKS	\$31.15
E 101-55110-255 BLDGS/GROUNDS	KAESTNER AUTO ELECTRIC CO	VARIOUS FLAGS	\$205.96
E 101-55110-255 BLDGS/GROUNDS	KAESTNER AUTO ELECTRIC CO	VARIOUS BOLTS AND BRACES	\$356.93
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	BOOKS	\$238.06
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	BOOKS	\$228.80
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	BOOKS	\$208.18
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$260.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	COPIER SERVICES	\$73.17
EXPENSE Descr LIBRARY			<u>\$2,371.14</u>
EXPENSE Descr MARY HILL SUBDIVISION			
E 401-70575-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN/ CONSTRUCTION REVIEW/ ADMINISTRATION	\$1,117.25
EXPENSE Descr MARY HILL SUBDIVISION			<u>\$1,117.25</u>
EXPENSE Descr MISC STORM SEWER REPAIR			
E 401-74010-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GIS DATA MAINTENANCE	\$457.25
EXPENSE Descr MISC STORM SEWER REPAIR			<u>\$457.25</u>
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-255 BLDGS/GROUNDS	BATTERY PRODUCTS INC	VARIOUS BATTERIES	\$53.88
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	NUTS AND BOLTS	\$17.07
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	WAFER BOARD	\$12.59
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	RETURN/PRICE ADJUSTMENT	\$0.00
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	LIGHT BULBS	\$27.88
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	LIGHTS/ POTTING SOIL	\$176.13
E 101-51600-355 JANITORIAL SUPPLIES	HOME DEPOT	MOP HEADS/ WIPES	\$86.11
E 101-51600-255 BLDGS/GROUNDS	RADTKE APPLIANCE & TV	DEHUMIDIFIER	\$168.00
EXPENSE Descr MUNICIPAL BUILDING			<u>\$541.66</u>
EXPENSE Descr MUNICIPAL PARKING LOT REPAIRS			
E 401-79155-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN/ CONSTRUCTION REVIEW/ ADMINISTRATION	\$1,117.25
EXPENSE Descr MUNICIPAL PARKING LOT REPAIRS			<u>\$1,117.25</u>
EXPENSE Descr PUBLIC WORKS			
E 101-53000-360 VEHICLE MAINT/EXPENSE	BROOKS TRACTOR INC	WATER PUMP/ GASKETS	\$456.77
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	OIL FILTER	\$96.06
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	BALL BEARING	\$33.99
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	MURPHY SWITCH	\$65.79
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	VARIOUS FILTERS	\$264.22
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	SPARKPLUG GAPPER	\$3.99
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	AIR FILTER PANEL	\$44.97
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	RADIATOR CAP	\$4.69
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	OIL FILTER	\$96.06

Account Descr	Search Name	Comments	Amount
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	HEAT GUN	\$49.99
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	WATER FILTER	\$28.02
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	BALL BEARING	\$33.99
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	IGNITION COILS	\$753.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	NO-LEAD REFORM	\$1,308.10
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDFD FUEL	\$1,173.74
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDF FUEL	\$1,055.23
E 101-53000-360 VEHICLE MAINT/EXPENSE	INTERSTATE BATTERIES	BATTERIES FOR #26 AND #37	\$408.85
E 101-53000-800 CAPITAL OUTLAY	ITU ABSORBTECH INC	LAUNDRY SERVICE	\$108.89
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	NORTH WOODS CHEMICAL CORP.	GLASS CLEANER/ LUBRICANT	\$285.96
E 101-53000-360 VEHICLE MAINT/EXPENSE	OLD DOMINIUM BRUSH	PTO/ CLUTCH KIT	\$2,721.98
E 101-53000-360 VEHICLE MAINT/EXPENSE	OLD DOMINIUM BRUSH	THROWOUT BRGN COLLAR	\$195.92
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$162.50
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	REINDERS INC	COUPLINGS/ PIPE	\$38.80
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GENERAL SERVICES	\$2,061.25
E 101-53000-420 STORM SEWER	STARK PAVEMENT CORPORATION	3/8" SURFACE ASPHALT	\$163.78
E 101-53000-420 STORM SEWER	STARK PAVEMENT CORPORATION	3/8" SURFACE ASPHALT	\$458.06
EXPENSE Descr PUBLIC WORKS			\$12,074.60
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	CASTERLINE, SANDRA KAY	INTERMEDIATE GERMAN	\$304.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HOOPER HANDS BASKETBALL AC	PASS SHOOT SCORE	\$2,920.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$227.50
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	SCHMITZ, FRANCIS A	BEGINNING GERMAN	\$48.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$3,499.50
EXPENSE Descr REPLACE HARTBROOK BRIDGE			
E 401-76160-285 CONSTRUCTION COSTS	PROFESSIONAL SERVICE INDUSTRIE	HARTBROOK PEDESTRIAN BRIDGE SERVICES	\$2,765.00
E 401-76160-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	PERMITTING SURVEY, DESIGN & BIDDING	\$1,429.00
EXPENSE Descr REPLACE HARTBROOK BRIDGE			\$4,194.00
EXPENSE Descr SEWER SERVICE			
E 204-53610-360 VEHICLE MAINT/EXPENSE	KAESTNER AUTO ELECTRIC CO	LED LIGHTS	\$444.80
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	MONTHLY CLOUD BACKUP	\$40.00
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SCADA SERVICE WORK	\$1,657.08
E 204-53610-800 CAPITAL OUTLAY	RUEKERT & MIELKE	DESIGN/CONSTRUCTION REVIEW	\$352.00
E 204-53610-800 CAPITAL OUTLAY	VISU-SEWER, INC.	15 INCH NATIONAL LINER	\$45,532.50
EXPENSE Descr SEWER SERVICE			\$48,026.38
EXPENSE Descr TENNY (WOODLANDS TO HIGHLAND)			
E 401-70565-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN/ CONSTRUCTION REVIEW/ ADMINISTRATION	\$1,117.25
EXPENSE Descr TENNY (WOODLANDS TO HIGHLAND)			\$1,117.25

Account Descr	Search Name	Comments	Amount
EXPENSE Descr TERRACE LANE			
E 401-70570-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN/ CONSTRUCTION REVIEW/ ADMINISTRATION	\$1,117.25
EXPENSE Descr TERRACE LANE			<u>\$1,117.25</u>
EXPENSE Descr TIF FUND EXPENSES			
E 216-58300-290 OUTSIDE SERVICES/CONTRACTS	REARDON METAL FABRICATING	VILLAGE HALL GATES FOR DUMPSTER	\$1,710.00
EXPENSE Descr TIF FUND EXPENSES			<u>\$1,710.00</u>
EXPENSE Descr UNBUDGETED			
E 401-57300-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	PUBLIC WORKS SERVICES	\$1,292.40
EXPENSE Descr UNBUDGETED			<u>\$1,292.40</u>
EXPENSE Descr WATER UTILITY			
E 620-53700-678 HYDRANTS	FERGUSON WATERWORKS	AFC HYDRANT PARTS	\$1,474.00
E 620-53700-678 HYDRANTS	FERGUSON WATERWORKS	VALVE KIT	\$558.00
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	HOME DEPOT	LUMBER	\$81.56
E 620-53700-650 MAINT-DIST RESERVE/STANDPIPE	HOME DEPOT	HEATER/ INSULATION	\$75.97
E 620-53700-933 TRANSPORTATION EXPENSES	JENSON MOTORS	REPAIR WATER TRUCK	\$706.00
E 620-53700-933 TRANSPORTATION EXPENSES	KAESTNER AUTO ELECTRIC CO	LED LIGHTS	\$444.80
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	MONTHLY CLOUD BACKUP	\$40.00
E 620-53700-673 TRANS&DIST MAINS	RUEKERT & MIELKE	WATER UTILITY SERVICES	\$708.00
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	SCADA SERVICE WORK	\$1,657.08
E 620-53700-632 WATER TREATMENT-SUPPLIES/EXP	USA BLUE BOOK	FLUORIDE SAMPLE CHEMICALS	\$126.20
EXPENSE Descr WATER UTILITY			<u>\$5,871.61</u>
EXPENSE Descr WOODLANDS CT			
E 401-70560-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN/ CONSTRUCTION REVIEW/ ADMINISTRATION	\$1,117.25
EXPENSE Descr WOODLANDS CT			<u>\$1,117.25</u>
			<u>\$132,480.09</u>

VILLAGE OF HARTLAND
LICENSES AND PERMITS
November 28 2022

Bartender (Operator's) Licenses

Cameron Michael Johnson
Kerrie Marie Friedrich
Margaret Berry
Hector Jimenez

The applicants have successfully completed the Responsible Beverage Servers Course. The Chief of Police has reviewed the applications and approves them after deeming the request to be in compliance with Wis. Stats. § 125.04(5).

Notice of Public Hearing
PUD Agreement
Monday, November 28, 2022
6:30 p.m.
Board Room, Municipal Building, 210 Cottonwood Ave.

The Village Board will conduct a Public Hearing to consider the following:

Planned Unit Development Agreement for Eagle Reserve, LLC.

Applicant seeks the agreement to allow for development of two single family residences under condominium ownership on the property located at 1112 Lisbon Ave.

Applicant: Shawn Hoppe, Eagle Reserve, LLC., 310 Prospect Ave., Hartland WI 53029

Interested persons may attend the hearing in person or submit their comments to the Village Clerk's office, in writing, before said hearing.

Information regarding the above noticed hearing may be obtained in the Clerk's office.

Darlene Igl, MMC/WCPC
Village Clerk

DECLARATION OF CONDOMINIUM FOR EAGLE RESERVE CONDOMINIUM

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- 20. MORTGAGEE RIGHTS.**
- 21. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS.**
- 22. CONDEMNATION.**
- 23. CONSTRUCTION OBLIGATION AND REPURCHASE RIGHTS.**
- 24. GENERAL PROVISIONS.**

EXHIBIT A Land Legal Description

EXHIBIT B Condominium Plat

DECLARATION OF CONDOMINIUM FOR EAGLE RESERVE CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM FOR EAGLE RESERVE 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 EAGLE RESERVE, LLC, a Wisconsin limited liability company, (hereinafter "Declarant").

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the small residential condominium 703.02(14m) of the Wisconsin Statutes and the following sections apply to it: 703.365(2), (3), (4), (5), (6), (7), and (8).

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 **EAGLE RESERVE 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 **EAGLE RESERVE 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 Eagle Reserve, 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, which may be added in whole or in part at any time 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 B**, 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 shall be set forth upon establishment of the shared driveway.

5.2 DESCRIPTION OF UNITS.

(a) The Initial Condominium shall consist of two (2) 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) A "Unit: includes the building intended for individual, private use, comprised of one or more contiguous or noncontiguous cubicles of air at one or more levels of space having outer boundaries formed by the unfinished interior surface of the perimeter walls, floors, and ceilings of the building. The Unit shall also consist of the windows, window frames, doors and door frames located within or contiguous to the Unit. The Unit shall also include the portion of the land associated with said Unit as depicted within the boundaries set forth on the Condominium Plat. The Units are designated by identifying numbers, and their location, boundaries, and immediate Limited Common Elements (hereinafter described) to which the Units have access and further details identifying and describing the Units are shown on the Condominium Plat, together with all fixtures and improvements therein contained. Each Unit shall also consist of a garage and outbuilding, which are intended for individual, private use, each comprised of one cubicle of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors and ceilings of the building, together – with porches, patios, balconies and other appurtenant and related structures and equipment shown as related on the Condominium Plat. The garage and outbuilding shall also consist of the windows, window frames, doors and door frames which are located within or contiguous to the Unit. Said boundaries are shown on the Condominium Plat, together with all fixtures and improvements therein contained.

(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, with 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 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 maximum number of Units in the Condominium as expanded will not exceed 12.
- b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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 the initial portion of the shared driveway as depicted on the Condominium Plat, the diversion ditch serving the Land, and all easement areas as

identified on the condominium plat. By way of explanation but not by way of limitation, the common elements shall include:

(a) Shared Driveway as depicted and described on the Condominium Plat recorded on _____, as Document No. _____;

(b) The diversion ditch as depicted and described on the Condominium Plat recorded on _____, as Document No. _____;

(c) The easement areas as depicted and described on the Condominium Plat recorded on _____, as Document No. _____;

The common elements shall be operated, repaired and maintained by and at the expense of Eagle Reserve 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/her 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.

Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited for the installation, repair, maintenance, use, removal and/or replacement of 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;

8. LIMITED COMMON ELEMENTS

The limited common elements shall include the northern portion of the shared driveway as depicted on the Condominium Plat.

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 Eagle Reserve 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 association will be established among Unit owners and the condominium will be controlled by the association.

10.4 Board of Directors. The affairs of the Association shall be governed by a board of directors ("Board of Directors"). All unit owners shall be entitled and required to be a member of the association. The association may be incorporated as a non-profit corporation or limited liability company under the laws of the state of Wisconsin.

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

common elements. All amounts payable by the Association to under such contracts shall be chargeable to the Owners as a Common Expense.

10.6 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, 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.

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. The use of Units and Common Elements is further subject to the following:

(a) A Unit may not be leased except for a term of no less than three hundred sixty-five (365) 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 three hundred sixty-five (365) 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) Parking shall be limited to the private driveway or garage of each unit. Parking of any motor vehicle is not permitted on the shared driveway at any time.

(e) Pets are permitted, subject to conditions, restrictions and prohibitions as set forth by the Village of Hartland.

(f) A Unit Owner 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 the land owned by the Unit as depicted in EXHIBIT B. The only exception is that the cost associated with maintenance and snow removal on the shared driveway and maintenance of the diversion ditch will be maintained by the Association and charged to the Unit Owners as a Common Expense. 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. 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 is permitted to make or may 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 without consent given that these alterations are not made within 25 feet of the boundary line of that Unit. Any addition of a fence or structure (building, pool, etc.) within 25 feet of the other Unit must be agreed upon by both units. A Unit Owner shall not, without written affirmation from the Association, make any structural alterations, or major changes or improvements to 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.

13. DESTRUCTION AND RECONSTRUCTION.

13.1 Repair and Reconstruction. In the event the common element improvements, including, without limitation, the shared driveway and diversion ditch 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 100% 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 comprehensive coverage insurance on the General Common Elements and Limited Common Elements ("Covered Elements") in an amount not less than the full replacement value of the of the Covered Elements, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. Each Unit Owner shall obtain and maintain comprehensive insurance coverage for all buildings, outbuildings, and land directly associated with each Unit as well as for 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 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, unless waived by the Association.

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, insurance, management services, landscaping, snow removal on the shared driveway, maintenance of the diversion ditch, 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 Water and Sewer Billing. Individual metering of each Unit in Eagle Reserve Condominium and individual Utility billing to Units will be required upon purchase of the unit. Expenses associated with converting Units to individual unit metering are to be paid by the Unit owner.

15.5 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.

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

- (a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;
- (b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations where there is found to be a violation thereof;
- (c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;
- (d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or any Limited Common Elements;
- (e) Interest due on General Assessments and Special Assessments;
- (f) Forfeitures and other penalties as provided for in the By- Laws and/or Rules and Regulations levied by the Board for violations of the Act, the Declaration, the By-Laws, or the Rules and Regulations by a Unit Owner of the tenants or guests of the Unit Owner or occupants of a Unit.

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

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

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

15.7 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 two hundred dollars (\$200.00), 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.

15.8 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.

15.9 Date of Commencement of Assessments. The General Assessments provided for herein shall be payable in quarterly installments and the quarterly 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.

15.10 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.

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

- (a) Liens of general and special taxes; and
- (b) A Lien for all sums unpaid on a first Mortgage, or on any

Mortgage to the Declarant, duly recorded in the Waukesha County, Wisconsin, Register of Deeds Office, prior to the making of such 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.

15.12 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 incur a late fee of 10% of the amount due. An additional 10% fee will be assessed for each month 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.

In order to ensure transparency while the Condominium consists of two units, each unit will be provided verification of deposit of quarterly dues and/or assessed late fees via monthly sharing of the Association's bank statements.

15.13 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.

15.14 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.

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

16. PARTITION OF COMMON ELEMENTS PROHIBITED.

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

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

The percentage of the undivided interest in the Common and Limited Common Elements and facilities shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit ownership without including therein

both the Unit owner's interest in the Unit and the corresponding percentage of ownership in the Common and Limited Common Elements and facilities, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

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

18.4 Access Utility and Storm Water Easements. The Condominium Plat for Eagle Reserve 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 Eagle Reserve Condominium, as described on the attached **Exhibit A**. To the extent said easement areas are within lands now or (after

expansion of the Condominium) hereafter included within Eagle Reserve Condominium, Declarant retains a permanent, perpetual, and non-exclusive easement in each of said easement areas, for the purposes intended, for the use and benefit of the lands described on the attached **Exhibit B**. A separate document titled "Eagle Reserve 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.

18.5. 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. Architectural Control authority shall be through the association in accordance with any architectural restrictions as stated in the by-laws, if any. All buildings shall be subject to the Village of Hartland ordinances as regulated through the building permit process.

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, indoor storage of equipment, and occupations as permitted by the Rules and Regulations.

(b) All buildings, structures and improvements constructed or installed within a Unit, other than a driveway extending to the shared driveway 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 compliance with the Village of Hartland building and zoning regulations.

(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:

(d) 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:

One story
More than one story

MINIMUM SIZE:

2,000 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.

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.

(i) Driveways. All private 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.

(ii) 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 this 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.

(iii) 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.

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

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 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 of the Building and other improvements on its Building Pad pursuant to approved plans by the Village of Hartland Building Inspector.

In the event that construction of improvements has not been commenced 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 Hartland, Waukesha County, the State of Wisconsin and the federal government, and the same may be more restrictive than these the restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-laws and Rules and Regulations. In the event there is a conflict between the requirements of Declaration, the By-laws and Rules and Regulations and any provision of the City, County, State or federal law or regulation, the more restrictive provisions shall apply.

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

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

24.4 Notices. All notices and other documents required or permitted to be given by this Declaration or the By-Laws of the Association to a Unit Owner shall be sufficient if given to one (1) Owner of a Unit regardless of the number of Owners who have an interest therein. All Owners shall provide the Association with an address for the mailing and emailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it, emailing it or having it delivered personally to such address as is on file with the Association.

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

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

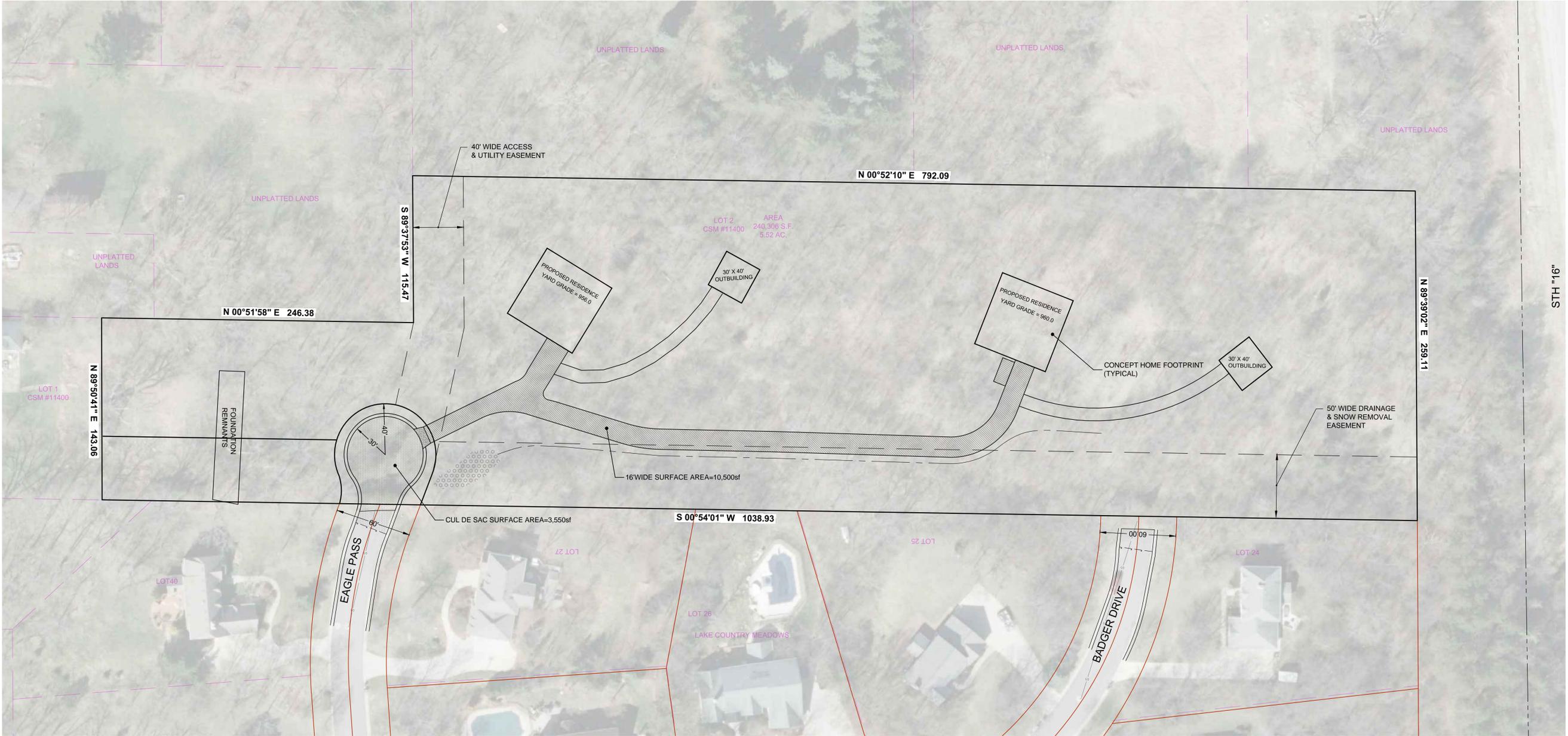
24.7 Registered Agent. Shawn Hoppe is hereby appointed by Declarant as the registered agent for the condominium. The address of said registered agent is: 320 Prospect Ave, Hartland, WI, 53029. The registered agent may be changed in accordance with any provision allowed by law in effect at the time of 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.

Exhibit A

LEGAL DESCRIPTION:

Lot Two (2) of Certified Survey Map No. 11400, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on January 11, 2016, as Document No. 4186156, being a part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Thirty-five (35), Township Eight (8) North, Range Eighteen (18) East, in the Village of Hartland, County of Waukesha, State of Wisconsin.

SITE DATA TABLE	
SURFACE AREA DESCRIPTION	AREA (SF)
PROPERTY AREA :	240,306
PROPOSED BUILDING FLOOR AREA (60'X60'X2):	7,200
PROPOSED OUTBUILDING FLOOR AREA (30'X30'X2):	1,800
PROPOSED CUL-DE-SAC (INCLUDING CURB)	3,550
PROPOSED 16' DRIVE AND PARKING STALLS:	10,500
TOTAL NEW HARD SURFACE AREA:	23,050
ALLOWABLE HARD SURFACE INCREASE (NO SWM):	240,306X10%=24,031
CONCLUSION:	23,050 < 24,031 OK NO SWM



THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY SEH LAND SURVEYORS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

NOTE: THIS GRADING PLAN MUST BE APPROVED BY THE VILLAGE ENGINEER AND BUILDING INSPECTOR.

DATE	DESCRIPTION
08-01-22	REVIEW No.1
10-07-22	REVIEW No.2

EEC
ELLENA ENGINEERING CONSULTANTS, LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
 Phone: 262-719-6183 Fax: 866-457-2584 Email: mellen@eeceng.com

1112 LISON AVE
 VILLAGE OF HARTLAND, WI
SITE PLAN

WISCONSIN
 MARK R. ELLENA
 E-24090
 WALES, WI
 PROFESSIONAL ENGINEER
Mark R. Ellena

DATE: 07-22-2022
 BY: MARK R. ELLENA, PE
 SCALE: 1"=40'

SHEET NUMBER
 C100

GENERAL CONSTRUCTION SPECIFICATIONS:

- All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition; the State of Wisconsin Plumbing Codes and the Village of Hartland Construction Specifications & Ordinances. All permits must be obtained by the contractor prior to commencing work.
- All erosion control measures specified on this plan shall meet the design criteria, standards and specifications as set forth in the Wisconsin Department of Natural Resources and the Village of Hartland Standards.
- All erosion control devices (i.e., silt fence, inlet protection, gravel entrance, etc.) shall be installed prior to commencing grading or utility construction.
- All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
- The OWNER shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
- The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.

- All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
- Contractor shall be responsible for maintaining the public roadways. Public roadways shall be kept free of silt or dirt tracked from areas under construction by sweeping at the end of each work day or as often as required by the Village Inspector.
- Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed areas and provide seed, fertilizer and restore per the Standard Specifications.
- All disturbed areas shall be revegetated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.
- All erosion control devices shall be routinely inspected every seven days or within 24 hours of a rainfall greater than 0.5 inches (By GENERAL CONTRACTOR).
- If permanent seeding is not completed by September 15, apply temporary seeding. If temporary seeding is not completed by October 15, mulch or erosion control fabric shall be placed on all inactive disturbed soils between October 15th and May 1st as a temporary soil stabilization measure during the non-growing season. See technical standards for installation requirements.
- Construction between November 1st and May 1st will require measures to stabilize the site over winter. If the construction site is not stabilized with pavement, gravel road base, rip rap or 70 percent density mature vegetative cover crop, then the site must comply with the winter construction site erosion control requirements found in the WDNR Technical Standards.

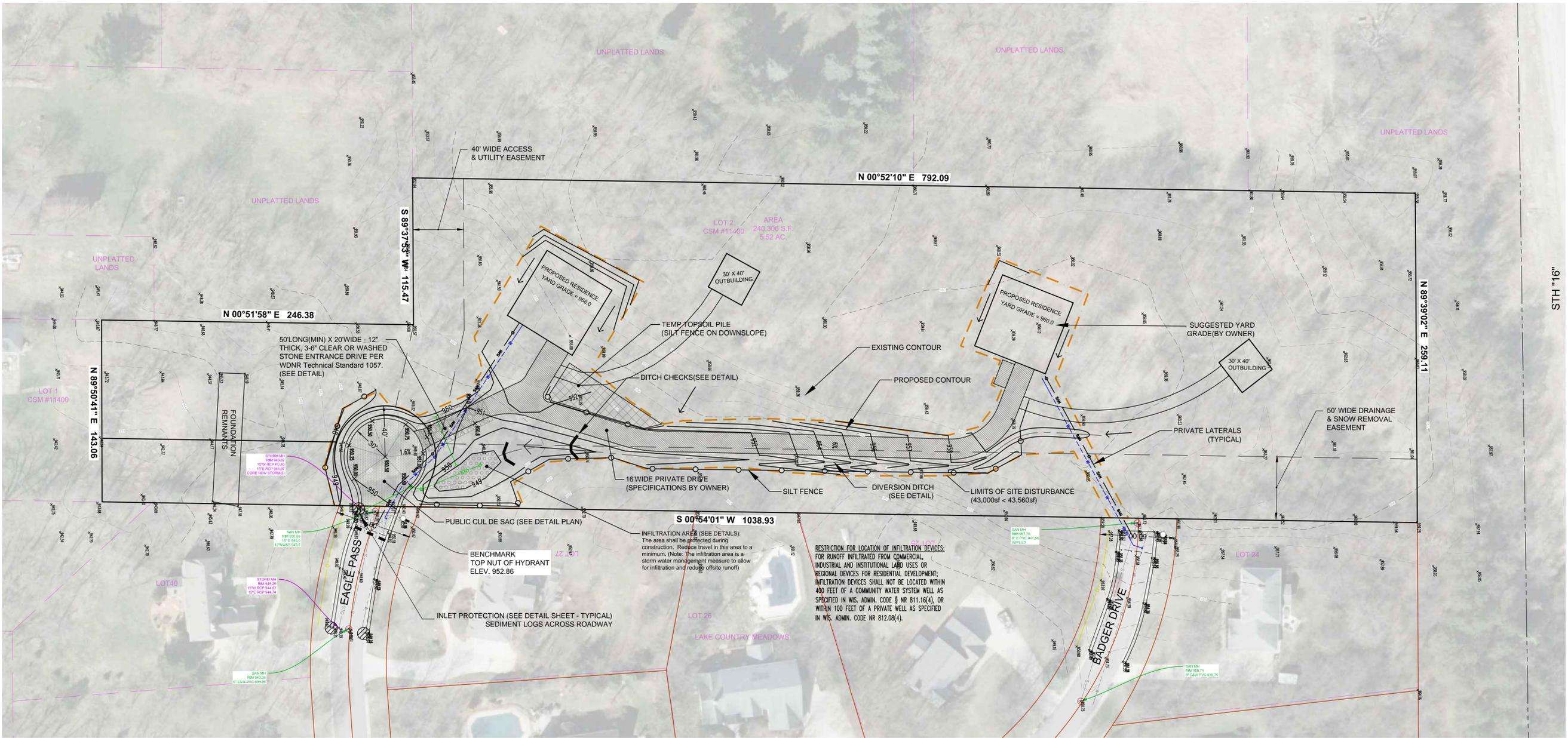
CONSTRUCTION PHASING SEQUENCING:

- THE CONTRACTOR MUST FOLLOW THE FOLLOWING CONSTRUCTION SEQUENCE AS REQUIRED BY THE WDNR AND THE VILLAGE:
- INSTALL SILT FENCE IN ACCORDANCE WITH THE WDNR TECHNICAL STANDARDS.
 - STRIP TOPSOIL FROM THE STRUCTURAL AREAS AND STOCKPILE FOR RESPREAD.
 - COMPLETE UTILITIES AND ROADWAY CONSTRUCTION. PLACE EXCESS MATERIAL IN FUTURE BUILDING & DRIVE AREAS AND COMPACT IN LIFTS.
 - RESPREAD TOPSOIL, RE-VEGETATE AND STABILIZE ALL DISTURBED AREAS.
 - INSTALL DRAINAGE AND INSTALL CLEAR STONE FOR INFILTRATION AREA.
 - INSTALL TYPE B EROSION CONTROL MATTING IN SWALES AND INFILTRATION SIDE SLOPES.
 - AFTER ALL DISTURBED AREAS ARE WELL-ESTABLISHED AND FOLLOWING FINAL AS-BUILT ACCEPTANCE BY THE VILLAGE, REMOVE ALL SILT FENCE AND ANY OTHER TEMPORARY BMP'S.

CONSTRUCTION SCHEDULE: START DATE: NOVEMBER 1, 2022.
COMPLETION DATE: DECEMBER 15, 2022

ADDITIONAL EROSION CONTROL NOTES:

- EXCESS SOILS ARE TO BE HAULED OFF SITE OR ENCLOSED WITH AN APPROVED SEDIMENT CONTROL DEVICE WITHIN 24 HOURS.
- SOIL PILES LEFT UNDISTURBED FOR 7 OR MORE DAYS WILL NEED TO BE STABILIZED BY AN APPROVED METHOD.
- ALL DISTURBED AREAS NOT COVERED BY PERMANENT STRUCTURES OR PAVEMENT SHALL BE FINISHED GRADED WITH 3"-6" TOPSOIL, SEEDED AND STABILIZED WITHIN 7 DAYS OF REACHING FINAL GRADE.



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NOTE: THIS UTILITY PLAN MUST BE APPROVED BY THE VILLAGE ENGINEER AND BUILDING INSPECTOR.

DATE	DESCRIPTION
08-01-22	REVIEW NO. 1
10-07-22	REVIEW NO. 2

EEC
ELLENA ENGINEERING CONSULTANTS, LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
 Phone: 262-719-6183 Fax: 866-457-2584 Email: mellen@eeceing.com

1112 LISON AVE
 VILLAGE OF HARTLAND, WI
GRADING & EROSION CONTROL PLAN

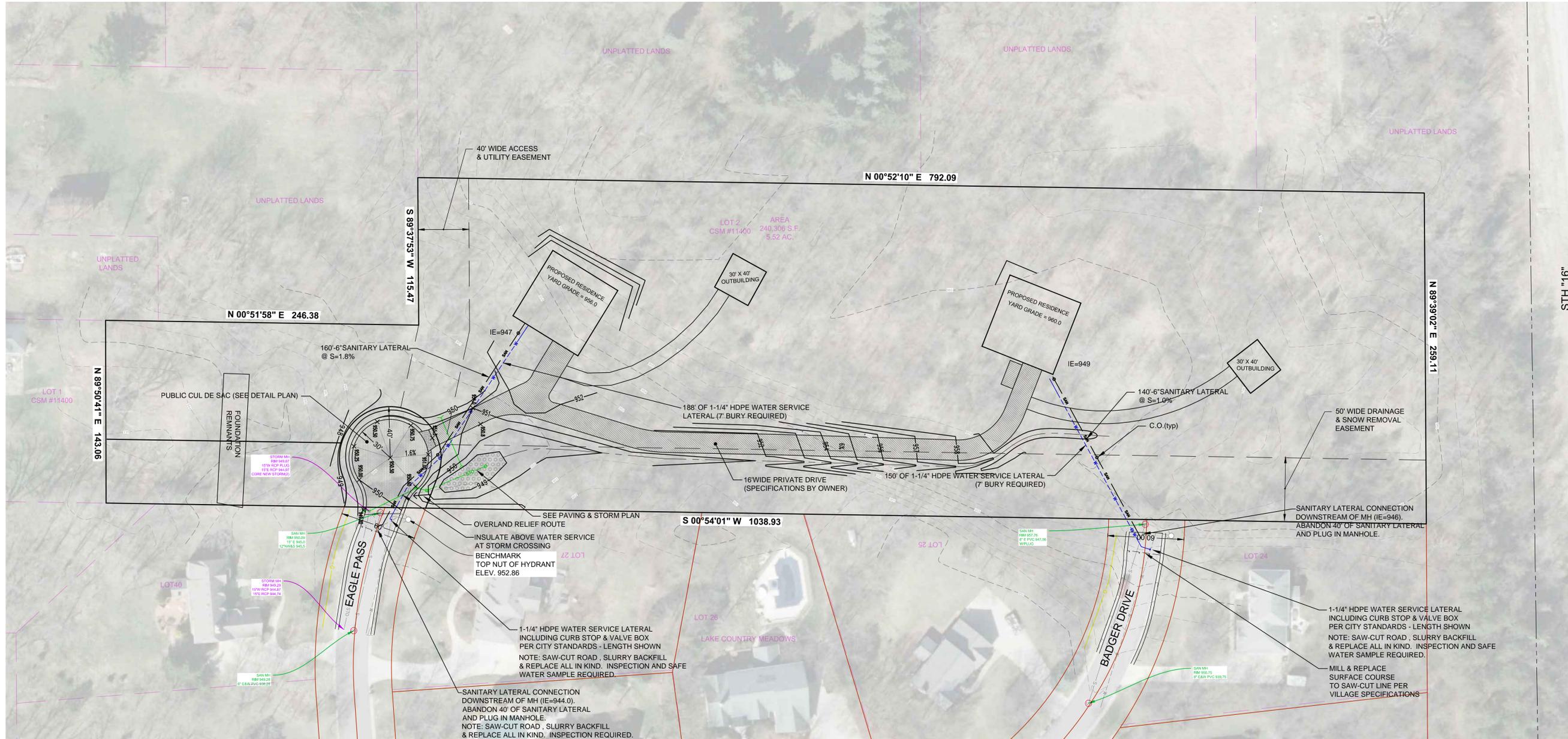
WISCONSIN
 MARK R. ELLENA
 E-24090
 WALES, WI
 PROFESSIONAL ENGINEER
Mark R. Ellena

DATE: 06-14-2022
 BY: MARK R. ELLENA, PE
 SCALE: 1"=40'

SHEET NUMBER
C200

WATER MAIN, SANITARY & STORM SEWER SPECIFICATIONS:

1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition, the Village of Hartland Ordinances and the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin.
2. Water main, sanitary & storm sewer design, permitting, construction, installation, supervision, maintenance, inspection AND testing shall be in accordance with State of Wisconsin, Chapter SPS 382 and the Village of Hartland Standards as applicable. All permits must be obtained by the contractor prior to commencing work.
3. Sanitary laterals shall be 4" PVC (solid wall), ASTM D-3034, DR-35 per s.8.10.0 of the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.
4. Residential Water main laterals shall be 1-1/4" CTS C-901 SDR-9 HDPE Water Tube with solid stainless steel insert sleeves with curb stop and corporation stop. Joints shall be with joint compression fittings as manufactured by Mueller, McDonald and Ford.
5. Public Storm Sewer pipe shall be reinforced concrete pipe (RCP) 12" RCP CLIII.
6. The Village of Hartland Standard Specifications and Detail Drawings Handbook, latest addition shall control the Design Standards and Material Specifications shown hereon. In the case of a conflict in design or specification, the Handbook shall control or approval must be sought by the Village Engineer.



THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY SEH LAND SURVEYORS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

GENERAL NOTES:

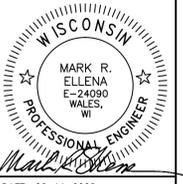
1. Public Works Inspection is required for all work in public right-of-way. Contact the Village Plumbing Inspector Supervisor 72 hours prior to scheduling work.
2. Tracer wire required on all laterals per State Standards.

NOTE: THIS UTILITY PLAN MUST BE APPROVED BY THE VILLAGE ENGINEER AND BUILDING INSPECTOR.

DATE	DESCRIPTION
08-01-22	REVIEW No. 1
10-07-22	REVIEW No. 2

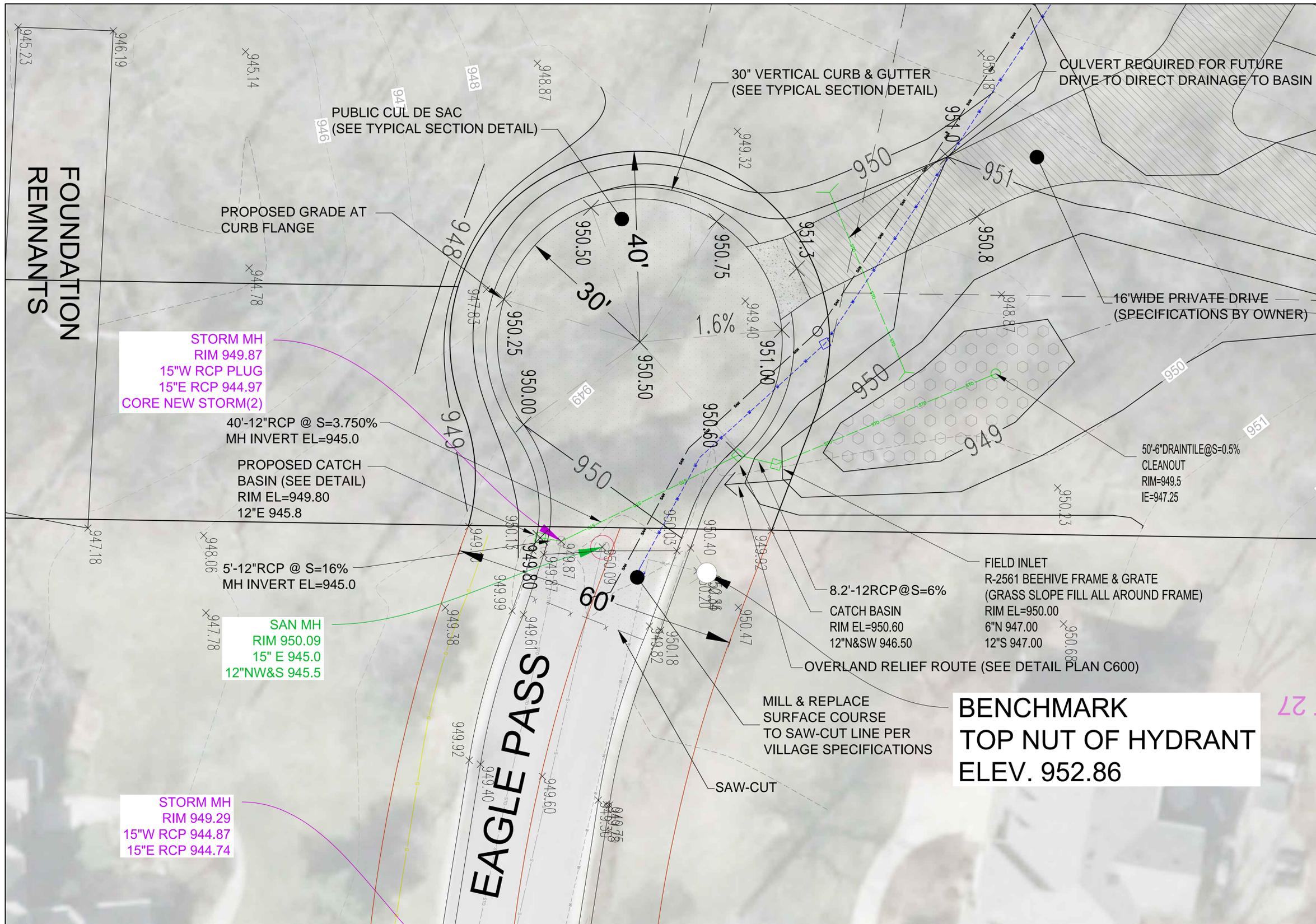
EEC
ELLENA ENGINEERING CONSULTANTS, LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
 Phone: 262-719-6183 Fax: 866-457-2584 Email: mellen@eeeceng.com

1112 LISON AVE
 VILLAGE OF HARTLAND, WI
PRIVATE UTILITY LATERAL PLAN



DATE: 06-14-2022
 BY: MARK R. ELLENA, PE
 SCALE: 1"=40'

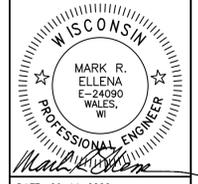
SHEET NUMBER
C300



DATE	DESCRIPTION
08-01-22	REVIEW No.1
10-07-22	REVIEW No.2


ELLENA ENGINEERING CONSULTANTS, LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
 Phone: 262-719-6183 Fax: 866-457-2584 Email: mellena@eeceng.com

1112 LISON AVE
 VILLAGE OF HARTLAND, WI
PAVING & STORM SEWER DETAIL



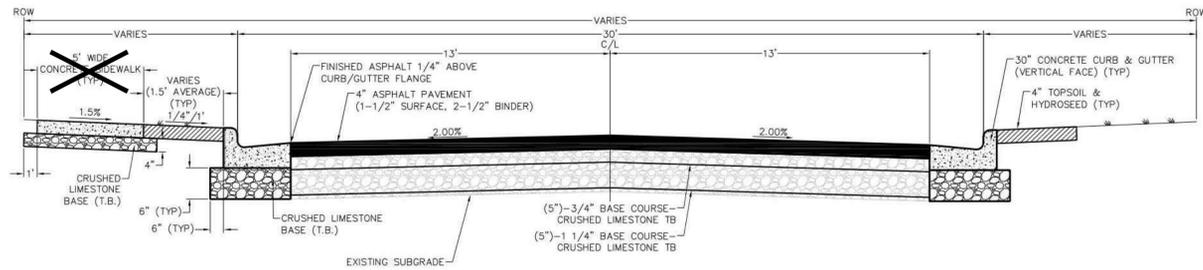
DATE: 06-14-2022
 BY: MARK R. ELLENA, PE
 SCALE: 1"=40'

SHEET NUMBER
 C400

THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY SEH LAND SURVEYORS.
 WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS
 CANNOT BE GUARANTEED NOR CERTIFIED TO.

NOTE: THIS PAVING PLAN MUST BE APPROVED BY THE VILLAGE ENGINEER AND BUILDING INSPECTOR.

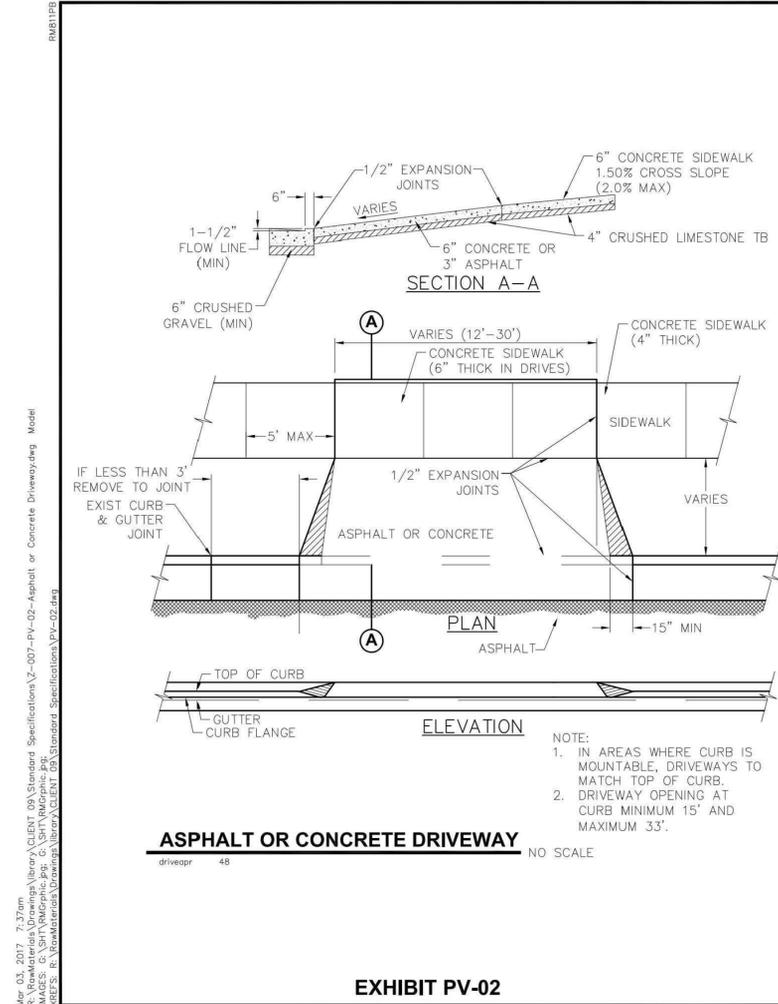
EXHIBIT PV-01A - NEW RESIDENTIAL



COURSE	ASPHALT MIX SPECIFICATION		
	RESIDENTIAL	COLLECTORS	ARTERIAL/INDUSTRIAL
BINDER	3LT 58-28S	3LT 58-28S	3MT 58-28S
SURFACE	5LT 58-28S	5LT 58-28S	5MT 58-28H

- NOTES:
1. ADJUST MH FRAMES, AND VALVE BOXES TO 1/4-INCH TO 1/2-INCH LOWER THAN FINISH GRADE.
 2. 4" THICK CONCRETE SIDEWALK, EXCEPT 6" THICK THROUGH DRIVEWAY APPROACH.
 3. COMPACT BASE TO 95%.

TYPICAL NEW URBAN SECTION-RESIDENTIAL NO SCALE
 PV-01A 2



ASPHALT OR CONCRETE DRIVEWAY NO SCALE
 driveapr 48

EXHIBIT PV-02

Mar 03, 2017 7:32am
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DATE	DESCRIPTION
08-01-22	REVIEW No.1
10-07-22	REVIEW No.2

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1112 LISON AVE
 VILLAGE OF HARTLAND, WI
 DETAIL PLAN

WISCONSIN
 MARK R. ELLENA
 E-24090
 WALES, WI
 PROFESSIONAL ENGINEER
 DATE: 06-14-2022
 BY: MARK R. ELLENA, PE
 SCALE: 1"=40'

SHEET NUMBER
 C500

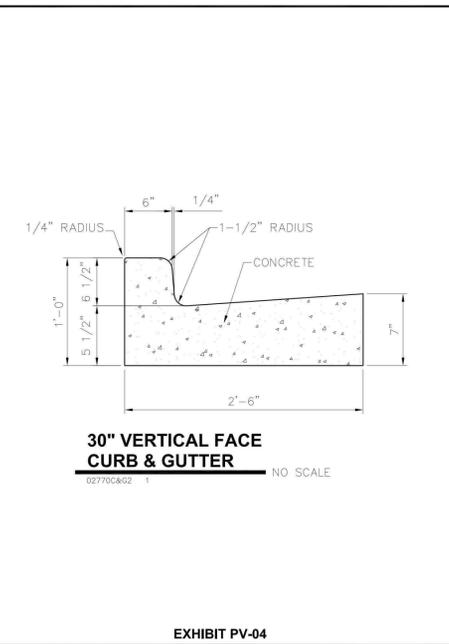
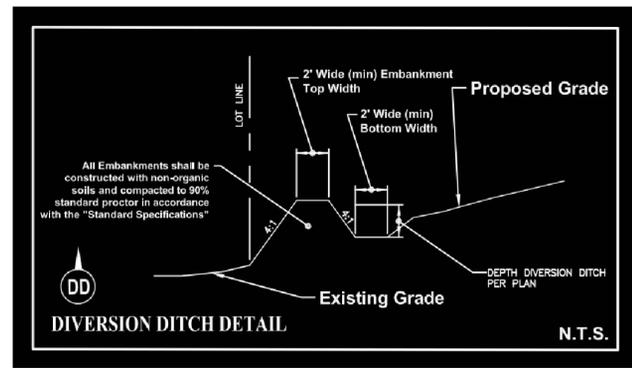
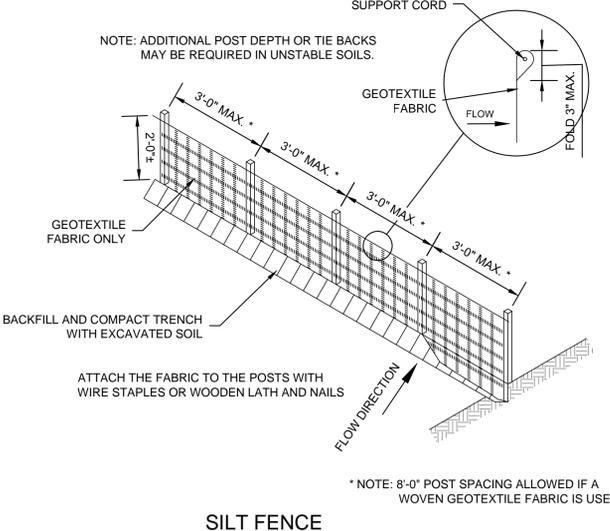


EXHIBIT PV-04

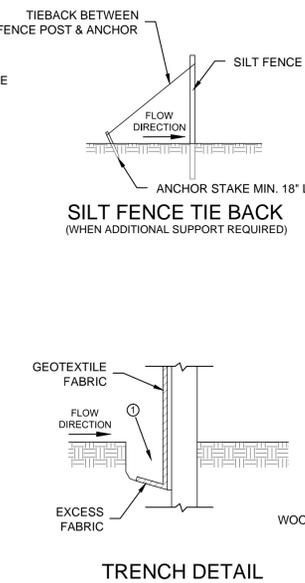


DIVERSION DITCH DETAIL N.T.S.

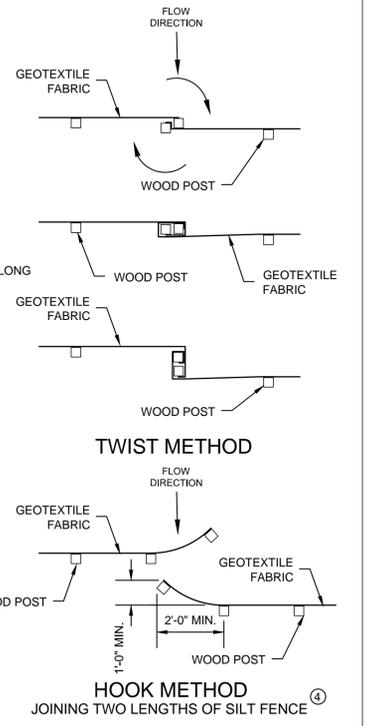
- GENERAL NOTES
1. TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
 2. WOOD POSTS SHALL BE A MINIMUM OF 1 1/2" x 1 1/2" OF OAK OR HICKORY.
 3. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING METHODS: A) TWIST METHOD - OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES. B) HOOK METHOD - HOOK THE END OF EACH SILT FENCE LENGTH.



SILT FENCE



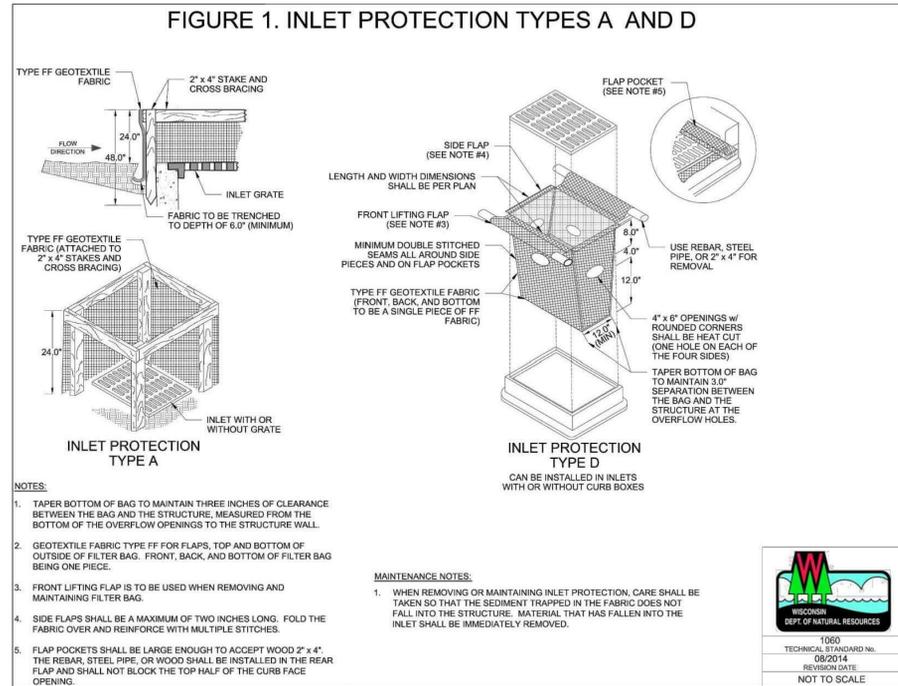
TRENCH DETAIL



HOOK METHOD JOINING TWO LENGTHS OF SILT FENCE

THIS DRAWING BASED ON WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD DETAIL DRAWING 8 E 9-6.

EXHIBIT EC-01



VILLAGE OF HARTLAND NOTE: TYPE D INLET PROTECTION SHALL BE USED IN ALL AREAS. WOOD/REBAR TO BE REMOVED DURING WINTER.

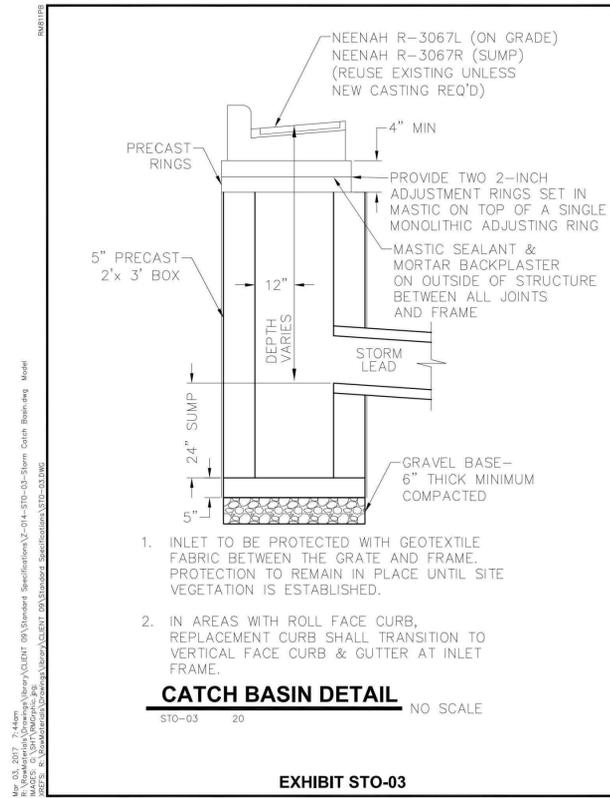
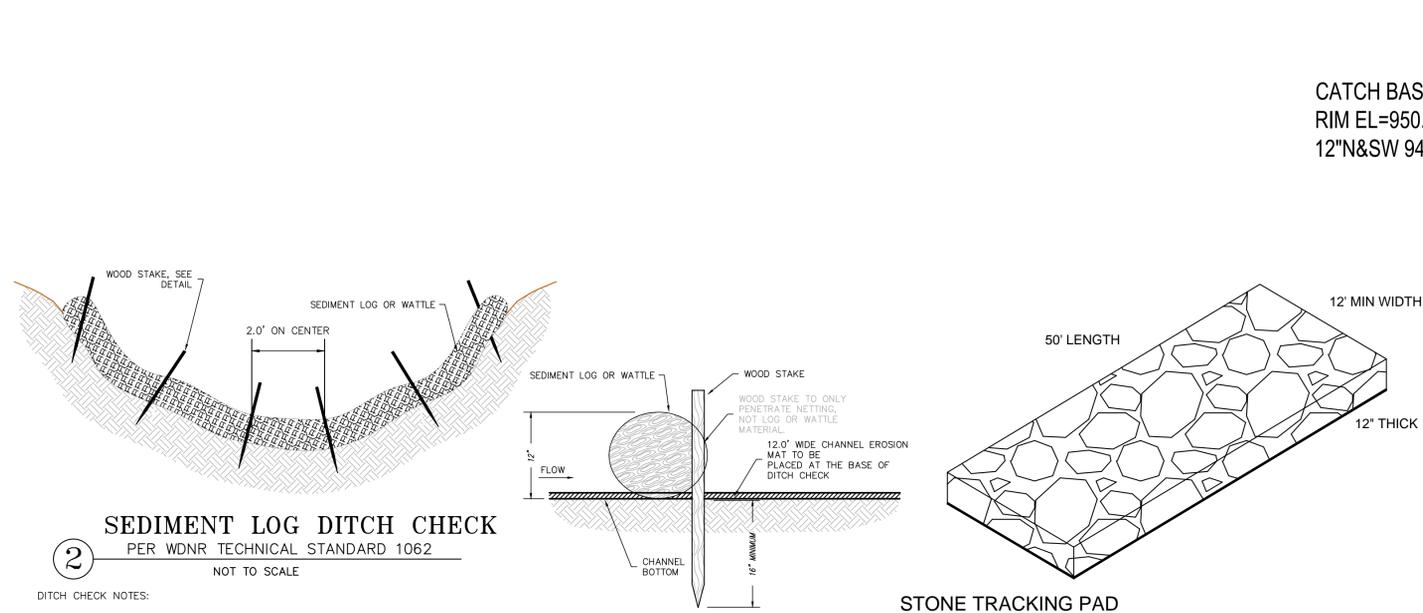


EXHIBIT STO-03

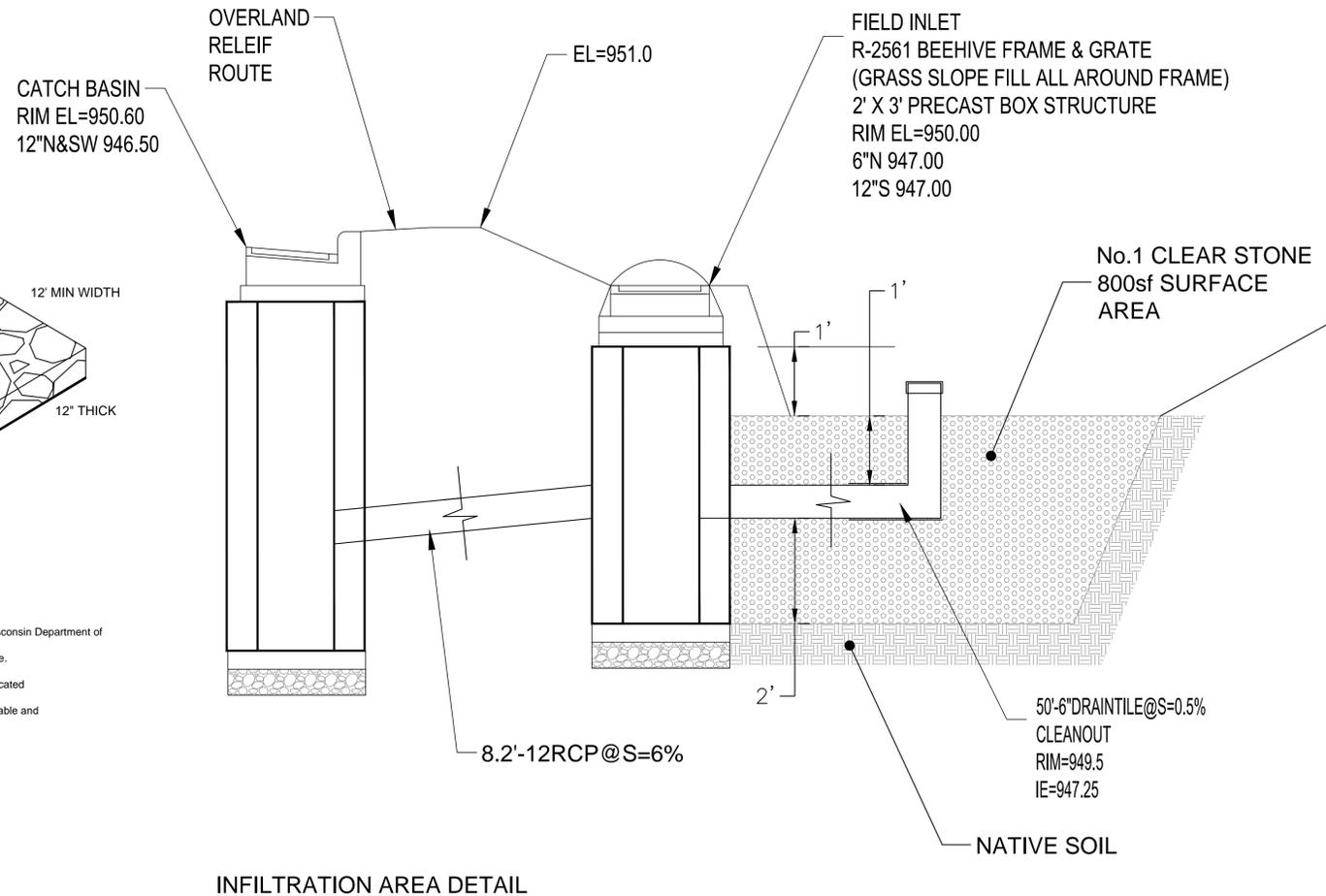


SEDIMENT LOG DITCH CHECK
 PER WDNR TECHNICAL STANDARD 1062
 NOT TO SCALE

- DITCH CHECK NOTES:**
1. PREPARE SITE TO DESIGN PROFILE AND GRADE. REMOVE DEBRIS, ROCKS, CLODS, ETC. GROUND SURFACE SHOULD BE SMOOTH PRIOR TO INSTALLATION TO ENSURE LOG REMAINS IN CONTACT WITH SLOPE.
 2. DO NOT ALLOW FLOW TO OVERTOP INSTALLATION.
 3. STAKE TO BE PLACED AT TOE OF SLOPE, BOTH SIDES
 4. 1 1/2" x 1 1/2" x 30" WOODEN STAKES ARE RECOMMENDED FOR 6", 9", AND 12" SEDIMENT LOGS OR WATTLES.
 5. INSTALL EROSION MAT PER MANUFACTURES SPECIFICATIONS.
 6. INSPECT DITCH CHECKS WEEKLY AND WITHIN 24 HRS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE WITHIN A 24 HOUR PERIOD.
 7. DITCH CHECK SHALL BE AMERICAN EXCELSIOR CURLEX 12" SEDIMENT LOG, NORTH AMERICAN GREEN WS-12 OR OTHER APPROVED DITCH CHECK AS SPECIFIED IN THE WDOT EROSION CONTROL PRODUCT ACCEPTABILITY LIST (PAL).
 8. SPACING TO BE INSTALLED PER WDNR-CPS 1062 (EVERY TWO (2) VERTICAL FEET) AS SHOWN ON PLANS.

- PER WDNR TECH STANDARD 1057**
- Note 1: Use hard, durable, angular No. 3" stone or recycled concrete meeting the gradation in Wisconsin Department of Transportation (DOT) 2018 Standard Specification, Section 312, Select Crushed Material.
 - Note 2: Slope the stone tracking pad in a manner to direct runoff to an approved treatment practice.
 - Note 3: Select fabric type based on soil conditions and vehicles loading.
 - Note 4: Install tracking pad across full width of the access point, or restrict existing traffic to a dedicated egress lane at least 12 feet wide across the top of the pad.
 - Note 5: If a 50' pad length is not possible due to site geometry, install the maximum length practicable and supplement with additional practices as needed.

DITCH CHECK



INFILTRATION AREA DETAIL

DATE	DESCRIPTION
08-01-22	REVIEW No.1
10-07-22	REVIEW No.2

EEC
 ELLENA ENGINEERING CONSULTANTS, LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
 Phone: 262-719-6183 Fax: 866-457-2584
 Email: mellen@eeceng.com

1112 LISON AVE
 VILLAGE OF HARTLAND, WI
DETAIL PLAN

WISCONSIN
 MARK R. ELLENA
 E-24090
 WALES, WI
 PROFESSIONAL ENGINEER
 DATE: 06-14-2022
 BY: MARK R. ELLENA, PE
 SCALE: 1"=40'

SHEET NUMBER
 C600

PLANNED UNIT DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF HARTLAND

AND

~~PARADISE TRAIL~~ SEAGLE RESERVE, LLC.

August , ~~2020~~ 2022

1 PARADISE TRAILSEAGLE RESERVE, LLC

2 PLANNED UNIT DEVELOPMENT AGREEMENT

3
4 THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "Agreement") is entered into as
5 of the ____ day of ~~August~~ 2020, by and between PARADISE TRAILSEAGLE
6 RESERVE, LLC (the "Developer"); HAS THIS LLC BEEN FORMED? PLEASE PROVIDE
7 PROOF OF SAME.] upon approval of the Village, and the VILLAGE OF HARTLAND, a
8 Wisconsin Municipality, (the "Village").

9 RECITALS

10 A. Developer shall be required to provide proof to the satisfaction of the Village Attorney that it
11 has become the owner of approximately 27.48245.52 acres of real property (~~Lot 1 and Outlot~~
12 ~~1~~) located in the Village and legally described on EXHIBIT A attached hereto (the "Site").
13 Developer desires to develop it for single-family residential purposes with condominium
14 ownership (the "Project").

15
16 B. Developer desires to develop 47-2 single-family residences under condominium ownership ~~in~~
17 ~~two (2) phases~~ as depicted on EXHIBIT B (Site Plan) and EXHIBIT D (Final Condominium
18 Plat) and has requested re-zoning and development approval.

19
20 C. Upon consideration of specific plans for the proposed development, it was determined by the
21 Plan Commission and Village Board that a total site density of not more than 47-2 residential
22 units is consistent with the general density requirements of the cluster development land use
23 as described in the Village of Hartland Comprehensive Development Plan: 2035.

24
25 ~~D. In order to preserve portions of an Isolated Natural Resources Area (INRA) within the Site,~~
26 ~~the Village and the Developer have agreed to cluster the improvements on the Site and that~~
27 ~~the Developer create or improve certain trail areas within the INRA and provide easements~~
28 ~~for same as an amenity accessible by and for the benefit of the general public subject to~~
29 ~~requirements of the Zoning Code adjusted by PUD Overlay Zoning for the Project.~~

30
31 E.D. Upon RECORDING of this Agreement, ~~Lot 1~~ the Site shall be re-zoned to RSE-1S-5
32 Residential Single-Family District ~~and Outlot 1 as an Upland Conservancy Overlay District~~
33 ~~with both being re-zoned on an overlay basis~~ as a Planned Unit Development (PUD) District
34 as shown in the attached EXHIBIT C to facilitate the proposed Project.
35

36 ~~F.E.~~ The Developer has prepared a Final Condominium Plat for development of the Project, a
37 copy of which is attached hereto as EXHIBIT D (the “Condominium Plat”), which was
38 considered by the Plan Commission and recommended for approval subject to
39 representations made during the consideration process by the Developer, final approval by
40 “Village Staff”(which shall include but is not limited to the Village Engineer, Village
41 Administrator, Village Building Inspector/Zoning Administrator and Village Attorney), and
42 the RECORDING of this Agreement with all EXHIBITS.
43

44 ~~G. Developer has submitted a Certified Survey Map (“CSM-PT”) which was considered by the~~
45 ~~Plan Commission and recommended for approval subject to representations made during the~~
46 ~~consideration process by the Developer, final approval by Village Staff and the~~
47 ~~RECORDING of the CSM-PT before this Agreement.~~
48

49 ~~H.F.~~ The Village of Hartland is requiring that Developer install certain public and private
50 improvements necessary to service the development of the Site ~~and facilitate ingress and~~
51 ~~egress vehicular and pedestrian access and sewer and water utility service to adjoining lands~~
52 ~~via a public easement.~~ The acceptance of the dedication of public improvements shall be
53 contingent upon the construction of said improvements according to applicable State and
54 municipal specifications and ordinances.
55

56 ~~I.G.~~ The Village Board has conditionally approved Developer’s plans and specifications for
57 the Project, which were considered by the Plan Commission and recommended for approval
58 subject to representations made during the consideration process by the Developer and final
59 approval by Village Staff and the RECORDING of this Agreement.
60

61 ~~J.H.~~ Developer agrees to develop the Site as herein described in strict accordance with this
62 Agreement.

63 FINDINGS

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

66 A. The proposed site will be provided with adequate drainage facilities for surface water and
67 storm water conditioned on the Developer completing the design as approved by Village
68 Staff in accordance with Village ordinances.

69 B. The proposed site will be accessible from ~~Campus Drive Eagle Pass~~ and ~~private a -public~~
70 ~~access cul de sac roads drives~~ that ~~are is~~ adequate to carry the traffic that can be expected to
71 be generated by the proposed development ~~and that of adjoining lands~~ conditioned on
72 development of private and public roads within the site.
73

- 74 A. No undue constraint or burden will be imposed on public services and facilities, such as fire
75 and police protection, street maintenance, water, sanitary sewer and storm drainage, and
76 maintenance of public areas by the proposed development.
77
- 78 B. The public ~~street-cul de sac~~ on the site of the proposed development will be adequate to serve
79 the residents of the proposed development and provide access to adjoining lands and will
80 meet the minimum standards of all applicable ordinances or administrative regulations of the
81 Village.
82
- 83 C. Water and sewer services will be delivered and provided through privately owned
84 infrastructure connected to Village public utilities.
85
- 86 D. The entire Site to be included in this Planned Unit Development Overlay District will be held
87 under single ownership during development and its existence except for sales of
88 condominium units. The Developer and its successors in interest understand and agree that
89 the division of the PUD into two separate parcels or the increase in the number of
90 condominium units on the Site will not be permitted at any time in the future.
91
- 92 E. The locations of ~~the~~ entrances and exits have been designated to prevent unnecessary
93 interference with the safe and efficient movement of traffic on surrounding streets, and the
94 development will not create an unreasonable adverse effect upon the general traffic pattern of
95 the surrounding neighborhood.
96
- 97 F. The size, quality and design of all buildings, landscaping and other site development features
98 in the Project will be compatible with the general character of the Village and specifically to
99 the surrounding neighborhood, and the design of the development will result in an attractive
100 and harmonious development compatible with and not adversely affecting the property
101 values of the surrounding neighborhood.
102
- 103 G. The Project will create an attractive residential environment of sustained desirability and
104 economic stability, ~~including structures in relation to terrain, consideration of safe pedestrian~~
105 ~~flow and ready access to recreation space.~~
106
- 107 H. The total net residential density within the Planned Unit Development Overlay District is
108 compatible with the Village of Hartland Comprehensive Development Plan: 2035. The total
109 net density is also consistent with and does not exceed the density of development permitted
110 in the underlying basic use zoning district. (See also FINDINGS, Paragraph D above.)
111
- 112 I. Structure types will be compatible with other structural types permitted in the underlying
113 basic use district elsewhere in the Village.

- 114
115 J. Provisions are being made for the construction of private sewer, water and stormwater
116 facilities within the Project with connection to public facilities for the potential use of other
117 utility users and the continuing maintenance and operation of ~~these~~ those portions of the
118 private facilities by the Condominium Association.
119
- 120 K. Provision has been made for adequate fire and police protection.
121
- 122 L. The population density of the development will not have an adverse effect upon the
123 community's capacity to provide needed school or other municipal service facilities.
124
- ~~125 M. Adequate guarantee is provided for permanent preservation of open space areas conditioned~~
~~126 on the re-zoning of the Isolated Natural Resource Area as an Upland Conservancy Overlay~~
~~127 District and that no other development will occur therein except that which is approved~~
~~128 herein.~~
129
- ~~130 N.M.~~ N.M. The care and maintenance of private open space is ensured by the establishment of an
131 appropriate ownership organization for the Project through the establishment of an
132 incorporated Condominium Association that will be charged with enforcing the care and
133 maintenance of said open space, including all common and certain limited common areas.
134 The Developer agrees to clear and remove trees in conjunction with the installation of the cul
135 de sac that would otherwise hinder the use of a public easement in Lot 1 and Outlot 1 and
136 Joint Storm Water Easement area adjacent to Lot 1 and Outlot 1 (EXHIBIT A).
137
- ~~138 O.N.~~ O.N. Ownership, maintenance and tax liability of private open space areas, including all
139 common and certain limited common areas, shall be established and enforced by via certain
140 funded reserves and other amounts to be collected as part of unit sales to also be held in
141 segregated statutory reserves under the control of the Condominium Association.
142
- ~~143 P. Clustering of residential development is permitted in Lot 1 provided that permanent common~~
~~144 open space in Lot 1 and Outlot 1 is permanently preserved so that the overall density of~~
~~145 residential use permitted in Lot 1 never exceeds 47 units.~~

146 NOW, THEREFORE, in consideration of the granting of final approvals as stated in the above
147 RECITALS by the Village Staff, the incorporation of all of the above RECITALS which are
148 made a part of this Agreement, the covenants of the Village and Developer set forth herein, and
149 other good and valuable consideration, the receipt and sufficiency of which is hereby
150 acknowledged, Developer does hereby agree to develop the Site as follows:

151 Section I. PUD Requirements

- 152 A. Developer shall comply with this Agreement.
- 153
- 154 B. The Project shall include not more than ~~forty-seven (47)~~two (2) single family residential
- 155 units as portrayed the Site Plan (EXHIBIT B ~~and EXHIBIT D~~).
- 156
- 157 C. The Project shall at all times comply with the requirements of the ~~RS-5RSE-1 SingleSingle~~
- 158 Family Residential District, ~~except as defined below, and the requirements of the UCO –~~
- 159 ~~Upland Conservancy Overlay District as that district is shown on EXHIBIT C except for~~
- 160 ~~initial development work as authorized to accommodate utilities, fully construct and enhance~~
- 161 ~~storm water facilities, including enlargement, interior reshaping and isolation of certain~~
- 162 ~~kettles through fencing, public path construction/improvements and placement of signage to~~
- 163 ~~guide usage of the public paths.~~
- 164
- 165 ~~D. The following requirements of the RS-5 Single Family Residential District are hereby~~
- 166 ~~modified as follows:~~
- 167
- 168 a. ~~Hartland Ord. sec. 46-235 regarding lot area and width is hereby waived and the~~
- 169 ~~area devoted to residential units shall be as defined on the Condominium Plat~~
- 170 ~~EXHIBIT D.~~
- 171 b. ~~Hartland Ord. sec. 46-237 regarding yards is hereby waived except that residential~~
- 172 ~~units may not be constructed closer than twenty-five (25) feet from the interior~~
- 173 ~~(non roadway) edge of any concrete curb traversing any portion of a unit; nor~~
- 174 ~~closer than fifteen (15) feet from each other.~~

175 Section II. Improvements.

176 Developer shall prepare the Site and construct the improvements on and off the Site described

177 below (all at Developer's sole expense) in accordance with the Final Condominium Plat

178 EXHIBIT D and the plans and specifications attached to this Agreement as EXHIBITS which

179 were considered by the Plan Commission and Village Board, subject to representations made

180 during the consideration process by the Developer, final approval by Village Staff and

181 RECORDING of this Agreement.

182 A. Roads.

- 183 1. Developer shall, at its sole expense, grade, construct and surface a public cul de sac, and
- 184 private ~~roadways~~drives as shown on and in accordance with the plans and specifications
- 185 set forth on EXHIBIT E.
- 186 2. Developer shall dedicate and the Village shall accept one public street-cul de sac
- 187 improvement on the Site upon approved completion of the second lift of asphalt on such
- 188 street as approved by the Village Engineer and Village Administrator. Said second lift of
- 189 asphalt shall be installed on both the public and private roads within ~~fourteen~~

190 (14) _____ months after installation of the first lift of asphalt unless an extension is
191 authorized by the Village Engineer and Village Administrator at their discretion. ~~The~~
192 ~~Village may at its sole discretion and to the extent feasible, perform snow and ice~~
193 ~~removal on the undedicated public road after the first lift of asphalt has been installed.~~
194 The Developer and/or Condominium Association shall otherwise be responsible for snow
195 and ice removal activities ~~from form undedicated and the cul de sac referenced in Section~~
196 ~~II. A.1. and the public easement referenced in FINDINGS, Paragraph D above until their~~
197 ~~respective dedication and creation is accepted by the Village.~~ All private road drive(s)
198 ~~and to shall~~ provide access at all times to the interior of the Site for public safety and
199 utility purposes to the extent not otherwise available.
200 3. Developer shall construct and surface with a fully completed binder course the private
201 ~~roads drives~~ called for ~~under this in Phase 1 as shown~~ on EXHIBIT E no later than
202 ~~December 10, 2020 and in Phase 2 no later than December 10,~~
203 ~~2021 _____.~~
204 ~~4. Developer shall establish and deposit \$15,000 in a condominium statutory reserve~~
205 ~~account for private road maintenance within 10 days of the recording of this Agreement.~~

207 B. Sanitary Sewer.

- 208 1. Developer shall, at its sole expense, construct, install, and provide ~~a complete sanitary~~
209 ~~sewage collection system throughout the entire Site and perform private sanitary sewer~~
210 ~~laterals~~ in accordance with the plans and specifications set forth on EXHIBIT E and at no
211 cost to the Village. The construction of the ~~sanitary sewer system laterals~~ required
212 hereunder shall be constructed so as to fully service the Project.
213 ~~2. Subject to the provisions of Sections II. and Section IV. of this Agreement and upon~~
214 ~~completion of the sanitary sewage collection system serving the Site in accordance with~~
215 ~~the plans and specifications set forth on EXHIBIT E, Developer shall dedicate only that~~
216 ~~portion of the sanitary sewage collection system installed within the right of way or~~
217 ~~easement actually transferred to the Village. The Village reserves the right to limit, or~~
218 ~~condition or restrict the connection of private portions of newly installed sanitary sewage~~
219 ~~collection system to the existing Village sewage collection system, including but not~~
220 ~~limited to the manner described in footnote No. 1.⁴~~
221 2. Subject to the provisions of Sections II and Section IV of this Agreement and upon
222 completion of the public portion of the sanitary sewage collection system serving the Site
223 in accordance with the plans and specifications set forth on EXHIBIT ????. Developer
224 shall dedicate only that portion of the sanitary sewage collection system installed within
225 the right-of-way which the Village is willing to accept. The Village reserves the right to

⁴ Sanitary Sewer shall be entirely private, except for a section of new sewer between San MH 9 to and including San MH 10. Sanitary laterals for Lots 1,2,3 and 4 shall be private up to the point of connection to the existing sanitary main. The southern sewer stub out of existing San MH 4 for future service to the south shall be private and the future responsibility of the landowner(s) to the south of the Project.

226 limit or condition or restrict the connection of private portions of newly installed sanitary
227 sewage collection system to the existing Village sewage collection system.

- 228 3. The Village Board has no obligation to accept dedication of any component of any sewer
229 improvements or to allow any improvements to be connected to the existing Village
230 sewage collection system until the applicable components of the sanitary sewer have been
231 installed in accordance with plans and specifications approved and accepted by the
232 Village as set out in EXHIBIT E. At its sole expense, Developer shall clean and televise
233 the portion of the sewer system that will be dedicated to the Village prior to its
234 connection to the Village sanitary sewer system and shall provide a written report and
235 DVD copy of the televised inspection thereof.~~At its sole expense, Developer shall clean~~
236 ~~and televise the sewer system prior to its connection to the Village sanitary sewer system~~
237 ~~and shall provide a written report and DVD copy of the televised inspection thereof.~~
- 238 3.4. No occupancy permits shall be processed or issued until the public portion of the sanitary
239 sewer collection system servicing the Site has been accepted by the Village through
240 dedication.
- 241 ~~4.~~ ~~No occupancy permits shall be processed or issued until the public portion of the sanitary~~
242 ~~sewer collection system servicing the Site has been accepted by the Village through~~
243 ~~dedication.~~

244
245 C. Water.

- 246 1. Developer shall, at its sole expense construct, install, furnish, and provide a completed
247 system of water distribution throughout the entire Project, in accordance with the plans
248 and specifications for water main and laterals attached hereto as provided for in
249 EXHIBIT E including provisions for connection to future development in adjoining lands
250 as deemed necessary by the Village, and including such provisions for connection to
251 future development or expansion of the water system as deemed necessary by the Village.
252 The construction of the ~~municipal~~ water system laterals required hereunder shall be
253 conducted so as to fully service the Project, ~~and all lands to the south of the Project in~~
254 ~~Hartland owned by the Lutheran High School Association of Greater Milwaukee as of~~
255 ~~July 20, 2020 and in accordance with the manner described in footnote No. 2.²~~
- 256 2. Upon completion of the water system main and laterals serving the Site in accordance
257 with the plans and specifications set forth in EXHIBIT E, Developer shall dedicate, and
258 the Village shall accept, such public segment of the water system, it deems appropriate.
259 Connection to the Village's water system is subject to the terms of this Agreement.
- 260 3. The Village Board has no obligation to accept any component of the water distribution
261 system until the relevant components of the water distribution system have been

² The Water System within the Project shall be completely private, except for two short sections of water main to the shut off valves at the private water system's two (2) connection points to the existing public main located at the property line. The water services for Lots 1, 2, 3, and 4 will be publicly owned within the right of way to the curb stop valves near the right of way line.

262 inspected by the Village Engineer and a designated DPW representative and determined
263 to be installed in accordance with plans and specifications approved by the Village.

264 4. No occupancy permits shall be processed or issued until the entire water distribution
265 system servicing the Site has been fully connected and its public segment dedicated to
266 and accepted by the Village, and its public segment dedicated to and accepted by the
267 Village.

268 5. All Each condominium units, except those on the Final Condominium Plat Lots 1,2,3,
269 and 4 will be serviced by a private water main lateral. ~~[[??] The water meter pit and water~~
270 ~~mains and services will be owned by the Condominium Association. The Village of~~
271 ~~Hartland will provide periodic maintenance for the fire hydrants and water meter pit if a~~
272 ~~Fire Hydrant and Water Meter Pit Maintenance Agreement attached as EXHIBIT L is~~
273 ~~agreed to.???.]-[??]The Condominium Association~~ Unit owner shall be financially
274 responsible for the cost, ~~with respect to the private water system, of such~~
275 ~~maintenance~~ maintaining the laterals, and shall maintain and regularly fund a reserve
276 account for that purpose and for any needed repairs, or work and components determined
277 to be necessary by the Village of Hartland public works department needed to eliminate
278 any deficiencies associated with water service to the Project.???

279 ~~5.6.~~ Developer shall establish and deposit \$ _____ in a condominium statutory reserve
280 account for water and sewer maintenance within 10 days of the recording of this
281 Agreement.

282 ~~6. Developer shall establish and deposit \$2,000 in a condominium statutory reserve account~~
283 ~~for water and sewer maintenance within 10 days of the recording of this Agreement.~~

284
285 D. Storm/Surface Water System & Site Grading.

286 1. Developer shall, at its sole expense, construct, install, furnish, and provide facilities for
287 storm and surface water drainage servicing the Site in accordance with the plans and
288 specifications set forth on EXHIBIT E.

289 2. The Village Board shall not accept any dedication of the storm/surface water system
290 except for the outlet structure- as shown in the Village right of way on EXHIBIT . . .

291 3. Developer and, the Condominium Association for the Site provided for in this
292 Agreement ~~and the owner of future Lot 2 south of Project~~ shall be jointly and severally
293 responsible for the maintenance of all ~~detention and retentions~~ infiltration areas, drains,
294 clean outs and diversion ditches ~~basins and private storm sewer~~ as shown on EXHIBITS
295 ~~F, F-1 and F-2~~ F, B and E both before and after completion of said facilities. Developer
296 and the Condominium Association shall be jointly and severally responsible for the
297 maintenance of the ???diversion ditch??? following completion of said facilities. This
298 includes the responsibility for routinely conducting all dredging and cleaning of detention
299 and retention basins and private storm sewer to assure that they perform adequately.
300 These responsibilities shall be contained in several Storm Water Management Facility
301 Maintenance Agreements with respect to the Site in the form attached hereto as

302 ~~EXHIBITS F, F 1 and F 2.~~ Developer may, at Developer's sole option, transfer its
303 maintenance obligations for the ~~detention and retention basins~~diversion ditch to the
304 Condominium Association at any time after ~~more than thirty six (36) condominium~~
305 ~~homes have been occupied~~completion of the project and thereby may be released from all
306 individual obligations under this paragraph provided the Condominium Association has
307 been established and is functioning in the normal course of business and ~~has reserves~~ has
308 ~~reserves~~has made provisions to meet such maintenance obligations. ~~[???? Following~~
309 ~~completion and dedication to and acceptance of the infiltration areas, clean outs and~~
310 ~~drains by the Village, the Village shall be responsible for the maintenance of said~~
311 ~~facilities.????]~~

- 312 4. Developer shall, at its sole expense, grade the Site in accordance with the final Overall
313 Grading plans and specifications set forth on EXHIBIT E. Developer will be allowed to
314 deviate up to 6 inches from the Overall Grading plans upon completion of interim Site
315 grading for the interior portions of individual condominium units. Developer shall be
316 required to complete the elements of the Overall Grading plans related to surface water
317 drainage for individual condominium units and ~~for the entirety of the Outlot and Right of~~
318 ~~Way areas~~ prior to acceptance of the public ~~road improvement~~cul de sac by the Village.
319 A lot grading plan in compliance with the final Overall Grading plans and specifications
320 shall be submitted by the Developer at the time of permitting for each individual
321 condominium unit to the Village Engineer and Building Inspector for their respective
322 approval. Final grading, as approved, shall be implemented prior to occupancy of each
323 respective condominium unit.
324

325 E. Site Clearing/Restoration.

- 326 1. Developer shall, at its sole expense, remove and dispose of all destroyed trees, brush, tree
327 trunks, and shrubs, and all rubbish currently located on the Site and in particular within
328 the public easement to be established and grant to the public for ingress and egress and
329 utilities access to undeveloped adjoining land in accordance with all applicable State,
330 Federal and municipal codes and ordinances.

331 ~~2. Developer shall not destroy or remove any live vegetation nor conduct any grading,~~
332 ~~filling or other construction related activities, except as approved in EXHIBIT E, within~~
333 ~~the Isolated Natural Resource Area zoned UCO — Upland Conservancy Overlay District~~
334 ~~except as set forth in the finally approved plans and specifications and under any required~~
335 ~~issued DNR permit.~~

336 ~~3.2.~~ Developer shall be responsible for compliance with all applicable provisions of Chapter
337 90 of the Village Code of Ordinances pertaining to clearing, protection, and replacement
338 of trees including, but not limited to submission of a tree protection plan and obtaining of
339 a tree permit prior to start of work on the Site.

340 ~~4.3.~~ Developer shall not establish any private wells or septic systems on the Site.
341

- 342 F. ~~Landscaping and~~Landscaping and-Erosion Control.
- 343 1. Developer, and all its agents, contractors and subcontractors shall grade, ~~seed and~~
344 ~~otherwise landscape~~seed and otherwise landscape the Site in strict compliance with the
345 plans and specifications set forth on EXHIBIT E, and shall at all times remain in
346 compliance with all applicable municipal and state erosion control restrictions and
347 requirements. Developer shall complete required erosion control inspections and reports
348 in accordance with the controlling erosion control permit standards. Developer shall be
349 responsible for costs of periodic compliance inspections of erosion control facilities that
350 will be conducted by the Village Engineer or his designee.
- 351 2. If any erosion control facilities (including but not limited to bales, silt fence and berms)
352 are washed out or otherwise rendered ineffective as determined by the Village Engineer
353 or Building Inspector, Developer shall repair or replace said facilities within 48 hours of
354 being so notified in writing by the Village Engineer or Building Inspector. If Developer
355 fails to repair or replace said facilities within 48 hours of being so notified by the Village
356 Engineer or Building Inspector the Village may, but is not required to, repair or replace
357 such facilities and charge 125% percent of all costs incurred by the Village in so
358 reinstalling said facilities to the Project. The Village may withdraw payment from any
359 amounts refundable to Developer that the Village is holding pursuant to this Agreement.
360 In the event the Village does not hold sufficient funds from which to withdraw payment
361 and the Developer fails to pay an invoice from the Village for incurred costs within 30
362 days, the Village shall provide a notice of a hearing no less than 7 working days' prior to
363 imposing a special charge pursuant to Wis. Stat. § 66.0627.
- 364 ~~3. [???]Developer shall, simultaneous with the execution of this Agreement, provide the~~
365 ~~Village a temporary access easement to the Village in the form attached hereto and~~
366 ~~incorporated by reference as EXHIBIT G to permit repair or replacement of said facilities~~
367 ~~in the event of a default by Developer. [??]]~~
- 368 3. Developer shall provide a 10' x 60' snow storage easement at Badger Drive as shown on
369 Exhibit E.
- 370
- 371 G. ~~Street Signs, Pavement Markings and Street Lights.~~
- 372 ~~1. Developer shall provide and install (subject to Village approval) all signs and pavement~~
373 ~~markings as specified in EXHIBIT E.~~
- 374 ~~2. Developer shall provide a public street, private road and common area lighting plan as~~
375 ~~specified in EXHIBIT E and install streetlights for the public street as specified in~~
376 ~~EXHIBIT E at no cost to the Village utilizing lights available from WE Energies as~~
377 ~~approved by the Village Engineer. Public streetlights shall become the property of~~
378 ~~Wisconsin Energy Corporation. Thereafter, all repairs, maintenance, operation and~~
379 ~~replacement shall be performed by Wisconsin Energy Corporation.~~
- 380 ~~3. Public street lights shall be installed at the two (2) roadway connections to Campus Drive~~
381 ~~and the two (2) private road connections to the public street.~~

382 4. ~~Following installation of public streetlights by Developer and acceptance of the~~
383 ~~installation by the Village with other infrastructure, the operational and electrical~~
384 ~~expenses for public streetlight shall be paid for by the Village.~~

385
386 H.G. Hazardous Substances. [?completed?]

387 ~~Developer hereby represents and warrants to the Village that Developer has conducted a~~
388 ~~Phase I environmental assessment of the Site, the resulting report for which is attached as~~
389 ~~EXHIBIT H, and that Developer hereby represents and warrants to the Village that~~
390 ~~Developer has conducted a Phase I environmental assessment of the Site, the resulting report~~
391 ~~for which is attached as EXHIBIT ???.~~ Developer has no knowledge of, nor reason to believe
392 that, any "hazardous substances" as defined in U.S.C. § 9601 or listed in Chapter 40 of the
393 Code of Federal Regulations nor any petroleum, crude oil, natural gas or other petroleum
394 product are currently present on the Site. If, during the course of carrying out its obligations
395 under this Agreement, Developer acquires information indicating the possible existence of a
396 hazardous substance or petroleum product on the Site, Developer shall immediately notify
397 the Village Engineer or Village Administrator of this information and be responsible for
398 appropriate removal and cleanup.
399

400 I. ~~Sidewalk/Pedestrian Pathways/Public Trails.~~

- 401 ~~1. Developer shall provide, install and pave (1) within dedicated the Right of Way, a~~
402 ~~concrete sidewalk ; (2) with asphalt all pedestrian pathways servicing the condominium~~
403 ~~units, their owners and invitees; and (3) with varying suitable materials as specified on~~
404 ~~EXHIBIT _???_ the public trails within the Site that shall be made available as~~
405 ~~described in the next sentence and as specified in EXHIBIT E. Developer shall grant on~~
406 ~~the Certified Survey Map and other document as appropriate, a permanent access~~
407 ~~easement to the general public for unrestricted passage and enjoyment of public trails~~
408 ~~outside the Right of Way as described in EXHIBIT I—Public Access Easement.~~
409 ~~2. Public trails constructed or established by Developer shall be accessible by the general~~
410 ~~public. The maintenance and marking of all public trails in a manner that meets~~
411 ~~standards prescribed by the Village from time to time shall be the responsibility of the~~
412 ~~Condominium Association.~~
413 ~~3. Passage ways accessible to the general public, including paved areas used for emergency~~
414 ~~access to this development shall be maintained year round including winter maintenance~~
415 ~~performed in compliance with the Village Code requirements for snow and ice removal~~
416 ~~and control on public sidewalks. Pedestrian pathways not intended for use by the general~~
417 ~~public may be maintained during winter at the discretion of the Condominium~~
418 ~~Association.~~

419 ~~J. At the time of entry into this Agreement, Developer shall grant the Village and its agents~~
420 ~~or subcontractors a permanent easement to access said public trails and to repair/maintain~~
421 ~~them at the Village's sole option in the event of default by the Condominium Association~~

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422 in the maintenance thereof, in the form attached hereto as EXHIBIT J. Any repair or
423 maintenance performed by the Village hereunder shall be assessed against equally against
424 all condominium unit property owners as a *special charge* pursuant to Wis. Stat. §
425 66.0627 on condition that the village provides no less than a 7 working days' notice of a
426 hearing prior to imposing a special charge. Street Trees and Landscaping Installation.

427 1. ~~Developer has provided a plan for the installation of street trees on the public street as set~~
428 ~~forth in the attached EXHIBIT E, which plan shall follow all applicable provisions of~~
429 ~~Chapter 90 of the Village Code of Ordinances pertaining to trees. At the time of the~~
430 ~~signing of this Agreement, Developer shall deposit with the Village \$ _____~~
431 ~~to enable the Village to plant the identified trees at a time that it deems appropriate as~~
432 ~~part of the Village's annual street planting program.~~

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+ Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 +
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433 Upon application for a building permit for a given condominium unit, the Developer shall
434 inform the Village Building Inspector of the scheduled timeframe for the installation of
435 landscaping for that unit. The Building Inspector shall ~~not have any~~ enforcement
436 responsibilities in this regard, ~~since this shall be a matter solely between the Developer and~~
437 ~~the purchasers of the condominium units.~~

438
439 K.H. As Built Drawings

440 Developer shall, at its sole expense, furnish one set of reproducible "as built" plans for the
441 Project improvements described in this Section II including the final location and elevation
442 of the various improvements as required by the Village Engineer and/or Public Works
443 Department including, but not limited to and including any public or private roads, and any
444 public or private sanitary sewer facilities, water facilities, storm water facilities,
445 sidewalks/paths, street signs, street lights. Reproducible plans shall be provided ~~on~~
446 ~~Mylar~~ AutoCAD and PDF format or another similar media acceptable to the Village Engineer
447 and to the Department of Public Works together with an electronic file copy of said plans
448 compatible with the Village's GIS software prior to Village acceptance of dedication of the
449 public street. Electronic plans provided hereunder shall include GPS locations for manholes,
450 valves and other included items at a fixed location.

451
452 Electronic plans provided hereunder shall also include size and species for all private road
453 trees.

454
455 ***Section III. Dedication.

456 A. Subject to all of the other provisions of this Agreement and EXHIBITS attached, Developer
457 shall, without charge to the Village, upon completion of all public improvements on the Site
458 described as such in the ~~Certified Survey Map and~~ Final Condominium Plat and in
459 accordance with all plans and specifications attached hereto as EXHIBITS unconditionally
460 give, grant, convey and fully dedicate the same to the Village, its successors and assigns,

461 forever, free and clear of all encumbrances whatever, together with, including, without
462 limitation, all , structures, mains, conduits, pipes, lines, machinery, equipment and
463 appurtenances which may in any way be a part of such public improvements and together
464 with general unspecified temporary easements for access thereto for repair, maintenance and
465 replacement of same. ~~[???)Developer shall obtain title insurance to insure the transfer of
466 ownership in portions of the Site that are dedicated to the Village. Developer shall also pay,
467 when due, all transfer taxes that arise as a result from said dedications.???)~~

468
469 B. Developer shall notify the Village, in writing when any public improvement described on the
470 attached EXHIBITS is complete in accordance with the plans and specifications attached
471 hereto as EXHIBITS. Within fourteen (14) days of the date of such notice, the Village
472 Engineer and a DPW Department representative shall inspect and/or re-inspect as necessary
473 any public improvements described in Developer’s notice and prepare and deliver to
474 Developer a written punch list of repairs necessary to bring such public improvement into
475 conformance with the applicable plans and specifications. Upon Developer’s written notice
476 to the Village Engineer and DPW Department that all punch list repairs for any such public
477 improvement are complete, and following satisfactory completion of any applicable re-
478 inspection, the Village shall, subject to the re-inspection and approval of the Village
479 Engineer and Village Administrator, by separate resolution, accept the dedication of such
480 public improvements.

481
482 ~~C. [???)Unless previously provided, simultaneous with the acceptance by the Village of any
483 public sanitary sewer, water or storm/surface water improvement on the Site, Developer
484 shall, at its sole expense, furnish one set of reproducible “as built” plans of such private and
485 public improvements. Reproducible plans shall be provided on Mylar or another similar
486 media acceptable to the Village Engineer and to the Department of Public Works together
487 with an electronic file copy of said plans compatible with the Village’s GIS software prior to
488 Village acceptance of dedication of public improvements under this Agreement. Electronic
489 plans provided hereunder shall include GPS locations for manholes, inlets, valves and other
490 structures.???)~~

491 Section IV. Building/Occupancy Permits.

492 A. No building permits will be processed or issued for the Site until the first lift of asphalt has
493 been installed on necessary private and public roads, said first lift has been approved by the
494 Village Engineer, and the underlying utilities (including gas, electric, telephone, cable
495 television and any other installation that would otherwise require opening the asphalt), storm
496 water drainage, water and sanitary sewer improvements are constructed, inspected (and re-
497 inspected as necessary) and approved by the Village Engineer and DPW representative.

498

499 B. The Village will have no obligation to process or to issue Occupancy Permits for any
500 building until all utilities for the Site have been completed and all their public components
501 dedicated and accepted by the Village (acceptance of which shall not be unreasonably
502 delayed or deferred) and the first lift of asphalt for all private and public roads have been
503 installed.

504 Section V. Miscellaneous Requirements and Provisions.

505 A. Survey Monuments. Developer agrees to properly place all survey or other monuments
506 required by applicable state statute or municipal ordinance, ~~and further agrees to permanently~~
507 ~~monument the boundaries of the environmental corridor (constituting either wetlands or other~~
508 ~~environmental corridor) by placing monuments that comply with the specifications set out in~~
509 ~~Chapter 236, Wis. Stats., at every point where a lot boundary line intersects the~~
510 ~~environmental corridor and at the mid point of the environmental corridor boundary within~~
511 ~~each lot and at any change in direction of the boundary lines.~~

512
513 ~~B. Outside Irrigation. Developer shall include in the Declaration of Restrictions and~~
514 ~~Homeowner's Association, as required below, a provision indicating that the use of water for~~
515 ~~purposes of outside irrigation is limited to the hours of 10:00pm through 2:00am only or as~~
516 ~~otherwise directed by the Village of Hartland from time to time.~~

517
518 ~~B.~~ B. Condominium Declaration and Restrictions. Developer shall execute and record a
519 Condominium Declaration and Restrictions with respect to the Site in the form of EXHIBIT
520 K attached hereto. This Agreement shall not be recorded until both the Condominium
521 Declaration and Restrictions have been approved by the Village Staff and the Condominium
522 Association has been incorporated and these documents have been recorded.

523
524 ~~D.C.~~ D.C. Grade. EXHIBIT E sets out maximum yard grade elevations that shall be required on the
525 Site. One set of an as-built version of EXHIBIT E shall be provided by the Developer, at its
526 sole expense, ~~[[?]]in a Mylar reproducible format and [[?]]~~ in electronic format compatible
527 with the Village's GIS software, to the Village prior to the dedication of the public road.

528
529 ~~E.D.~~ E.D. Underground Utilities. All new electrical, telephone, gas and cable television utilities and
530 services on the Site shall be buried underground in accordance with Chapter 50 of the
531 Municipal Code of the Village of Hartland. Coordination of installation of such utilities and
532 services shall be the responsibility of Developer.

533
534 ~~F.E.~~ F.E. Manner of Performance. Developer shall cause all construction called for by this
535 Agreement to be carried out and performed in a good and workmanlike manner. Developer
536 shall coordinate with the Village Engineer the holding of a pre-construction meeting before
537 the commencement of any work on the Project after the recording of this Agreement.

538 Developer shall compel all of its major contractors to have a representative in attendance and
539 shall distribute to them updated copies of Exhibit E prior to the holding of the pre-
540 construction meeting to enhance their participation in same.

541
542 G.F. Permits. Developer hereby agrees to obtain, at its sole expense, all necessary permits and
543 approvals from all governmental authorities with jurisdiction over the Site, including, but not
544 limited to, the Village, Waukesha County, Delafield Hartland Water Pollution Control
545 Commission, and Department of Natural Resources, when required prior to the start of
546 construction, demolition or hazardous waste abatement with respect to the applicable portion
547 of the Site work. Developer shall be solely responsible for paying, at the time of building
548 permit application, all applicable sewer or water connection fees pertaining to connection of
549 such utilities servicing the Project which are customarily and uniformly assessed.

550
551 H.G. Locations. The parties agree that the locations of existing Village water, sanitary sewer
552 and storm sewer facilities as indicated on EXHIBIT E are approximate locations only. It is
553 Developer's sole responsibility to definitively locate all such Village facilities in the field,
554 and the Village bears no liability if any of said facilities are not located where indicated in
555 the documents described in this subsection.

556
557 H.H. Developer Disclosure to Buyers. Developer shall be required to disclose to buyers prior
558 to executing a contract for sale/purchase of a given condominium unit anticipated future
559 expenses of buyer related to developer and lot owner obligations in this Agreement including
560 payment of impact fees, connection charges, RSAC, potential Special Charges and other
561 applicable items.

562 Section VI. Time.

563 A. Provided that the Village grants approval to commence within fifteen (15) business days
564 from the request by Developer and following the execution and RECORDING of this
565 Agreement and its EXHIBITS, Developer shall complete the following aspects of said
566 improvements on the Site for the Project, all in compliance with the requirements of this
567 Agreement, on or before the following dates:

- 568 1. Completion of installation of the first lift of asphalt on the public ~~road-cul de sac~~ serving
569 the Project pursuant to EXHIBIT E on or before ~~October 31, 2020~~
570 unless extended by the Village Board upon recommendation of the DPW Department and
571 Village Engineer.
- 572 2. Surface pavement and striping of ~~Campus Drive intersection~~ Eagle Pass cul de sac by
573 ~~October 31, 2020~~ to include all restoration.
- 574 3. Binder pavement of public ~~road-cul de sac~~ Phase 2 by ~~October 31,~~
575 ~~2021~~ to include ~~paved public path in Phase 2 and~~ all
576 restoration.

- 577 4. Installation of sanitary sewage collection and water distribution systems servicing the
578 Site pursuant to EXHIBIT E on or before ~~October 15, 2020~~.
- 579 5. Completion of storm/surface water drainage facilities servicing the Site as specified in
580 EXHIBIT E on or before ~~December 10, 2020~~.
- 581 6. Completion and recording of the ~~Certified Survey Map and~~ Final Condominium Plat
582 prior to the RECORDING of this Agreement.
- 583
- 584 A. ~~Except as set forth in subsection C below, t~~Time is of the essence as to all deadlines set
585 forth in this section. Upon failure of Developer to meet one or more deadlines specified
586 in this section, Village may (but is not required to) complete that aspect of the Project and
587 charge Developer 125 percent (125%) of the actual costs incurred by Village in so
588 completing that aspect of the Project. Village may draw upon the security provided in this
589 Agreement for the payment of said charges against Developer. In addition, Village may
590 utilize Wis. Stat. § 66.0627 as a Special Charge to recover all costs incurred by the
591 Village upon giving Developer 7 working days prior written notice to the following
592 address: (1.) ~~Paradise Trails~~EAGLE RESERVE, LLC; (2.) ~~N27W24025 Paul Ct., Suite~~
593 ~~100, Pewaukee, WI 53072320 Prospect Dr., Hartland, WI 53029~~ (3.)
594 ~~blindgren@neumanncompanies.com-hoppe.shawn@gmail.com~~.
- 595
- 596 B. If delay in completion of any public improvements on the Site described in this Agreement is
597 caused or contributed to by act, omission, misconduct or neglect of the Village or those
598 acting for or under the Village, labor disputes, casualties, acts of God or the public enemy,
599 governmental embargo restrictions, shortages of fuel, labor or materials, action or non-action
600 of public utilities or of local, state or federal governments affecting the work or other causes
601 beyond Developer's reasonable control, then the time of completion of such public
602 improvements shall be extended for the additional time caused by such delay provided
603 written notice is given to the Village Engineer within 48 hours of the occurrence of the cause
604 for delay.

605 Section VII. Payment of Village Fees.

606 Developer agrees to provide to the Village the following:

607 ~~1. [?????RESTORE Developer and Village acknowledge that the Village has caused a~~
608 ~~needs assessment study to be performed pursuant to Wis. Stat. § 66.55 and that the~~
609 ~~Village has enacted an ordinance (§ 50-232) that imposes impact fees pertaining to the~~
610 ~~Village's services and facilities. The Parties acknowledge that the ultimate occupants of~~
611 ~~the Site will likely utilize these Village services and facilities and that the impact fees~~
612 ~~imposed by Village Ordinances are necessary to pay for the capital costs of the facilities~~
613 ~~in order to accommodate land development. Accordingly, Developer represents and~~

614 ~~warrants that it will pay to the Village impact fees in the then current amount in~~
615 ~~accordance with the Village Code upon application for building permits.????]~~
616 2.1. An inspection fee deposit, for inclusion in the Developer escrow maintained by the
617 Village, in cash or check, in the amount of \$50,000 \$ at the time
618 of execution of this Agreement. Developer shall be responsible for actual inspection
619 costs and fees incurred by the Village which shall first be deducted from such deposit.
620 ~~3.2. [???? RESTORE Developer shall, in cash or check, continue to maintain an escrow~~
621 ~~balance with the Village of Hartland through which the Village will reimburse itself for~~
622 ~~legal, administrative, engineering and fiscal expenses paid by the Village on behalf of the~~
623 ~~Project. From time to time during the development process, after said escrow deposit is~~
624 ~~diminished by expenses incurred or to be incurred by the Village, the Village may require~~
625 ~~additional funds to be deposited into the escrow, which additional funds shall be paid~~
626 ~~within 30 days after written demand.????]~~
627 4.3. Developer acknowledges that sanitary sewer service to the Site is subject to payment of
628 both Connection Charges under Section 86-276 of the Village Code and Regional Sewer
629 Availability Charges (“RSAC”) under Section 86-277 of the Village Code of Ordinances
630 as those sections and fees may be adjusted from time to time. Developer represents and
631 warrants that it will pay to the Village of the then current Connection Charge and RSAC
632 fee for each of ~~the forty seven (47)~~ the two (2) condominium homesites on the Site upon
633 application for building permits including connection to the sanitary sewer system.

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

635 A. Security Required. Prior to recording of this Agreement, Developer shall deliver or cause to
636 be delivered to the Village acceptable security equal to one hundred twenty percent (120%)
637 of the Village Engineer’s cost estimate of certain ~~private and~~ public improvements as follow:
638 ~~retention/detention ponds, walkways and paths, monument signage,~~ public portions of
639 sanitary sewer, ~~storm sewer,~~ public portions of water improvements for the Site shown on the
640 applicable plans and specifications pertaining thereto (including, but not limited to, erosion
641 control provisions), grading, erosion control, asphalt cul de sac and infiltration area.
642
643 B. Form of Security. The Village Board in exercising its discretion and judgement to allow this
644 Project to proceed under a Planned Unit Development implemented by a contract namely this
645 Agreement, which it has no obligation to approve, has determined that the provisions of
646 §236.13 (2) (1m.) (c.) of the Wisconsin Statutes do not adequately provide an expeditious
647 means of procuring funds (due to the likelihood of litigation typically associated with the
648 recovery of funds where a bond has been posted) to complete work needed to prevent the
649 deterioration and associated nuisance that arises from a partially finished Project which can
650 result in blight. Therefore, the security required hereunder shall be in (the form of an
651 original, irrevocable letter of credit by a) banking institution with an office in southeast
652 Wisconsin where the letter of credit is warranted to be paid if presented, the financial

653 condition of which is acceptable to the Village, naming the Village as payee and expiring no
654 sooner than twelve months, and being in a form acceptable to the Village Attorney. The
655 amount of such security required shall be in the amount of ~~\$923,806~~
656 for all public and above listed work, materials and professional services needed to
657 substantially complete the Project. The letter of Credit shall be reduced subject to the
658 provisions of Section VIII.D. hereafter and when work secured hereby is completed.
659

660 C. Maintenance of Security. Security as described in this Section shall be renewed in a form
661 acceptable to the Village Attorney no later than 30 days prior to its expiration and shall be
662 maintained as described below for a period of time expiring 14 months after the
663 improvements for which the security is provided are substantially completed.
664

665 In the event it is not renewed at least 30 days prior to its expiration, the Village may draw
666 upon such security for purposes of completion of Improvements provided for in this
667 Agreement.
668

669 D. Reduction of Security Upon Partial Completion. The amount of the Security may be reduced
670 as the improvements described in the Plat and the plans and specifications set forth on the
671 attached EXHIBITS are completed and approved by the Village in accordance with the
672 following procedure.

- 673 1. From time-to-time during the course of construction, Developer may request the Village
674 Engineer to inspect the construction work completed to that date, and the Village
675 Engineer, as agent of the Village, shall use his best efforts to make such inspection within
676 seven (7) days after the request.
- 677 2. The request to inspect shall be accompanied by a certification prepared by Developer's
678 engineer and stating the work completed, an estimate of the dollar value of the work
679 completed to date of the request and since Developer's engineer's last certification and
680 that the work has been completed in a good and workmanlike manner and in compliance
681 with the Final Condominium Plat and applicable plans and specifications.
- 682 3. The request for inspection shall also be accompanied by a certification from Developer's
683 engineer estimating the cost to complete the remaining balance of the improvements,
684 with the estimated dollar value of the improvements completed and the estimated cost to
685 complete the remaining improvements being on a form and presented in a manner
686 reasonably acceptable to the Village Engineer.
- 687 4. Prior to reduction of the security amount, Developer shall deliver to the Village a sworn
688 contractor's statement and appropriate photocopies or originals of lien waivers showing
689 that all work in place and for which a reduction in the security is requested has been fully
690 paid for or that all mechanic's or other liens have been waived.
- 691 5. The Village Engineer shall approve a reduction in the Security provided the following are
692 met:

- 693 i. Receipt of the required documentation from the Developer
694 ii. Inspection by the Village Engineer
695 iii. Certification by the Village Engineer to the Village and to the financial
696 institution issuing any letter of credit:
- 697 1. The dollar value of the work completed to the date of the request for
698 inspection and since the last certification by the Village Engineer.
 - 699 2. That the work has been completed in a good and workmanlike manner
700 and in compliance with the Final Condominium Plat and the applicable
701 plans and specifications.
 - 702 3. That no mechanic's or other liens will attach to the Site or to any
703 property of the Village as a result of the installation of the
704 improvements.
 - 705 4. That Developer's engineer's or Village Engineer's estimate of the
706 dollar value of the work completed and the cost to complete the
707 remaining improvements are reasonable.
- 708 iv. The balance remaining in the security is at least equal to one hundred percent
709 (100%) of the cost to complete all the remaining public improvements plus ten
710 percent (10%) per Wis. Stat. § 236.13 (2) (am) c. of the total cost of any
711 completed public improvements.
- 712
- 713 E. Release of Security Upon Completion. Upon final completion of all of the improvements, the
714 acceptance by the Village of the development and posting of any required warranty, the then
715 remaining balance of the security shall be released and returned, after first drawing upon the
716 security for any fees and costs due and owing to the Village pursuant to all applicable
717 ordinances and this Agreement.
- 718
- 719 F. Return of Excess Proceeds After Default. In the event of default by Developer under this
720 Agreement, if any of the security funds remain in the possession of the Village after all of the
721 public and private improvements have been completed in a good and workmanlike manner
722 and in accordance with the applicable Final Condominium Plat and applicable plans and
723 specifications, all warranty or maintenance obligations satisfied and all fees, costs and
724 expenses of the Village, including reasonable attorney's fees, engineering fees, consultant
725 fees, or other out-of-pocket expenses incurred in completing the improvements, in releasing
726 liens thereon in paying for work completed prior to default are paid, or other costs incurred
727 as a result of the default of Developer; then any remaining balance shall be paid to
728 Developer, subject to any claim to said funds exerted by any financial institution issuing any
729 letter of credit given as security.

730 Section IX. Guarantee of Improvements.

731 A. Guarantee. Developer guarantees that all materials and workmanship furnished by Developer
732 pursuant to this Agreement shall meet or exceed all state, federal and local requirements and
733 specifications and that the public improvements are and will remain in good and sound
734 condition for and during a period of fourteen (14) months from the date of final acceptance of
735 dedication by the Village in conformity with Wis. Stats. § 236.13(2)(am) 1.c.
736

737 ~~B. [????RESTORE] Guarantee Security. Notwithstanding the following in this section, it is the~~
738 ~~preference of the Village that security be provided in the form of a letter of credit. Developer~~
739 ~~shall furnish to the Village, prior to final acceptance of dedication of the public~~
740 ~~improvements by the Village, guarantee security pursuant to §236.13 of the Wisconsin~~
741 ~~Statutes consisting an original, irrevocable letter of credit issued by a banking institution, as~~
742 ~~described in Section VIII B. of this Agreement, acceptable to the Village Attorney, naming~~
743 ~~the Village as payee, expiring no sooner than fourteen months from the date of substantial~~
744 ~~completion of the covered improvements and equaling in the aggregate to ten percent (10%)~~
745 ~~of the total final cost of the improvements, which guarantee security will be retained by the~~
746 ~~Village for a period of fourteen (14) months after the substantial completion of the~~
747 ~~improvements as security for Developer's guarantee that the workmanship and materials~~
748 ~~furnished meet or exceed all state, federal and local requirements and specifications, and that~~
749 ~~the improvements are and will remain in good and sound condition for and during the~~
750 ~~fourteen month period from and after their acceptance. Separate letters of credit may be~~
751 ~~utilized because the time frame for the acceptance of each type of improvement may be~~
752 ~~different.~~
753

754 ~~B.~~ B. Obligation to Repair. Developer shall make or cause to be made, at its own expense, any
755 and all repairs which may become necessary under and by virtue of Developer's guarantee
756 and shall leave the improvements in good and sound condition, satisfactory to the Village
757 and Village Engineer at the expiration of the guarantee period; provided, however,
758 Developer's obligation to repair shall not extend to repairs necessitated by or related to any
759 act, omission, neglect or misconduct of the Village, its agents, employees or contractors (and
760 the guarantee security may not be drawn against in such instances).
761

762 ~~D.~~ C. Notice of Repair. If during a respective guarantee period, the improvements shall, in the
763 professional opinion of the Village Engineer, require any repairs or replacements which in
764 his judgment are necessitated for example, by reason of settlement of foundation, structure or
765 backfill, or other defective workmanship or materials, Developer shall, upon written
766 notification by the Village Engineer of the necessity for such repairs, make such repairs, at its
767 own cost and expense. Should Developer fail to make such repairs within a reasonable time
768 after written notice has been sent as provided herein, or fail to start work within fourteen (14)
769 calendar days after such written notice, weather permitting, the Village may cause such work
770 to be done, but has no obligation to do so, either by contract or otherwise, and the Village

771 may draw upon said guarantee security to pay any costs or expenses incurred in connection
772 with such repairs or replacements. Should the cost or expense incurred by the Village in
773 repairing or replacing any portion of the improvements covered by this guarantee exceed the
774 amount of the guarantee security, the Developer shall, within thirty (30) days of being
775 invoiced by the Village, pay 125 percent of any excess cost or expense actually incurred in
776 the correction process.

777
778 E.D. Maintenance Prior to Acceptance. Developer shall maintain the public improvements
779 until such time as they are accepted by the Village in dedication. This maintenance shall
780 include routine maintenance, such as dust suppression, crack filling, roadway patching and
781 the like. In cases where emergency maintenance is required, such as sewer blockages, the
782 Village retains the right to complete the required emergency maintenance in a timely fashion
783 and bill Developer for all actual associated costs. The Village shall not be responsible for
784 snow removal prior to acceptance of the public road improvements except as set forth in
785 subsection II. A. 2 unless mutually agreed in writing signed by both parties hereto to the
786 contrary. All improvements shall be maintained so they conform to the applicable plans and
787 specifications attached as EXHIBIT E to this Agreement and with respect to the public
788 improvements, at the time of their acceptance by the Village.

789 Section X. Method of Improvement.

790 Developer hereby agrees to engage contractors for all work included in this Agreement who are
791 qualified to perform the work. Developer further agrees to use materials and make the various
792 installations in accordance with the applicable plans, specifications and sequence stated therein
793 made a part of this Agreement by EXHIBIT E and including those standard specifications as the
794 Village Board or its Commissions may have adopted and published prior to the date of this
795 Agreement.

796 Section XI. Zoning.

797 The Village does not guarantee or warrant that the subject lands of this Agreement will not at
798 some later date be rezoned, ~~nor does the Village herewith agree to rezone the lands into a~~
799 ~~different zoning district, nor does the Village herewith agree to rezone the lands into a different~~
800 ~~zoning district.~~

801 Section XII. Indemnification and Insurance.

802 A. Indemnification.

803 1. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement
804 or documents incorporated herein by reference, Developer shall INDEMNIFY AND
805 SAVE HARMLESS the Village, its officers, agents and employees, and shall DEFEND
806 the same from and against any and all liability, claims, loss damages, interest, actions,

807 suits, judgments, costs, expenses, attorneys' fees, and the like, which result from or arise
808 in the course of out of, or as a result of the performance, mis-performance, or
809 nonperformance of Developer's obligations under this Agreement or the negligent
810 construction or operation of public improvements covered thereby until the dedication of
811 said public improvements is accepted by the Village and after the dedication of said
812 improvements only if the occurrence giving rise to the claim predates the dedication.

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

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

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

825 2. For Developer and Developer's contractors, Comprehensive Liability Insurance
826 providing limits for bodily injury and personal injury of One Million Dollars
827 (\$1,000,000.00) combined single limit. The policy must include the Village and its
828 agents, officers and employees as "additional insured" and provide premises, operations,
829 elevators, damage, blanket contractual covering indemnities within contract documents,
830 products and completed operations coverage and be endorsed as "primary and non -
831 contributory" to any insurance of the additional insured, except from their sole
832 negligence.

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

836 C. Proof of Insurance Coverage for Village. Developer shall furnish to the Village, prior to
837 commencement of construction or Site preparation activities, evidence of the issuance of
838 policies covering the above recited insurance requirements in the form of a Declaration
839 referencing all applicable policies along with endorsements referencing the policy numbers
840 of the applicable policies and signed by an authorized person. **An ACORD 25 certificate**
841 **shall not be acceptable.** All endorsements to those policies must state that notice of any
842 material change in coverage or nonrenewal or cancellation will be provided to the Village not
843 less than thirty (30) days prior to the effective date of any such change, nonrenewal or
844 cancellation. All endorsements shall name the Village of Hartland, its officers, employees
845 and agents as an additional insured. The form of the endorsement of insurance will be subject
846 to the approval of the Village attorney, prior to commencement of construction or Site
847 preparation activities, which shall not be unreasonably withheld.

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

851 Section XIII. Agreement for Benefit of Purchasers and Public.

852 Developer agrees that in addition to the Village's rights herein, the purchaser of any interest in a
853 unit ("Purchaser") or interest therein in the Project and the Condominium Association
854 ("Association") for the Site and the Public shall be third-party beneficiaries. In the case of any
855 Purchaser, this section is for the purpose of ensuring that condominium units are ultimately made
856 available for purchase in full accordance with the terms of this Agreement. In the case of the
857 Association, this section is for the purpose of protecting the rights of the unit owners and proper
858 transfer to it of the rights and obligations provided for in this Agreement. In the case of the
859 Public, this section is for the full use and enjoyment of the Public easements under the
860 Agreement. Therefore, to the extent needed to protect such third-party beneficiaries, this
861 Agreement shall survive the completion of the Project by the Developer and the transfer of all
862 interests by Developer.

863 Notwithstanding the foregoing, or any other provision of this Agreement, it is expressly
864 understood and agreed that any or all of the provisions of this Agreement may be amended,
865 modified, waived, and/or annulled by written agreement by and between the Developer and the
866 Village alone, without any requirement that the Purchaser or owner of any interest in a unit in the
867 Condominiums, join in or consent to same.

868 Section XIV. General Conditions and Regulations.

869 All the provisions of the Village ordinances relating to the development of land through the use
870 of a Final Condominium Plat, are incorporated herein by reference, and all such provisions shall
871 bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein.
872 This Agreement and all work and improvements required hereunder shall be performed and
873 carried out in strict accordance with and subject to the provisions of said ordinances and this
874 Agreement. This Agreement shall not be deemed to modify or suspend any provisions of the
875 Village Ordinances (now existing or as subsequently amended) relating to the development or
876 use of land. All such provisions shall apply to the Project in accordance with applicable law.

877 Section XV. Assignment.

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

879 Section XVI. Amendments.

880 The Village Board and Developer, by mutual consent, may amend this Agreement at any
881 meeting of the Village Board of the Village of Hartland. The Village Board shall not, however,

882 be obligated to consider consenting to an amendment until after first having received a
883 recommendation from the Village Plan Commission.

884 Section XVII. Exculpation of Village Elected Officials in Personal Capacity.

885 The parties agree that the President, Village Clerk, Board of Trustees and Plan Commission of
886 the Village of Hartland, entered into and are signatory to this Agreement solely in their official
887 capacity and not individually, and shall have no personal liability or responsibility hereunder;
888 and personal liability as may otherwise exist, being expressly released and/or waived.

889 Section XVIII. Miscellaneous Provisions.

- 890 A. This Agreement may be executed in one or more counterparts, each of which shall be
891 deemed an original but all of which together shall constitute one and the same instrument.
892
- 893 B. This Agreement is the complete and entire agreement of the parties with respect to the
894 matters covered by this Agreement, and it shall supersede all prior agreements to the
895 contrary. No agreements, promises, or representations made during or in connection with
896 the negotiations for or approval of this Agreement shall be binding or effective unless
897 they are included herein. This Agreement may be introduced into evidence by any party
898 without objection in any action to enforce the terms of this Agreement. No modification
899 of this Agreement shall be binding unless in writing and signed by Developer and
900 Village.
901
- 902 C. The Parties acknowledge and represent that this Agreement is the subject of negotiation
903 by all parties and that all parties together shall be construed to be the drafter hereof and
904 this Agreement shall not be construed against any party individually as drafter.
905
- 906 D. Legal Relationship. Nothing in this Agreement shall be construed to create an
907 employer/employee relationship, joint employer, a joint venture or partnership
908 relationship, or a principal/agent relationship.
909
- 910 E. Survival. All agreements, representations, or warranties made herein shall survive the
911 execution of this Agreement and the making of the grants hereunder and additionally
912 stated in Section XIII. This Agreement shall be binding upon the Parties, their respective
913 successors and assigns.
914
- 915 F. Recording of Agreement. This Agreement shall be recorded with the Register of Deeds
916 for Waukesha County.
917

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

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

| ~~PARADISE TRAIL~~SEAGLE RESERVE, LLC

By: _____
| ~~Steve DeCleene, President, Neumann Developments Inc., sole member~~Shawn Hoppe,
member

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill, Village President

Attest: _____
Darlene Igl
Village Clerk

[NOTARY STATEMENTS FOLLOW]

923

State of Wisconsin }
 }ss.
County of Waukesha }

Personally came before me this ____ day of _____ the above named ~~Steve DeCleene~~ Shawn Hoppe, ~~President, Neumann Developments Inc.~~, sole member of ~~PARADISE TRAILSEAGLE RESERVE~~, LLC, who executed the foregoing instrument.

Notary Public
Commission expires: _____

State of Wisconsin }
 }ss.
County of Waukesha }

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

Notary Public
Commission expires: _____

924

State of Wisconsin }
 }ss.
County of Waukesha }

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

Notary Public
Commission expires: _____

SCHEDULE OF EXHIBITS

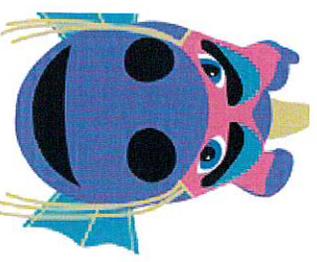
- EXHIBIT A** *Legal Description ~~and Certified Survey Map (CSM-PT)~~*
- EXHIBIT B** *Site Plan*
- ~~**EXHIBIT C** *Zoning RESTORE*~~
- EXHIBIT D** *Final Condominium Plat*
- EXHIBIT E** *Plans and Specifications*
- EXHIBIT F** *Storm Water Easement*
- ~~**EXHIBIT F 1** *Joint Storm Water Management Facility Maintenance Agreement with
Developer of tract south of Lot 1 (Pond)*~~
- ~~**EXHIBIT F 2** *Storm Water Management Facility Maintenance Agreement for
Paradise Trails Project except for area subject to F-1*~~
- ~~**EXHIBIT F 3** *????*~~
- ~~**EXHIBIT G** *Temporary Access Easement*~~
- ~~**EXHIBIT H** *Phase I Evaluation RESTORE*~~
- ~~**EXHIBIT I** *Public Access Easement RESTORE*~~
- ~~**EXHIBIT J** *Permanent Access/Maintenance Easement RESTORE*~~
- EXHIBIT K** *Condominium Declarations and Restrictions*
- ~~**EXHIBIT L** *Fire Hydrant and Water Meter Pit Maintenance Agreement{???*~~
- ~~RESTORE?????~~

*Trish Skelton
262-719-6530*

Banner for hanging at Capitol Dr & Maple Avenue

(Rough draft)

Lake Country Children's Theater



Saturdays - January 7th & February 18th
1:30pm at Arrowhead H.S., North Campus

Live theater for children and families
<https://lakecountrychildrenstheater.org>

Lake Country Children's Theater is a non-profit group established in 1983.

Our group is looking to increase awareness of shows provided for children in the community. Our season consists of three productions.

In the past, season tickets were practically sold out before the season started. There were 2 shows, one at 1 & 3pm. The theater was always full, sometimes turning away families.

To advertise our shows, we hand delivered fliers to Lake Country area schools, libraries and day care centers. Now in our world of digital, schools will not accept our fliers, nor pass along a digital copy because it is not school related. We are desperately searching for ways to get the word out.

Currently, we have only one show at 1:30pm and the theater has plenty of open seats. WE NEED HELP!!

From our website.....



Lake Country
Children's Theater

[About](#)

[Shows & Tickets](#)

[Auditions](#)

[Scholarship](#)

[Gallery](#)

[FAQs](#)

[Contact](#)

About Lake Country Children's Theater



Lake Country Children's Theater (LCCCT) grew out of the 1983 discussions of an enthusiastic and energetic group of Hartland area citizens, led by Catherine A. Coles. This group wanted to offer quality, live theater experiences to area children in order to foster appreciation of theater and related arts. They chose a life-size mascot, Dugan the Storytale Dragon, to appeal to children and promote the fledgling theater group. Connie Casper, Jim Pierce, Diane & Steve Preisler, Joiceyn Schwager, and Katie Weber were some of the founding LCCCT members.

The founders stated LCCCT's goals as:



1. To increase awareness of and appreciation of the fine arts among adults and children of the Lake Country area.
2. To coordinate an annual season of theater experiences.
3. To develop expanded theater programming for skill development.

LCCCT has achieved these goals in a variety of ways:

- A three-show season of live theater is presented during the school year at Arrowhead High School.
- Since 1997, LCCCT has brought in Prairie Fire Children's Theatre from Minnesota to give area children the opportunity to perform in plays such as Pinocchio, A Midsummer Night's Dream, Beauty & the Beast, Tom Sawyer, Snow White, The Wizard of Oz, Cinderella, Jack and the Beanstalk, Peter Pan, Robin Hood, and Alice in Wonderland. Annie Jr. (1999) and Pinocchio (1997) were also presented.
- LCCCT partnered with Lake Country Players to present Music Man (2001) and Oliver (1995).
- From 1984 to 2001, the Theater in the Park program offered live entertainers who performed in Hartland's Nixon Park during summer weeks.
- Area children were featured in Variety Shows in 1984, 1985, 1988, and 1992. LCCCT has striven to keep live children's theater affordable. Season ticket prices have always been reasonable.

X 2022 HOLIDAY TRAIN



Village of Hartland Outside Food Vendor Application

210 Cottonwood Ave, Hartland, WI 53029
Office: (262) 367-2714 Fax: (262) 367-2430

Contact Information

Business Name Dough Nation Mini Donuts

Business Owner Name Chris Fanning

Home/Cell Phone 262-957-4679 Email fanmail5@yahoo.com

Address 577 Bradford Way City/Zip Hartland, WI 53029

Copy of Proof of Insurance Provided

Copy of Mobile Retail Food Facilities issued by Waukesha County or State of Wisconsin

Rental Information

Person/Group Reserving Park Facility _____

Event Date 12/9/22 Event Type HOLIDAY TRAIN

Arrival Time (include set-up time) 2:30 pm Departure Time (include clean-up time) _____

Rental Fees

Rental Fee \$75

Check, cash and credit card are accepted (checks payable to **Village of Hartland**). Fees and deposits must be paid at the time of application.

* will donate 10% to Hartland Food Pantry

Park Shelter/Open Space

Bark River Park

Fine Arts Center

Nixon Park

Open Space Reserved (describe area below)

Centennial Park

Hartbrook Park

Penbrook Park

Application must be approved by the Village's Park and Recreation Board. I verify the information provided and agree to the Park Board's Policy and Village Ordinance regarding Park Usage.

Chris Fanning
Signature

11/15/22
Date

Chris Fanning

Name (please print)

Rental Fee	_____
Tax (5% on Rental Fee)	_____
Total Due	_____



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

November 15, 2022

Village of Hartland
2022 Holiday Train
210 COTTONWOOD AVE
HARTLAND WI 53029

Account Information:

Policy Holder Details :	Dough Nation LLC
--------------------------------	-------------------------



Contact Us

Need Help?

Start a live chat online or call us at
(866) 467-8730.

We're here weekdays from 8:00 AM to
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CORKILL INSURANCE AGENCY/PHS 83551680 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED Dough Nation LLC 577 BRADFORD WAY HARTLAND WI 53029-2541	INSURER A : Hartford Underwriters Insurance Company		30104
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			83 SBA AL7D51	05/14/2022	05/14/2023	EACH OCCURRENCE	\$1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$1,000,000	
			MED EXP (Any one person)				\$5,000	
			PERSONAL & ADV INJURY				\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> AUTOS						BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
							AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Employment Practices Liability Insurance			83 SBA AL7D51	05/14/2022	05/14/2023	Each Claim Limit	\$25,000
							Annual Aggregate Limit	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Village of Hartland
 2022 Holiday Train
 210 COTTONWOOD AVE
 HARTLAND WI 53029

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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WAUKESHA COUNTY
DEPARTMENT OF PARKS AND LAND
USE
Division of Environmental Health

License, Permit or Registration

The person, firm, or corporation whose name appears on this license is hereby authorized to operate the facility indicated below. The operation and maintenance of the facility shall be in accordance with the Waukesha County Code. This is not a zoning permit.

ACTIVITY Retail Food - Serving Meals, Transient - Transient-Non-TCS	EXPIRATION DATE 30-Jun-2023	I.D. NUMBER HDEH-CFFGFA
LICENSEE MAILING ADDRESS DOUGH NATION, LLC 577 BRADFORD WAY HARTLAND WI 53029	NOT TRANSFERABLE	BUSINESS / ESTABLISHMENT ADDRESS DOUGH NATION SPECIAL EVENTS WAUKESHA WI 53188

If you do not receive a renewal form prior to June 30th from your licensing authority, you should send in your payment for renewing your permit to the following address:

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE DIVISION OF ENVIRONMENTAL HEALTH
515 W MORELAND BLVD AC 260
WAUKESHA, WI 53188
(262)896-8300

* Include the name of your facility and the ID number.

RESOLUTION NO. 11/14/2022-02

RESOLUTION AMENDING APPENDIX A OF THE CODE OF ORDINANCES
FOR THE VILLAGE OF HARTLAND CONCERNING THE SCHEDULE OF
MUNICIPAL FEES AND CHARGES

WHEREAS, the Village has established Appendix A of the Code of Ordinances as the schedule of fees to be utilized in connection with the issuance of permits and other charges in the Village of Hartland; and

WHEREAS, Village staff has recommended changes to the fee structure in Appendix A.

NOW, THEREFORE, the Village of Hartland Board of Trustees does hereby ordain:

Fee schedule be amended as follows:

1. Section 22.169 License Required: \$XX per single use permit of a mobile food vendor and \$XXX for an annual permit for a mobile food vendor.

RESOLVED, amendments to Appendix A referenced above are hereby adopted and incorporated by reference.

IT IS FURTHER RESOLVED that the Village Clerk shall forward a copy of this Resolution upon adoption to the Village's Code codification service.

Adopted this _____ day of _____, 2022.

VILLAGE OF HARTLAND

Jeffrey Pfannerstill, Village President

ATTEST:

Darlene Igl, MMC/WCPC, Village Clerk

RESOLUTION No. _____

RESOLUTION APPROVING MUNICIPAL COURT BUDGET

WHEREAS, the Intermunicipal Agreement for the operation of the Lake Country Municipal Court requires formation of an annual budget no later than the 15th day of November and approval of said budget by governing bodies of member municipalities; and

WHEREAS, the Court Administrative Committee, Court personnel and the Municipal Court Judge have formulated a budget for 2023 which has estimated revenues of \$395,523 and anticipated expenditures of \$395,523.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the attached Municipal Court budget for 2023 be approved.

Adopted this ____ day of _____, 2022.

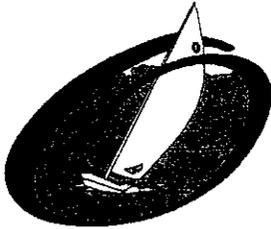
VILLAGE OF HARTLAND

By: _____

Jeffrey Pfannerstill, Village President

ATTEST:

Darlene Igl, Village Clerk



VILLAGE OF OCONOMOWOC LAKE
35328 W. Pabst Road, Oconomowoc, Wisconsin 53066

MEMO

To: Administrative Committee

From: Donald Wiemer, Chair, Administrative Committee

Date: November 16, 2022

Reference: 2023 Court Budget

2022 End of Year Estimates:

The following are 2022-year end estimates. We are estimating an end of year surplus of \$22,014 for 2022. The surplus is caused by additional court fees beyond our initial prediction. The collection efforts by our new company have helped in collecting delinquent money owed the court. At the end of October 2022, the court has received \$351,911 and with two months to go, we will exceed \$400,000. Expenditures for the year are very close to what we have budgeted.

2023 Budget Highlights – Revenues

1. The court is estimating \$392,123 in court fees for 2023. We expect the collections to taper off as we have collected \$159,585 of money owed from past years. Our projected revenues will cover our expenditures for 2023.

2023 Expenditures

1. Salaries and benefits reflect promoting a part-time position to a full-time position. This will allow the court to have two full time clerks again. With the increase in hours, the court will be providing health benefits to the new full-time position. The salary for the judge is planned to increase \$1,000.
2. Wisconsin retirement has increased to 6.8%.
3. Health insurance increased 2.6% for 2023.
4. No real changes in Purchased Services and Operating Supplies and Equipment
5. Fixed Charges, rent payable to the City of Oconomowoc will continue to be \$34,500 and an additional 7% increase for our share of the facility expense which includes utilities, plowings, cleaning, and supplies. The facility expense is planned at \$15,181.
6. There are two printers planned for in capital expenditures planned for \$1,200.

If you have any questions regarding the budget for 2023, please contact me at 414-881-9726.

RESOLUTION No. _____

RESOLUTION APPROVING MUNICIPAL COURT BUDGET

WHEREAS, the Intermunicipal Agreement for the operation of the Lake Country Municipal Court requires formation of an annual budget no later than the 15th day of November and approval of said budget by governing bodies of member municipalities; and

WHEREAS, the Court Administrative Committee, Court personnel and the Municipal Court Judge have formulated a budget for 2023 which has estimated revenues of \$395,523 and anticipated expenditures of \$395,523.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the attached Municipal Court budget for 2023 be approved.

Adopted this _____ day of _____, 202__.

MUNICIPALITY

By: _____

Mayor/Chairman/President

Title

ATTEST:

Clerk Signature

City of/Town of/Village of

ADOPTED: _____

POSTED: _____

PUBLISHED: _____

2023 Lake Country Municipal Court Budget

8 Months = 66.63%

2023 Budget Final

04-Oct-22

Acct #: Account Description:	2021 Actual	2022 YTD Eight Months	2022 Budget	2022 Year End Estimate	2023 Budget	2023 Budget VS 2022 Budget
Revenues:						
1 4000 Court Fees	358,517	273,694	365,000	378,694	392,123	107.43%
2 4900 Interest Income	1,784	245	1,200	500	500	41.67%
3 4300 Court Assessment	366		600	0	600	100.00%
4 Transfer from Designated Fund	0		0		0	
5 4800 Miscellaneous	1,046	435	700	500	700	100.00%
6 Municipal Subsidies	1,600		1,600	1,600	1,600	100.00%
7 Total Revenues	363,313	274,374	369,100	381,294	395,523	107.16%
9 Total Assets	681,627	591,021	0	0	0	
11 Total Liabilities	182,613	196,919	0	0	0	
Deferred outflows of Resources	121,092	0				
13 Deferred Inflow of Resources (Stark)	145,761	0	0	0	0	
15 Total Fund Balance	474,345	394,103	0	0	0	
Expenditures:						
19 Wages & Benefits	238,140	146,586	231,398	231,098	278,436	120.33%
20 Purchased Services	53,340	37,608	47,700	46,762	47,406	99.38%
21 Operating Supplies & Expenses	11,409	11,291	14,000	14,292	13,300	95.00%
22 Fixed Charges	53,420	37,219	53,988	53,632	55,181	102.21%
23 Capital Outlay	3,959	0	0	0	1,200	
24 Restitution	0	0	0	0	0	
25 Bad Debt	8,267	0	0	0	0	
26 Total Expenditures:	368,535	232,704	347,086	345,784	395,523	113.96%
28 Total Surplus/Deficit	-5,222	41,671	22,014	35,510	0	

Acct #: Account Description:	2021 Actual	2022 YTD Eight Months	2022 Budget	2022 Year End Estimate	2023 Budget	2023 Budget VS 2022 Budget
35 5000 Full Time Salaries Clerk of Courts &	76,230	41,201	63,014	63,014	110,529	175.40%
37 Deputy Clerk of Courts						
38 5010 Assistant Clerks	56,121	37,725	67,829	67,829	41,637	61.39%
39 Clerk Salaries - Overtime						
40 5015 Part Time Judge	44,839	30,513	46,667	46,667	47,667	102.14%
41 Bailiff/Deputy Services	10,449	8,743	14,000	14,000	15,000	107.14%
42 5030 Employer FICA	12,443	7,709	8,759	8,759	15,287	174.53%
43 5040 Retirement EE-ER	9,583	5,590	8,817	8,817	10,283	116.63%
44 5050 Health	28,236	14,978	21,712	21,712	37,432	172.40%
45 5060 Long Term Disability Ins.	0	0	0	0	0	
46 5070 Life Insurance	239	128	600	300	600	100.00%
47 Unemployment Benefits			0		0	
48 Substitute Judge	0		0		0	
49 TOTAL:	238,140	146,586	231,398	231,098	278,436	120.33%

Acct #: Account Description:	2021 Actual	2022 YTD Eight Months	2022 Budget	2022 Year End Estimate	2023 Budget	2023 Budget VS 2022 Budget
PURCHASED SERVICES:						
56 5400 Professional/Outside Services	712	325	1,500	1,500	1,500	100.00%
58 5405 Accounting	9,702	6,828	9,840	9,840	10,000	101.63%
59 5410 Auditor	9,000	9,900	9,500	9,900	10,300	108.42%
60 5415 Professional Services	0	0				
61 5415 Legal Services	137	0	2,500	0	1,000	40.00%
62 5420 Computer Consultant	27,348	1,792	3,000	3,000	3,000	100.00%
63 Advertising					0	
64 5425 Court Software Support		16,260	14,860	16,260	15,306	103.00%
65 5550 Telephone	3,774	1,455	4,000	4,000	4,000	100.00%
66 Internet/Web	701	985	300	762	800	266.67%
67 5500 Repair/Maint. Contracts Equip.	1,966	63	1,900	1,500	1,500	78.95%
68 5540 Substitute Judge	0	0	300	0	0	0.00%
69 Total:	53,340	37,608	47,700	46,762	47,406	99.38%
OPERATING SUPPLIES & EQUIPMENT						
70 5250 Office Supplies/Printing	5,851	4,958	6,000	6,000	6,000	100.00%
71 5300 Postage	3,966	4,834	5,000	6,500	5,000	100.00%
72 5350 Newspaper Publishing	0	0	50	0	50	100.00%
73 5200 Memberships	820	850	900	900	900	100.00%
74 5160 Books & Publications	69	132	150	132	150	100.00%
75 Shredding		310	700	310	500	
76 Printing	0	0	0			
77 Non Capital Equipment Purchases	703					
78 Miscellaneous	0	0	200	0	200	100.00%
79 5600 Training & Travel		207	1,000	450	500	50.00%
80 Total:	11,409	11,291	14,000	14,292	13,300	95.00%
FIXED CHARGES						
82 5100 Insurance and Bonds	0	0	0	0	0	0.00%
83 5105 Workman's Comp	-51	0	0	0	0	0.00%
84 5120 Public Officials Ins.	0	0	0	0	0	0.00%
85 Property Insurance Coverage	0	0	0	0	0	0.00%
86 5130 G Liability Ins./ Hired & non-owned MV	4,581	4,644	5,000	4,644	5,200	104.00%
87 5140 Bonds	0	0	0	0	0	0.00%
88 5150 Bank Charges	202	116	300	300	300	100.00%
89 5125 Facility Expenses (utilities, plowing)	14,188	9,459	14,188	14,188	15,181	107.00%
90 5475 Equipment Lease	0	0	0	0	0	0.00%
91 5450 Rent	34,500	23,000	34,500	34,500	34,500	100.00%
92 Total:	53,420	37,219	53,988	53,632	55,181	102.21%
CAPITAL OUTLAY						
93 8000 Capital Equipment	3,959	0	0	0	1,200	0
94 Total:	3,959	0	0	0	1,200	0

2022	Rate per Hour	Hrs/Wk	2022 Salary	2022 FICA	Retirement Employee 6.5	Retirement Employer 6.5
Terri	30.30	Full Time	63,014	4,821	4,096	4,096
Tracy	20.80	24 Hrs/Wk	25,958	1,986	1,687	1,687
Kathy	17.64	24 Hrs/Wk	22,013	1,684	0	0
Elaine	15.91	24 Hrs/Wk	19,858	1,519	0	0
			130,843	10,009	5,783	5,783
Judge			46,667	3,570	3,033	3,033
			177,510	13,580	8,817	8,817

2022	Year	Employee Contribution	Employer Contribution
Health Insurance:			
Terri Health	9,372	1,124.70	8,247.78
Terri Dental	431	51.74	379.42
Judge Health	23,007	11,503.68	11,503.7
Judge Dental	1,162	580.98	580.98
	33,973	13,261.10	20,711.86
Deductable Cost:	500, 500		1,000.00
			21,711.86

2023 Salary:	2022 Salary	2023 Salary	2023 Salary	2023 FICA	Retirement Employee 6.8	Retirement Employer 6.8
Terri	63,014.00	31.51 Full Time	65,535	5,013	4,260	4,260
Tracy	25,958.00	21.63 40 Hrs.WK	44,995	3,442	2,925	2,925
Kathy	22,013.00	18.35 22 Hrs/Wk	20,987	1,606	0	0
Elaine	19,858.00	16.55 24 Hrs/Wk	20,650	1,580	0	0
Judge	44,454	46,667	47,667	3,647	3,098	3,098
			199,833	15,287	10,283	10,283

2023		2023	Employee Contribution 12%	Employer Contribution
Health Insurance:				
Terri Health	single	9,603.36	1,152.40 12%	8,450.96
Terri Dental	single	439.80	52.78 12%	387.02
Judge Health	single	9,603.36	4,801.68 50%	4,801.68
Judge Dental	single	439.80	219.90 50%	219.90
Tracy Health	family	23,613.12	2,833.57 12%	20,779.55
Tracy Dental	family	1,185.24	142.23 12%	1,043.01
Deductable Cost:		1000, 500, 250		1,750.00
Employer Total Cost:				37,432.12