



AGENDA
VILLAGE BOARD MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN
FEBRUARY 18, 2016
7:00P.M.

1. Call to Order/ Roll Call
2. Verification of Compliance With Open Meeting Law
3. Pledge of Allegiance
4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)
5. CONSENT AGENDA
 - a. Vouchers for Payment
 - b. Treasurer's Report
 - c. Meeting Minutes:
 - i. January 28, 2016 – Regular Meeting
 - d. New Operator Licenses
 - e. New Agent for Daniel Boone Conservation League (DBCL)
6. DISCUSSION/ACTION ITEMS
 - a. Discussion/Action regarding a petitioned Conditional Use Permit to allow horses at 3810 Cora Lane (Tax Key: V10_0213005)
 - b. Discussion/Action regarding a petition to rezone a portion of property (12.204 acres) located at 3200 Pleasant Hill Road (Tax Key: V10_025500Y) from A-1, Exclusive Agricultural District to A-2, General Agricultural District
 - c. Discussion/Action regarding a proposed One-Lot Certified Survey Map (CSM) for a portion of vacant property (12.204ac) located at 3200 Pleasant Hill Road (Tax Key: V10_025500Y)
 - d. Discussion/Action regarding the release of Letters of Credit for Reflections Village Subdivision
 - e. Acknowledgment of amendments to the various "Declarations of Restriction" for Reflections Village Subdivision
7. PUBLIC COMMENTS (...Continued)
8. ADJOURNMENT

Additional explanation of items on the agenda (Communication Forms) can be found on the village's website at www.richfieldwi.gov. Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's office at 628-2260 or www.richfieldwi.gov with as much advance notice as possible.

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AFFIDAVIT OF POSTING

Pursuant to Sec. 985.02(2), Wis Stats., I, Bradley Calder, being duly sworn, state as follows:

1. I am an adult resident of the State of Wisconsin, and I make this affidavit on personal knowledge.
2. I hereby certify that I posted a copy of the attached:

- 1) Architectural Review Board Mtg - 2016.2.17
- 2) Village Board Agenda - 2016.2.18
- 3) Notice of Spring Primary - 2016.2.16

on Feb 12, 2016 (date), 2:30 PM (time), at the Village posting locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield; and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy Q, Colgate.

Bradley Calder
Signature

2/12/2016
Date

Personally came before me this 12th day
of February, 2016.

Margaret Runnells
Notary Public, State of Wisconsin
My commission expires 9/25/16

I also certify that notice of such meeting(s) were sent via email to the West Bend Daily News, the Germantown Express News, the Hartford Times Press, and the Milwaukee Journal Sentinel.

Signature

Date

I further certify that a copy has been posted to the Village website www.richfieldwi.gov.

Signature

Date

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VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

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MEETING DATE: February 18, 2016

SUBJECT: Consent Agenda
DATE SUBMITTED: February 18, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE ATTACHED CONSENT AGENDA?

ISSUE SUMMARY:

Included for your review are the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from January 28th, New Operator Licenses and paperwork for newly appointed agent, Christopher Lay for Daniel Boone Conservation League, Inc.

FISCAL IMPACT:

REVIEWED BY: Kathleen Smith
Village Deputy Treasurer

Initial Project Costs:
Future Ongoing Costs:
Physical Impact (on people/space):
Residual or Support/Overhead/Fringe Costs:

ATTACHMENTS:

1. Vouchers for Payment
2. Treasurer's Report
3. Meeting Minutes from January 28, 2016
4. New Operator License List, Copy of Applications, Background Investigation Report
5. Form AT-104, AT-107a, letter from Secretary and Copy of Application, Background Investigation Report for Christopher Lay, agent.

STAFF RECOMMENDATION:

Motion to approve the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from January 28, 2016, New Operator Licenses and newly appointed agent for Daniel Boone Conservation League, Inc..

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

[Signature]
Village Staff Member
[Signature]
Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

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VILLAGE OF RICHFIELD
VOUCHERS FOR PAYMENT
FEBRUARY 2016

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BATCH #1					
CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
ACH		1/21/16	Wisconsin Employee Trust Funds	\$2,710.63	Final Retirement Payment for 2015
10446-10472		1/25/16	Tax Refund Batch #17		2015 Tax Refunds
10473-10480		1/25/16	Tax Refund Batch #18		2015 Tax Refunds
10481-10490		1/25/16	Tax Refund Batch #19		2015 Tax Refunds
10491-10499		1/25/16	Tax Refund Batch #20		2015 Tax Refunds
10500-10504		1/25/16	Tax Refund Batch #21		2015 Tax Refunds
10505-10507		1/25/16	Tax Refund Batch #22		2015 Tax Refunds
10508-10540		1/25/16	January Vouchers for Payment		January Payments
10541		1/29/16	Charter Communications	\$158.80	Services through February
10542		1/29/16	WE Energies	\$275.00	Street Light Relocation/Installation
10543		1/29/16	Phillip Pulvermacher	\$50.00	Hill and Gully Snowrider Reimbursement
10544	12694	1/29/16	Washington County	\$18.00	Richfield Ward Maps
10545	625396	1/29/16	NorthShoreBank Leasing	\$718.04	Lease through February
10546	C323781	1/29/16	Office Copying Equipment LTD	\$318.28	Meter Plan and Agreement
10547	871586	1/29/16	Delta Dental	\$206.80	Dental Insurance (Employee Reduction)
10548		1/29/16	WE Energies	\$4,362.79	Electric and Heat
ACH		1/29/16	United Health Care	\$11,972.81	Health Insurance
			TOTAL BATCH #1	\$20,791.15	Checks Written End of January 2016
BATCH #2					
CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
10549		2/1/16	Postmaster	\$947.68	January/February Newsletter
ACH		2/2/16	Village of Richfield	\$17,408.84	Bi-Weekly Payroll
ACH		2/2/16	State Withholding Tax	\$1,239.24	State Income Withholding Tax
EFTPS		2/2/16	Federal Tax Deposit	\$6,471.09	FICA Tax
ACH		2/2/16	Wisconsin Deferred Compensation	\$250.00	457 Plan
ACH		2/3/16	Village of Richfield	\$2,045.72	Monthly Payroll
EFTPS		2/3/16	Federal Tax Deposit	\$555.99	FICA Tax
10550		2/4/16	Richfield Volunteer Fire Company	\$39,365.87	January Fire Company Payment
10551		2/4/16	Menards	\$47.89	Supplies and Expenses
10552		2/4/16	Equal Rights Division	\$30.00	January 2016 Work Permits
10553		2/4/16	Neu's Building Center, Inc.	\$180.03	DPW Supplies and Expenses
10554		2/4/16	Current Electric Co.	\$50.00	Electrical Permit Reimbursement
10555		2/4/16	WE Energies	\$2,217.40	Street Lighting Invoice for January
10556		2/4/16	AT&T	\$202.86	January AT&T Invoice
10557	5859084-2275-	2/4/16	Waste Management of Milwaukee	\$478.25	February 2016 Invoice
10558	10051	2/4/16	Competitive Mailing Solutions	\$106.90	PostBase Ink Cartridge Set
10559	64100	2/4/16	Graphic Edge Printing	\$148.00	#10 White Windows
10560		2/4/16	Residential Credit Solutions	\$2,739.58	Tax Payment Reimbursement Duplicate Payment
10561		2/4/16	Tax Refund Batch #23		2015 Tax Refund
10562-10567		2/4/16	Tax Refund Batch #24		2015 Tax Refunds
10568-10570		2/4/16	Tax Refund Batch #25		2015 Tax Refunds
10571-10573		2/4/16	Tax Refund Batch #26		2015 Tax Refunds
10574		2/11/16	Joel Jaster	\$19.00	Fuel Refund
10575		2/11/16	Cintas Corporation Loc. 184	\$905.75	January Cleaning Invoice
10576	37374	2/11/16	Cities Digital Inc.	\$753.00	Laserfiche Annual Support and Updates
10577		2/11/16	EH Wolf & Sons, Inc.	\$746.35	DPW Supplies and Expenses
10578		2/11/16	Quill Corporation	\$61.67	Office Supplies and Expenses
10579		2/11/16	Civic Plus	\$4,878.98	Annual Website Maintenance
10580		2/11/16	Bobbi Fogle	\$22.61	Re-Issue Tax Refund
			TOTAL BATCH #2	\$81,872.70	Checks Written Beginning of February 2016

VILLAGE OF RICHFIELD
VOUCHERS FOR PAYMENT
FEBRUARY 2016

****BATCH #3**

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
	15-239		Accurate Surveying & Engineering LLP	\$622.49	East Shore Drive Work
	10802		Arenz, Molter, Macy, Riffle & Larson	\$5,886.65	Attorney Fee's through January 1/12/2016
	120388		Associated Appraisal Consultants, Inc.	\$3,958.33	Professional Services Agreement
	0080132-IN		Albus Conveyors, Inc.	\$220.06	Truck #5 Parts and Supplies
			BIASEW	\$50.00	Building Inspector Annual Membership
			BQ's Cleaning	\$534.00	December Cleaning Services
	507753		Complete Office of WI	\$193.57	Election Expenses
	1540390116		Conley Media, LLC	\$107.63	Notice of Public Hearing
	666		Economic Development of Washington Cou	\$7,180.00	Annual Investment Contribution
			Falls Auto Parts	\$290.97	DPW Supplies and Expenses
	IN001-1023600		Force America Distributing, LLC.	\$14.49	Light Assembly for Joystick Base
	2098323		GAI Consultants	\$3,245.00	Richfield MS4 Permit
			Hopson Oil LLC	\$4,818.97	January Fuel Expense
	NA6319		Imperial	\$145.65	DPW Stock Hardware
	144361		JFTCO, Inc.	\$133.55	Cat Loader Parts
	162084		Kunkel Engineering Group	\$180.00	2015 Highway Improvement
			Lakeside International LLC	\$392.61	DPW Supplies and Expenses
			TOTAL BATCH #3	\$27,973.97	Checks Still Needing Approval***

****BATCH #4**

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
	56854		Lange Enterprises, Inc.	\$695.57	Road Signs
			Menards	\$62.45	DPW and Election Supplies
			North American Salt	\$22,408.84	January Salt Invoices
	115910		North Woods Superior Chemical Corp.	\$244.75	Chemicals Stock
	21370		Ontech Systems, Inc.	\$219.72	Computer Issues
			Port A John	\$204.00	Metros and Liquid Waste Disposal
	510810-01-16		Premium Waters Inc.	\$46.24	January Service Charges
			Richfield Volunteer Fire Company	\$39,365.87	February Service Contract Payment
	9437		Schmitt Sanitation	\$180.00	Pump North Holding Tank
	5482		Washington County Treasurer	\$696.94	Salt, Machinery and Material
	8601		Washington County Sheriff	\$24,902.35	Services for January 2016
	IV29324		Winter Equipment Co, Inc.	\$277.89	Lock Nut and Plow Bolts
			Wisconsin Department of Justice	\$14.00	January Criminal Background Checks
	11612		Wisconsin Legal Blank Co.	\$397.75	Election Envelopes
			TOTAL BATCH #4	\$89,716.37	Checks Still Needing Approval***
			TOTAL	\$215,452.60	

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VILLAGE OF RICHFIELD
 Treasurer's Report for January 31, 2016

BANK ACCOUNT BALANCES

	Interest Rate	Beginning Balance December 31, 2015	Interest Earned	Ending Balance January 31, 2016
Landmark Checking Account	0.25%	\$ 2,091,403.58	\$ 1,136.34	\$ 4,675,961.97
LGIP General Fund	0.14%	\$ 738,135.02	\$ 209.01	\$ 738,344.03
LGIP Fire Impact Fees	0.14%	\$ 246,785.83	\$ 69.88	\$ 246,855.71
LGIP Park Impact Fees	0.14%	\$ 99,783.69	\$ 28.25	\$ 99,811.94
LGIP Tax Account	0.14%	\$ 11,000,321.27	\$ 1,470.69	\$ 1,001,791.96
FNB Entrepreneur Plus Account	0.05%	\$ 2,712.33	\$ 0.11	\$ 2,712.44
FNB Platinum MMD Account	0.15%	\$ 257,652.63	\$ 30.71	\$ 257,683.34
Bank Mutual MM Account	0.33%	\$ 251,596.00	\$ 84.97	\$ 251,680.97

CERTIFICATES OF DEPOSIT

	Purchase Date	Expiration Date	Interest Rates	Amount
First National Bank	October 31, 2015	April 30, 2017	0.55%	\$ 251,663.61
Bank Mutual	March 3, 2015	October 3, 2016	1.05%	\$ 253,583.55

** All CD's are fully FDIC insured**

LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES

	Purchase Date	Expiration Date	Amount
Reflections Richfield Investments LLC	March 11, 2014	March 16, 2016	\$ 712,650.00
Reflections Richfield Investments LLC	March 11, 2014	March 16, 2016	\$ 150,000.00
D&S Weyer No. II, LLC	June 23, 2015	August 31, 2016	\$ 59,800.00
NMMR Investments #1 LLC	October 1, 2015	October 1, 2016	\$ 11,765.00

PERMIT PERFORMANCE BOND

	Held Since	Expiration Date	Amount
T-Mobile Central LLC Wireless Communication Tower	March 11, 2014	N/A	\$ 25,000.00

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1. Call to Order/ Roll Call

The meeting was called to order by Village President John Jeffords at 7:00 pm. A quorum of the Village Board was present. Present: Village Board of Trustees; Rock Brandner, Bill Collins, Dan Neu, and Sandy Voss.

Also present: Village Administrator Jim Healy and Administrative Services Coordinator KateLynn Schmitt

2. Verification of Compliance With Open Meeting Law

Village Administrator Healy verified that the meeting was posted per statute at three local post offices and the Village Hall. Digital copies of the agenda were sent to the West Bend Daily News, Germantown Express News, Hartford Times Press, and the Milwaukee Journal Sentinel.

3. Pledge of Allegiance

4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)

Jeff Gonyo, Highway J Citizens Group, 2668 Hwy 164, spoke in favor of the two referendum questions. Mr. Gonyo explained that State Statues recommend that the board size be seven (7) members. Mr. Gonyo then announced that Ms. Zoulek will be seeking to make a charitable donation of \$1,000,000 from the profits of the clean fill landfill operations at 609 Scenic Road to help the families of Veterans.

Ms. Danah Zoulek, 609 Scenic Road, spoke about the referendums. Ms. Danah Zoulek stated that many people agree with term limits and increasing the Board size. Ms. Danah Zoulek stated it is not appropriate to degrade people in the community. Ms. Danah Zoulek believes the referendums support more representation, not bigger government.

Gil Frank, 4156 Elmwood Road, spoke in regards to three (3) items 7c. and 7d., 7d. Mr. Frank believed the boundary line relocation ordinance should go before the Plan Commission. Mr. Frank stated that he was in favor of term limits and that Trustees should represent districts or specific geographic areas of the Village and not be at-large.

5. CONSENT AGENDA

- a. Vouchers for Payment
- b. Treasurer's Report
- c. Meeting Minutes:
 - i. December 17, 2015 – Regular Meeting
- d. New Operator Licenses

Motion by Trustee Voss to approve the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from December 17, 2016, and New Operator Licenses; Seconded by Trustee Brandner; Motion carried unanimously.

6. PUBLIC HEARING

- a. Discussion regarding Ordinance O2016-01-01, an Ordinance to amend the Village's adopted Comprehensive Plan – Agriculturally zoned properties, rezoning petitions and land divisions

Motion by Trustee Neu to open Public Hearing; Seconded by Trustee Voss; Motion carried unanimously.

Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes January 28, 2016
7:00 pm

Jeff Gonyo, 2668 Hwy 164, HWY J Citizens Group, posed several questions to the Board and stated that he believed the Board is making changes for some residents and not others.

Sue Munger, 1950 CTY HWY CC, spoke in regards to agriculturally zoned properties. Ms. Munger believed it is a good idea to make this change because it will save more of our agricultural land and give the property owners some more leeway. Ms. Munger stated that she believes the ordinance is worded vaguely and she proposed possibly referencing various ordinances, but she thinks it's a good idea.

Ms. Danah Zoulek, 609 Scenic Road, stated that her property is zoned RS-1R Country Estates. Over 29 acres of it is undeveloped meaning that it is not able to be developed. Ms. Danah Zoulek stated that the Village Board petitioned themselves and rezoned the property to RS-1R and prevented her from being able to restore her property. Ms. Danah Zoulek believes this property amendment is a good thing, but she does think that the plan needs to be more of a set plan.

Gil Frank, 4156 Elmwood Road, stated that in A-1 you have to have 35 acres and A-2 only has to be 10 acres. Frank asked why an "A-3 zoning district" couldn't have been created. Mr. Frank stated that it took six (6) months to get the B-5 zoning district project done and the Board should give this issue the same due diligence.

Motion by Trustee Collins to close the public hearing; Seconded by Trustee Neu; Motion carried unanimously.

7. DISCUSSION/ACTION ITEMS

a. Discussion/Action regarding Ordinance O2016-01, an Ordinance to amend the Village's adopted Comprehensive Plan – Agriculturally zoned properties, rezoning petitions and land divisions

Administrator Healy gave a brief overview of the ordinance. Administrator Healy explained that the ordinance is to amend one table of the comprehensive plan "Exhibit 11-4 Land Use Categories and Relationship to the Village's Existing Zoning Regulations".

Village President Jeffords briefly spoke about the proposed ordinance and the idea to allow for farm land to continue to be farmed but give the owners the opportunity to divide a portion of the land and allow for development if it is consistent with Zoning.

Trustee Collins asked if Administrator Healy had received any phone calls or emails related to this change to the Comprehensive Plan per the legal notice published in the paper.

Administrator Healy said he had received phone calls inquiring about the change but no emails. He also noted several farmers who were in the audience.

Motion by Trustee Neu to approve Ordinance O2016-01-01, an Ordinance to amend multiple sections of the Village's Comprehensive Plan; Seconded by Trustee Brandner; Motion carried unanimously.

b. Discussion/Action regarding an extraterritorial plat review in the Town of Lisbon for a Two-Lot Certified Survey Map (CSM), generally located at W230 N9421 Colgate Road, Tax Key: LSBT0149995001, John W. Lietzau 1996 Convertible Trust

Motion by Trustee Voss to approve the proposed Two-Lot CSM for Mr. John Lietzau for his property in the Town of Lisbon, indicated by Tax Key: LSBT 0149-995-001, subject to the Specific and General Conditions of Approval listed below:

Specific Conditions of Approval:

1. The signature block for the Village of Menomonee Falls be removed and replaced with one for the Village President, John Jeffords and Village Administrator/Clerk, Jim Healy.

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; of for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

Seconded by Trustee Neu; Motion carried unanimously.

c. Discussion/Action regarding a One Lot CSM for vacant property on Bark Lake Road, identified by Tax Keys: V10_1017 and V10_1015

Motion by Trustee Collins to approve the certified survey map for Ms. Jane Matter for her property indicated by Tax Key: V10_1017 and V10_1015, subject to the Specific and General Conditions of Approval listed below:

Specific Conditions of Approval:

1. The Zoning on the property be indicated as F-1, Floodplain Districts and the related setbacks be listed.
2. The signature block for the Plan Commission be removed.

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; of for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

Seconded by Trustee Brandner; Motion carried unanimously.

d. Discussion/Action regarding a proposed ordinance amendment relating to boundary line relocations for legal conforming and legal, non-conforming properties

Administrator Healy gave a brief overview of the issue and illustrated several examples of properties that are considered legal, non-conforming.

Trustee Neu asked that Staff work with the Village's Consultant Planner to draft and prepare an ordinance for the Plan Commission's consideration.

e. Discussion regarding Referendum Questions for the April 5th, 2016 Election

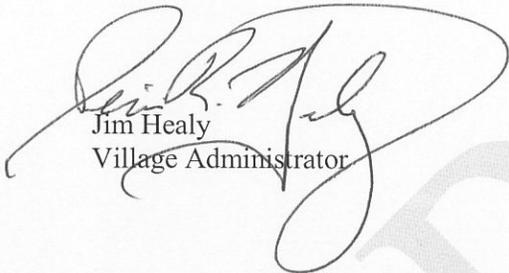
Administrator Healy stated that the referendum questions are on the agenda as purely advisory to notify residents. Administrator Healy also discussed the dates the questions and their explanations would be published in the West Bend Daily News.

8. PUBLIC COMMENTS (...Continued)

9. ADJOURNMENT

Motion by Trustee Voss to adjourn the meeting at 8:13 pm; Seconded by Trustee Neu; Motion carried unanimously.

Respectfully Submitted,



Jim Healy
Village Administrator

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February 18, 2016 Meeting

New Operator Licenses

Name	Place of Employment	Course or valid license	Recommendation
Jennifer Heinzel	Fat Charlie's	License	Approved

6 a



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6a

MEETING DATE: February 18, 2016

SUBJECT: Conditional Use Application – Livestock, Horses 3810 Cora Lane
DATE SUBMITTED: February 10, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE DENIAL OF THE PROPOSED CONDITIONAL USE PERMIT?

ISSUE SUMMARY:

The application is being brought forward by Ms. Christine Corrus on behalf of the property owners, Mr. and Mrs. Terry Heinemeier for their property at 3810 Cora Lane. The proposed conditional use is to have three (3) horses on the subject property (V10-0213005). The property is currently zoned Rs-2, Single Family Residential District and LC, Lowland Conservancy. It has a land mass of approximately 5.5 acres and it is divided as follows, 2.7 acres in Rs-2, Single Family Residential District and 2.8 acres in the Low Land Conservancy District. The raising of horses is a Conditional Use allowed in all residential zoning districts pursuant to Section 70.301(E)(6) provided the following minimum requirements are met:

Raising horses and other livestock. Notwithstanding other restrictions that may apply to a particular lot or parcel, either by deed, title or restrictive covenant, the keeping and raising of livestock, including horses, on lots and parcels located in any residential zoning district may be allowed by the Village Board with a conditional use permit provided the following minimum standards and criteria can be met:

- a.
Parcel area. The minimum lot or parcel area required shall be four acres.
- b.
Accessory use. The keeping and raising of livestock shall be an accessory use of the lot or parcel exclusively for the personal enjoyment and/or consumption of the owner(s) of the property and not related to nor part of a commercial business or operation.
- c.
Type and number. The type and number of animals that may be allowed as set forth in the permit shall not exceed one livestock unit per whole acre where one livestock unit shall be the equivalent of the following:
 - i.
One cow, steer or buffalo;
 - ii.
One horse, llama or emu;
 - iii.
Two pigs or hogs;
 - iv.
Two sheep or goats;
 - v.
Ten poultry.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6a

MEETING DATE: February 18, 2016

SUBJECT: Conditional Use Application – Livestock, Horses 3810 Cora Lane
DATE SUBMITTED: February 10, 2016
SUBMITTED BY: Jim Healy, Village Administrator

Specific requirements and limitations addressing the type and number of animals, structures, fencing, manure management, noise, odor, and other nuisances and impacts may be required as conditions of approval.

This provision is intended to allow the raising of such animals on lots or parcels that are not included in or made part of a recorded subdivision platted prior to the effective date of the ordinance adopting this provision, unless:

- d. The raising of such animals is specifically allowed on the subject lot or parcel as set forth in the subdivision deed restrictions or covenants; or
- e. The subject lot or parcel is specifically exempt from the operation or affect of the subdivision deed restrictions or covenants.

After a Staff review, it was our determination that on the petition's face, it does not meet the bulleted requirements laid forth in 70.301(E)(6). In taking a literal reading of the italicized preceding section with the emphasis on the underlined portions, the parcel as a whole is not entirely residential and therefore does not have the requisite 4 acres as "residentially" zoned land which is required. The portion of land for the subject property that is zoned residentially is approximately 2.7 acres with the balance being in Lowland Conservancy. The provision highlighted in Yellow above, while not formatted correctly, it does explicitly state that the raising of such farm animals is allowed provided that they are not in recorded subdivision plats. While the petitioner is able to arguably meet the rest of the criteria on the Village's Zoning Code, this provision they cannot meet given the subdivision was platted on December 8, 1977.

While Deed Restrictions and the enforcement thereof is generally not a Village-wide concern, Staff thought it was important to note that the Kettle Cliffe Addition No. 2 Subdivision, when it was originally platted in 1977, had a restriction on the properties that states as follows: "No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot..." However, these Deed Restrictions had an expiration after 25 years, meaning they are not enforceable by the subdivision HOA, if one even exists, since 2002.

Originally, the Village Staff relied upon the language in the Deed Restrictions which said horses and other livestock were prohibited when we learned this petitioner was interested in submitting an application. After the initial petition submittal, the real estate agent for the intended purchaser brought to our attention that they expired in 2002. Presumably, it was based on this knowledge alone that they decided to submit the application. Regrettably, the petitioner or her real estate agent did not read this section of the ordinances in its entirety prior to submitting the application. By law, Village Staff is required to process these types of applications when submitted to them. It was only after the application was submitted that an analysis of the section was done by Village Staff.

As a part of the scheduled Public Hearing, notice was sent to every property owner within 300' of the subject parcel and notice was also published twice in the *West Bend Daily News*. Village Staff received a number of written comments as a part of the public hearing from area residents. They are included for your convenience. At the public hearing, nobody, including the petitioner, spoke in favor of the proposal.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6a

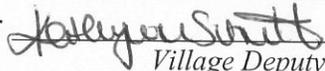
MEETING DATE: February 18, 2016

SUBJECT: Conditional Use Application – Livestock, Horses 3810 Cora Lane
DATE SUBMITTED: February 10, 2016
SUBMITTED BY: Jim Healy, Village Administrator

After the conclusion of the public hearing the following motion was made by the Plan Commission:

Motion by Commissioner Lalk to recommend denial to the Village Board for the proposed conditional use permit for horses at 3810 Cora Lane due to the fact that it would not be legal to approve the conditional use due to the acreage and the unanimous objection to the conditional use during the public hearing; Seconded by Vice-Chairman Berghammer; Motion carried unanimously.

FISCAL IMPACT:

REVIEWED BY: 
Village Deputy Treasurer

Initial Project Costs: N/A
Future Ongoing Costs: N/A
Physical Impact (on people/space): Horses in a platted subdivision
Residual or Support/Overhead/Fringe Costs: N/A

ATTACHMENTS:

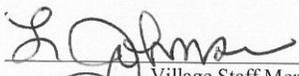
1. DRAFT Conditional Use Permit for 3810 Cora Lane
2. Public Hearing Notice published in the West Bend Daily News
3. Kettle Cliffe Addition No. 2 Subdivision Deed Restrictions filed December 6, 1977
4. Photocopy of recorded plat
5. Correspondence from neighboring property owners
6. 70.241 Conditional Use Administration
7. Ordinance No. 02-05-01

STAFF RECOMMENDATION:

Motion to deny the proposed Conditional Use Permit for 3810 Cora Lane and to instruct the Village's Planning and Zoning Administrator to author a 'Decision Letter' to the petitioner outlining the denial of her petition to allow for three (3) horses due to the fact that 1) the parcel exists in a platted residential subdivision and 2) does not have the minimum requirement of 4 acres of residentially zoned land.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN


Village Staff Member

Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____



3 SW

SE

2 SW

Pleasant Hill Rd

Oconomowoc River

10 NW

NE

NW 11

Scenic Rd

Cedar Trail Ct

Kettle Side Dr

Longfield Ln

Cora Ln

SE

SW

0 200 400 600ft

DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

CONDITIONAL USE PERMIT**Mr. and Mrs. Terry Heinemeier – Current Property Owner****Ms. Christine Corrus – Potential Property Owner (Agent)****Agricultural Livestock- Horses****3810 Cora Lane****(Tax Key V10-0213005)**

The Village Board of the Village of Richfield, Washington County, Wisconsin DO ORDAIN AS FOLLOWS:

Whereas, Mr. and Mrs. Terry Heinemeier (“property owner/petitioner”) own property located at 3810 Cora Lane (Tax Key: V10-0213005) (“subject property”) and have submitted a conditional use application to allow agricultural livestock on the subject property in the form of three (3) horses; and

Whereas, Ms. Christine Corrus has been appointed as the “Agent” for the property owner and has extended an offer to purchase the land from the petitioner subject to receiving approval from the Village; and

Whereas, Section 70.241(E)(6) of the Zoning Code for the Village of Richfield allows for the “Raising of Horses and other Livestock” in all zoning districts as a conditional use; and

Whereas, the subject property is zoned by LC, Lowland Conservancy and Rs-2, Single Family Residential District; and

Whereas, upon receipt of the application, the Village Clerk properly referred such petition to the Plan Commission for the Village of Richfield for determination; and

Whereas, the Plan Commission for the Village of Richfield scheduled a public hearing thereon as soon as practical; and

Whereas, upon publication of the required “Notice of Public Hearing” and mailing of said “Notice of Public Hearing” to all property owners within 300 feet of the subject property, the Plan Commission for the Village of Richfield held a public hearing on February 4, 2016, as required by section 70.241 of the zoning code for the Village of Richfield; and

Whereas, members of the public at the public hearing were given ample opportunity to provide comment; and

Whereas, the Plan Commission for the Village of Richfield, following the public hearing and necessary study and investigation, have given the matter due consideration, and having based its determination on the effect of granting such Conditional Use Permit on the health, general welfare, safety and economic prosperity of the Village and specifically of the immediate neighborhoods surrounding said location, and having given due consideration to the municipal problems involved, as well as impact on the surrounding properties hereby determine that the keeping and raising of horses will not violate the spirit or intent of the Zoning Ordinance for the Village of Richfield, will not be contrary to the public health, safety or general welfare of the Village of Richfield, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of smoke, dust, odor or other similar factors and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as

the Conditional Use is operated pursuant to the following conditions and in strict compliance with the same.

Whereas, on February 4, 2016, the Village Plan Commission recommended approval to the Village Board for the proposed allowance of “Agricultural Livestock- Horses”; now

THEREFORE IT IS ORDERED AS FOLLOWS:

Commencing upon the date of signature of this approval by Village officials and the property owner, whichever occurs last, a conditional use permit is hereby granted as more particularly described herein. This conditional use permit is subject to initial and continued compliance with each and every one of the following conditions, restrictions, and limitations.

A. This conditional use approval is granted subject to the following conditions:

1. Subject Property. This conditional use permit is limited to the subject property located at 3810 Cora Lane (Tax Key: V10_0213005). The current owner of the property, Mr. and Mrs. Terry Heinemeier, by the nature of this approval, have since conveyed ownership and property rights to Ms. Christine Corrus.
2. Presentation Compliance. The construction and operation of raising agricultural livestock shall be in substantial conformity with written communication by the property owner’s agent, Ms. Christine Corrus, in her letter dated December 14, 2015 herein attached as Exhibit A.
3. Authorized use. The keeping and boarding of three (3) horses generally located in the location depicted in Exhibit B, which is attached hereto and incorporated herein by reference, is authorized as an “accessory use” subject to the following specific conditions:
 - a. The proposed 24x36’ building addition shall only be built if it meets the Village’s required setbacks, percent of lot coverage requirements, and all other building requirements in the Village’s Municipal Code of Ordinances.
 - b. The “three or four” high tensile elect fencing to enclose “roughly two (2) to (3) acres adjacent to the existing detached structure” must also meet the requirements of the Village’s Municipal Code of Ordinances.
 - c. Before issuing the building permit, the petitioner shall submit a formal site plan and related documentation acceptable to the Building Inspector indicating that their proposal meets all applicable regulations for the subject property.
 - d. Upon receipt of the documentation from the petitioner, the Building Inspector shall place in writing to the Village’s Planning and Zoning Administrator that he agrees the proposal meets all requirements of the Village’s Municipal Code of Ordinances.
 - e. The raising of horses on the property are not a part of any commercial use, but rather, personal enjoyment.
 - f. The keeping of any other type of agricultural livestock (chickens, goats, emus, pigs, etc.) is strictly prohibited without prior amendment to this Conditional Use Permit.
 - g. All other uses of the subject property shall be in conformance to the Village’s zoning code.

4. Licenses/Permits. The petitioner shall be required to obtain any and all required licenses and permits from the village, county, state, and federal government. If any license or permit is issued, any and all conditions of the same are incorporated herein and made a part of this conditional use permit.
 5. Laws. The petitioner shall comply with all federal, state, county, and local rules, codes, ordinances, and regulations in the construction, operation, and maintenance of the subject property as amended from time to time.
 6. Junk. No junk as defined in Section 263-8(A) of the Village code of ordinances; or disassembled, inoperable, junked or wrecked boats, motor vehicles, truck bodies, tractors, trailers also defined in Section 263-8(A); shall be accumulated or stored on the subject property. No burying or burning of junk is permitted on the subject property.
 7. Fees and Expenses. Upon issuance of this conditional use permit, the petitioner shall reimburse the Village for all expenses incurred by the Village including all professional and technical assistance expenses, realized by the Village in reviewing, approving, and granting this conditional use permit. The Village Clerk shall provide the petitioner with copies of all itemized invoices.
 8. Cost of Enforcement. Any attorney fees incurred by the Village of Richfield to enforce any of the conditions or requirements of this conditional use permit must be paid by the petitioner.
 9. Revocation or Modification of Approval. Whenever the Village Board has reasonable cause to believe that any of the conditions herein imposed are being or have been violated, or any use of the subject property related to the operation becomes hazardous, harmful, noxious, offensive, or a nuisance to surrounding properties, the Village Board shall have the right to revoke or modify this conditional use permit, including, but not limited to, imposing stricter conditions upon the use and/or operation through a revised permit by the following the process as set forth in Section 70-241(D)(2) of the Village code of ordinances.
 10. Acceptance. Within four months of when the Village Board approves this conditional use permit, the petitioner is required to accept the terms and conditions of this approval, in writing.
 11. Effect of Approval on Heirs, Successors, and Assigns. The terms of this conditional use approval shall be binding on the owners of the subject property and their heirs, successors, and assigns.
 12. Right of entry for inspection. The petitioner hereby gives village officials, employees, and authorized agents the right to enter the subject property with reasonable notice for purposes of inspecting the premise to ensure compliance with the terms of this permit.
- B. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to the classification of use the question shall be submitted to the Plan Commission for determination.

- C. No use is hereby authorized unless the use is conducted in a lawful, orderly, and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the county of Washington, the state of Wisconsin, the federal government, or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
- D. This conditional use hereby authorized shall be confined to the subject property described, without extension or expansion other than as noted herein, and shall not vary from the purposes herein mentioned unless expressly authorized in writing by the Plan Commission as being in compliance with all pertinent ordinances.
- E. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the petitioner be delinquent in payment of any monies due and owing to municipality, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Plan Commission, pursuant to the enforcement provisions of this conditional use order.
- F. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration and/or amendment to the use, premises (including, but not limited to, any change to the boundary limits of the subject property), structures, lands other than as specifically authorized herein, shall require a new conditional use permit (amendment) and all procedures in place at the time must be followed.
- G. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use order may be amended upon the prior approval of the Plan Commission if the Plan Commission finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Plan Commission feels, in its sole discretion, to be substantial shall require a new permit, and all procedures in place at the time must be followed.
- H. Should any paragraph or phrase of this conditional use permit be determined by a court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
- I. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.

Exhibit A

(LEFT INTENTIONALLY BLANK)

Exhibit B

(LEFT INTENTIONALLY BLANK)

111 Maple Ave. S. #4
Slinger, WI 53086

Village of Richfield
4128 Hubertus Rd.
Hubertus, WI 53033

Exhibit A

12/14/2015
RE: Conditional use permit for 3810 Cora Lane

Dear Administrator,

I am in the process of purchasing 3810 Cora Lane and thus am applying for a conditional use permit to have horses on the property. This property includes 5.5 acres and pursuant to village code, 5 horses could be allowed; I would like to keep 3 horses on the property. I have an animal science degree from UW River Falls in 1990 and have trained, showed, and boarded horses professionally for 24 years. I no longer train or board, but seek to have my own horses at my home for my own pleasure.

I would like to modify the existing roughly 600 square foot detached garage to store hay and tack. I would like to add a 12 foot extension to the eave on the garage to provide lean-to type shelter while horses are outside. I would also propose to put up an additional 24X36 building to have stalls for the horses. I would like to attach this additional building onto the north side of the existing detached garage where a foundation has already been started.

Additionally, I would like to put up three or four rail high tensile electric fencing to enclose roughly 2 to 3 acres adjacent to the existing detached structure.

Exhibit B



(Class II Public Notice)
NOTICE OF PUBLIC HEARING
VILLAGE OF RICHFIELD
Thursday, February 4, 2016

PLEASE TAKE NOTICE:

Notice is hereby given pursuant to Section 19.84, Wis. Stats., and provisions of the Village of Richfield Code of Ordinances, that the Village of Richfield Plan Commission will conduct two (2) public hearings on Thursday, February 4, 2016 at 7:00 p.m. at the Village Hall, located at 4128 Hubertus Road, Hubertus, WI 53033 to consider the petitions by:

- 1) Mr. and Mrs. Edward Stuesser to rezone a portion of their property (12.204 acres) located at 3200 Pleasant Hill Road (Tax Key: V10-0255-00Y) from A1, Exclusive Agricultural District to A2, General Agricultural District.
- 2) **Mr. and Mrs. Terry Heinemeier to allow for three (3) horses at 3810 Cora Lane (Tax Key: V10_0213005), pursuant to Sect. 70.241 of the Village's Zoning Code.**

For information regarding this public hearing, please contact Jim Healy, Village Administrator at (262)-628-2260. A map showing the location of the subject property is available from the Village Clerk during normal business hours. All interested parties will be heard. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's Office at (262)-628-2260 with as much advance notice as possible.

Dated this January 17, 2016

Publication Dates:

January 21, 2016

January 28, 2016

Jim Healy
Village Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033
(262)-628-2260

6. No exterior storage shall be allowed of trailers, autos, campers, boats, snow-mobiles, tractors, or other equipment.

7. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 6 square feet. However, during the construction and sales period of any dwelling, the "Architectural Committee" may grant a variance to the number and size of signs as needed.

8. Whereas the keeping of a motorcycle, snow-mobile, or mini-bike is allowed, the use of motorcycles and snow-mobiles shall be expressly limited to only the road areas for the sole purpose of entering and/or leaving the subdivision and the use of "mini-bikes" shall be completely prohibited within the subdivision.

9. Television and radio (receiving or transmitting) towers and antennas shall need the approval of the "architectural committee".

VACANT LOT CARE

10. In order to properly maintain the Subdivision as a desirable residential area, lot owners shall be responsible for cutting grass and weeds on that portion of the road right-of-way adjacent to their lot. Prior to the construction of a dwelling upon a lot, the cutting of grass and weeds upon such lot shall also be the responsibility of the lot owner, and failure to do so, shall automatically give authority to the Town of Richfield, or the "Architectural Committee" to enter upon such lot and cut same at the expense of the lot owner.

ANIMALS

11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that 2 adult dogs, cats or other house hold pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, or allowed to annoy neighbors.

12. No person shall knowingly keep or harbor any vicious dog which may assault a person peacefully walking or riding on public roads, or while lawfully on the premises of the keeper of such a dog, or elsewhere in the Subdivision. Dogs or pets shall not be permitted to run at large, but shall be kept on the premises of the owner unless they are under control of the owner or responsible person(s). Any dog that habitually howls, barks, or yelps, must be brought under control of the keeper to the elimination of such disturbance of the peace.

ARCHITECTURAL CONTROL COMMITTEE

13. So long as the first party owns any lots in the Subdivision, the authority and functions of the "Architectural Control Committee" shall be lodged in and exercised by Oliver H. Baumgartner, or his duly appointed agent. When the first party no longer owns any lots in the Subdivision, the "Architectural Control Committee" shall consist of 3 lot owners elected by the owners of lots in the subdivision, each lot representing one vote. Members of the committee shall serve for 3 years, or until their successors have been duly elected. Due notice of the election of such successors shall be filed in the Office of the Register of Deeds for Washington County. The "Committee's" approval or disapproval, as required in the covenants shall be in writing; In the event the "Committee" or it's designated representative fails to approve or disapprove duplicate plans and specifications within 30 days after submittal, approval will be deemed to have been obtained insofar as required by the above paragraph only; all other provisions of these restrictions to have full force and effect. Action by said "Committee" shall be final and conclusive as to persons then or thereafter owning lands in said subdivision.

PARTIES BOUND - COVENANTS

14. The restrictions herein contained shall be deemed to be covenants running with the land and shall be binding on all parties and persons having an interest in the land affected hereby for a period of 25 years from the date this document shall be recorded; unless an instrument signed by the owners of a majority of the lots has been recorded changing said covenants in whole or in part or reducing the term. The restrictions and covenants herein contained may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same; provided, however, that no action shall be commenced to enforce such restrictions or restrain the violation thereof, unless such action is commenced within 1 year after WRITTEN NOTICE of violation has been served to violator.

Invalidity of any of the covenants or restrictions herein contained, by any judgment or court order, shall in no way affect any of the other provisions herein contained, which shall remain in full force and effect.

15. Any of the foregoing restrictions, protections, covenants, or charges or provisions, may be annulled, waived, changed, modified, or amended at any time by written declaration, or amendment, executed by the owners of at least 50% of lot owners and with the consent of the first party, so long as it owns any of said lots. Said declaration shall be recorded in the Office of the Register of Deeds for Washington County, Wisconsin, before it shall be effective.

1-27-2016

To: Village of Richfield –Planning Commission and Village Board

This letter is to address the petition to allow horses at 3810 Cora Ln. property. We wish and hope the board will vote NOT to allow this variance in current policy (not to allow farm animals to be kept in this subdivision). There are a multitude of reasons to not allow these animals to be kept on this property not the least of which is the discharge of firearms in close proximity to the proposed site.

Environmental issues with the river in close proximity also concern us. We would like to see this site minimally affected by future use.

Respectfully,



Dave & Terri Lakich

3804 Cora Ln.

Richfield, WI 53076

Good Morning Neighbor

CONCERNING: HORSES IN OUR SUBDIVISION

I received the attached NOTICE OF PUBLIC HEARING from the Village of Richfield. I fear that this notice was sent only to houses surrounding the affected lot – 3810 Cora Lane. I would like to spread the word and ask for your support at the upcoming February 4th public hearing. I am against allowing horses on this lot, which is in our subdivision.

When my husband and I built our home in this subdivision, our subdivision bylaws stated that no farm animals, livestock or poultry of any kind would be allowed – only dogs and cats. Horses were not allowed in the subdivision.

The owner at 3810 Cora Lane, the log house at the east end of Cora Lane, wants to change zoning to allow 3 horses on his land. The property is vacant and for sale so I believe he wants to sell it as an estate that allows horses.

According to an old plat of survey that I have, there is a drainage easement and a roadway easement on the east side of his lot. The owner may have more than 5 acres of land but the easements make some of that land unbuildable.

My lot and his lot are long and narrow. There are wetlands at the back of our lots and springs on our lots. Will keeping horses on this property adversely affect our water table? Our wells are very shallow because of the high water table. If our water is affected, it could affect all of the subdivision.

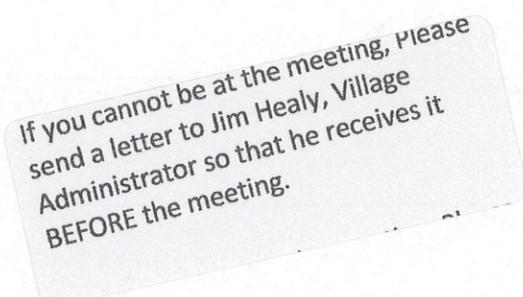
The wetlands at the back of the land and the easements on the east side of the land make it questionable in my mind as to where the horses can be kept.

So, my concerns are:

1. We are a non-commercial residential subdivision. Do we want to allow or set the precedent for horses in the subdivision? Do we want the additional traffic of horse trailers and vehicles?
2. Concern for small children because of additional horse trailer traffic. People who don't live in the subdivision are not aware of houses with children and perhaps not as careful driving through our subdivision.
3. **Manure** removal – 3 horses can produce allot of manure, which needs to be mounded and composted or removed in another manner.
4. We have no "horse paths" unless the rider rides the horses down the street or on our lots.
5. Fencing – I hate to see fences go up – many horse fences are not pretty. They are electrified wire fences.
6. Shelter for the horses – there are at least 2 out-buildings on the lot now. Will there be more housing built for the horses?
7. Boarding of Horses – If the property owners intend to board horses, there will be additional horse trailer traffic. This also makes it a commercial endeavor.

Please help me in this matter. Come to the meeting and voice your opinion on this addition to our subdivision.

Barbara Engel
3820 Cora Lane
Richfield, WI
Phone: 262-628-0110



Front Desk

From: Jim Healy
Sent: Wednesday, February 03, 2016 7:17 PM
To: Christine Matsen
Cc: Front Desk
Subject: RE: Rezoning to Allow of Horses

Dear Ms. Matsen,

Thank you very much for your input. It will be forwarded to the Plan Commission for their consideration tomorrow evening. As an aside, the Village Staff's recommendation for the Commission is for the denial of the petition for horses.

Sincerely,

Jim Healy
Village Administrator
Planning and Zoning Administrator
(262)-628-2260
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

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“Far and away the best prize that life has to offer is the chance to work hard at work worth doing.” – President Theodore Roosevelt

From: Christine Matsen [mailto:chris.mfdesign@charter.net]
Sent: Tuesday, February 02, 2016 12:10 PM
To: Jim Healy <administrator@richfieldwi.gov>
Subject: Rezoning to Allow of Horses

Jim Healy,

I am registering objection to the proposed rezoning of the Ritterbush subdivision (Cora Lane property), to allow for horses. Large animals and farm animals have no place in a neighborhood subdivision. NO!

Christine Matsen

Christine Matsen



Matsen Ford Design Associates, Inc.

N8 W22350 Johnson Dr., Suite B9

Waukesha, WI 53186

PH:(262)522-9500 or (262)628-9964

FAX: (262)628-9964

chris.mfdesign@charter.net

Front Desk

From: Jim Healy
Sent: Tuesday, February 02, 2016 3:40 PM
To: Front Desk
Subject: 3809 Woodsfield

Patricia and Robert Moore wanted to register their opposition to the horses at 3810 Cora Lane.

Sincerely,

Jim Healy
Village Administrator
Planning and Zoning Administrator
(262)-628-2260
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

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“Far and away the best prize that life has to offer is the chance to work hard at work worth doing.” – President Theodore Roosevelt

Front Desk

From: Jim Healy
Sent: Monday, February 01, 2016 10:00 PM
To: Front Desk
Subject: Fwd: Cora Lane Public Hearing

MR,

Please print this off for Thursday. Thank you.

Sincerely
JRH

Sent from my iPhone

Begin forwarded message:

From: Donald and Diane Pedersen <ddpedersen@charter.net>
Date: February 1, 2016 at 7:36:44 PM CST
To: Jim Healy <administrator@richfieldwi.gov>
Subject: Cora Lane Public Hearing

Dear Jim Healy, Today I received an orange flyer noting a public hearing on February 4th to rezone a property on Cora Lane. The flyer says the potential buyer wants it rezoned so they can have 3 horses.

While I doubt there will be pigs and cows in the subdivision as noted in the flyer I do not want horses going up and down our subdivision roads.

Our roads have many cracks in them and I believe horses will not help the road situation. The horses will only create safety issues.

I am opposed to this rezoning. I like the subdivision we live in and do not want it changed.

Sincerely
Don Pedersen
1869 Field Cliffe Dr
Richfield WI 53076

Front Desk

From: James Pike <JamesPike@sagaciousconsultants.com>
Sent: Thursday, February 04, 2016 9:49 AM
To: Jim Healy
Cc: jessica.erin.pike@gmail.com; Front Desk
Subject: RE: Regarding Rezoning Request at 3810 Cora Ln.

Hi Jim-

Thanks for letting us know. We appreciate the response, and the greater insight into some of the local governance processes.

It does raise questions in my mind as to the classification of "farm animals," as opposed to pets, or hobby animals – something that I think could potentially warrant greater distinction. In Richfield we are lucky enough to live in primarily rural environment, and I could see how arguments toward a more narrow definition of traditional agricultural animals could be of benefit to residents who, like the Heinemans, are interested in using their acreage for hobby vs. "farming."

Thanks again,

- James Pike

From: Jim Healy [mailto:administrator@richfieldwi.gov]
Sent: Wednesday, February 03, 2016 9:50 PM
To: James Pike
Cc: jessica.erin.pike@gmail.com; Front Desk
Subject: RE: Regarding Rezoning Request at 3810 Cora Ln.
Importance: High

Dear James and Jessica,

Thank you very much for the thoughtful email and allowing me to see the document being distributed amongst your neighbors. This is the first I've been able to see it. Having diverse opinions and perspectives on these types of issues is an important facet of local government from an administration perspective. At the very least it sparks citizen engagement, civil discourse and encourages discussion, all of which are positive from my perspective.

I will be forwarding this to the Village's Plan Commission for their review and consideration. While the letter alludes to the fact that I have some sort of authority to grant or deny this permit, I do not. I act as a 'facilitator' in this instance and I am just processing applications pursuant to State Statutes. Hence the reason why your entire neighborhood was not notified of this proposed development and only those individuals living within 300' of the subject property- a requirement of the law. The individuals who are charged with making a decision on this will be having their public hearing tomorrow evening and then, after the conclusion of said hearing, will be making a recommendation to the Village Board for their ultimate decision. They, too, are only a recommending body.

The Staff's recommendation of this proposal is, however, for denial. We are basing our decision to recommend denial based on a subsection of the Village's Zoning Code which states (paraphrased) that farm animals are allowed in the Village of Richfield on a number of different parcels and zoning classifications so long as they do not exist in platted subdivisions. The argument regarding the deed restrictions only comes into play if this lot was specifically called out as being 'exempt' from your subdivision regulations which it is not.

Thank you again for taking the time to reach out to me. I love meeting our residents and if I can be of further service, please do not hesitate to let me know.

Sincerely,

Jim Healy
Village Administrator
Planning and Zoning Administrator
(262)-628-2260
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

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“Far and away the best prize that life has to offer is the chance to work hard at work worth doing.” – President Theodore Roosevelt

From: James Pike [<mailto:JamesPike@sagaciousconsultants.com>]

Sent: Wednesday, February 03, 2016 8:09 PM

To: Jim Healy <administrator@richfieldwi.gov>

Cc: jessica.erin.pike@gmail.com

Subject: Regarding Rezoning Request at 3810 Cora Ln.

To Jim Healy, or whom it may concern:

My wife and I (1884 Field Cliffe Dr.) received a letter in the mail this week (attached) outlining the plans of Mr. and Mrs. Heinemeier to bring three horses to the parcel of land they are interested in purchasing (or have purchased).

The author is worried about horse waste, and the potential for his/her dogs and neighborhood children to be injured if they go into the horse paddock.

Frankly, I think that if those folks want to bring horses - we should *absolutely* allow it. I looked at the plot of land on Google Maps and can clearly see there is adequate space. Horses are a big investment and huge responsibility - having three of them is triple the responsibility, and I believe that if someone has owned and treated these animals well, then they are the type of people who will do things the right way. I do not worry in the least about waste disposal (sounds like good fertilizer to me) or the potential danger it could pose to children and/or animals. If the author of that letter is unable to keep their own animals in their yard, that sounds like their own problem - and having met a few horses in my life, I believe the worst possible outcome for children of having horses in the neighborhood would be that a child would fall in love with horses and run off to Kentucky to become a triple-crown winning jockey.

In addition, we have beautiful horse trails just down the road at the Richfield Historical Society park. What a waste they would be if people in the surrounding area couldn't have horses to enjoy them with.

Finally, the author asks, "what if your neighbor decides they want pigs/cows/chickens now?" and suggests that they, "don't want this to become a subdivision full of farm animals." Well, to that my wife and I both agree that we would love to have a couple chickens on our two acres! A couple happy little cluckers would be a great learning opportunity for kids - not to mention the fresh eggs (no loud roosters, though). So please, don't take one obstinate individual's campaign to "keep it the way it has always been" to be voice of the entire neighborhood, because it's simply not true. My wife and I feel bad for the author of that letter, that this could cause them such personal torment - we believe in live and let live, and being innocent until proven guilty. The Heinemeier family have done nothing wrong, and unless it becomes an *actual* problem (which, again, I can't imagine), please consider granting their request at the hearing this Thursday.

And we're serious about the chickens!

Thank you,

James Pike | Senior Consultant | [Sagacious Consultants](http://www.SagaciousConsultants.com) | 414-915-4815 | www.SagaciousConsultants.com

Ranked #1 Best in KLAS for Clinical Implementation Supportive, "2013 Best in KLAS Awards: Software & Professional Services," January, 2014.

February 3, 2016

John and Karen Puhl
3794 Woodsfield Drive
Richfield, WI 53076



Jim Healy
Village Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

Re: Mr. and Mrs. Terry Heinemeier Property

Dear Mr. Healy,

It has come to our attention that Mr. and Mrs. Terry Heinemeier have petitioned the village to allow up to 3 horses on their property. In the general interest of our neighborhood and water quality, we are against the Village of Richfield issuing this request.

We are unable to attend the meeting on Thursday night and ask that this letter stand in for our voice and vote against this petition.

Sincerely,

Handwritten signatures of John and Karen Puhl in black ink. The signature for John is on the left and for Karen is on the right.

John and Karen Puhl

Front Desk

From: Jim Healy
Sent: Wednesday, February 03, 2016 8:59 PM
To: Reeve, Duane
Cc: Front Desk
Subject: RE: No

Dear Mr. Reeve,

Thank you very much for the thoughtful email. Having diverse opinions and perspectives on these types of issues is an important facet of local government from an administration perspective. At the very least it sparks citizen engagement, civil discourse and encourages discussion, all of which are positive from my perspective.

I will be forwarding your communication to the Village's Plan Commission for their review and consideration. The Plan Commission will be having their public hearing tomorrow evening and then, after the conclusion of said hearing, will be making a recommendation to the Village Board for their ultimate decision. Just like Village Staff, they, too, are only a recommending body pursuant to our Village Code in this instance.

The Staff's recommendation of this proposal is for denial. We are basing our decision to recommend denial based on a subsection of the Village's Zoning Code which states (paraphrased) that farm animals are allowed in the Village of Richfield on a number of different parcels and zoning classifications so long as they do not exist in platted subdivisions. While there are permutations where they may be allowed in other subdivisions based on Deed Restriction verbiage, that is not the situation here.

Thank you again for taking the time to reach out to me. I love meeting our residents and if I can be of further service, please do not hesitate to let me know.

Sincerely,

Jim Healy
Village Administrator
Planning and Zoning Administrator
(262)-628-2260
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

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From: Reeve, Duane [mailto:Duane.Reeve@harley-davidson.com]
Sent: Wednesday, February 03, 2016 8:13 PM
To: Jim Healy <administrator@richfieldwi.gov>
Subject: No

Mr. Healy.

No to rezoning for the home on Cora Lane to allow large animals, specifically horses. I love animals and appropriate space and considerations for animals and neighbors should be primary in keeping them in the most healthy environments. Please do not support rezoning this address and setting a possible precedent for future zone change requests.

Duane Reeve PMP
414-465-6844
717-818-8821 cell

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Front Desk

From: Jim Healy
Sent: Tuesday, February 02, 2016 10:08 AM
To: Front Desk
Subject: Plan Commission

MR,

Can you please print off this email for the Plan Commission meeting on Thursday? This individual called in to register his opposition to the proposed horses at Cora Lane.
Dan Roltgen- 1829 Field Cliffe Drive

Sincerely,

Jim Healy
Village Administrator
Planning and Zoning Administrator
(262)-628-2260
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

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Front Desk

From: Jim Healy
Sent: Tuesday, February 02, 2016 5:43 PM
To: Rick Saari
Cc: Front Desk
Subject: RE: Re-zoning

Dear Diane,

First and foremost, please call me Jim!

Thank you very much for the email. I will pass it along to the decision makers at the Plan Commission and Village Board level.

Have a wonderful rest of your night,
Sincerely,
Jim H.

From: Rick Saari [mailto:rwsaari1@gmail.com]
Sent: Tuesday, February 02, 2016 5:23 PM
To: Jim Healy <administrator@richfieldwi.gov>
Subject: Re-zoning

Hello Mr. Healy, I want to let you know that I am against rezoning the property on Cara Lane, I'm afraid it will open more doors to other areas wanting the same things such as this. Please say NO to rezoning this property.

Thank you,

Diane Saari
2648 State Hwy 175
Richfield, WI 53076

Front Desk

From: Jim Healy
Sent: Monday, February 01, 2016 10:21 PM
To: Dianne Mueller
Cc: Front Desk
Subject: Re: Rezoning Public Meeting 2/4/16

Dear Dianne and Gus,

Thank you very much for the email. We will provide it to our Plan Commission in advance of their decision on Thursday evening.

Sincerely
Jim H.

Sent from my iPhone

On Feb 1, 2016, at 10:35 AM, Dianne Mueller <dbmueller49@gmail.com> wrote:

Gus Totsky and Dianne Mueller at 1937 Field Cliffe Dr object to the rezoning on Cora Ln and Pleasant Hill Rd and vote NO.

- floodplain storage capacity, or cause danger to human or animal life. This additional information may include plans, certified by a registered professional engineer or land surveyor, showing elevations or contours of the ground at two-foot intervals; fill or storage elevations; first floor elevations of structures; size, location, and spatial arrangement of all existing and proposed structures on the site; location and elevation of streets, water supply, and sanitary facilities; photographs showing existing land uses and vegetation upstream and downstream; soil types and other pertinent information.
3. Plat of survey prepared by a registered land surveyor showing all of the information required under section 70.131 for a zoning/building permit as well as the following: mean and historic high-water lines and floodlands on or within 40 feet of the subject premises; and existing and proposed landscaping.
 4. Additional information as may be required by the Plan Commission, Village Engineer, Planning and Zoning Administrator, or Building Inspector.
- C. Review and approval. The Village Plan Commission shall review the site, existing and proposed structures, architectural plans, neighboring uses, parking areas, driveway locations, highway access, traffic generation and circulation, drainage, sewage disposal and water systems, and the proposed operation and, prior to Village Board action, shall hold a public hearing as set forth in section 70.45.
1. Conditions such as landscaping, architectural design, type of construction, drainage, floodproofing, anchoring of structures, construction commencement and completion dates, sureties, lighting, fencing, planting screens, operational control, hours of operation, improved traffic circulation, deed restrictions, highway access restrictions, increased yards, or parking requirements may be required by the Plan Commission upon its finding that these are necessary to fulfill the purpose and intent of this chapter.
 2. Notice to state department of nature resources (DNR). The Plan Commission shall transmit a copy of each application for a conditional floodland use to the county park and planning commission and the state department of natural resources (DNR) for review and comment. Action on the application shall not be taken for 30 days or until the county and department of natural resources (DNR) have made their recommendation, whichever comes first. A copy of all floodland conditional use permits shall be transmitted

to the county and department of natural resources (DNR) within 10 days of the effective date of such permit.

D. Village Board action.

1. Following a public hearing by the Plan Commission and after careful consideration of the Village Plan Commission's recommendations, the Village Board may grant the conditional use permit as applied for, grant the conditional use permit with conditions deemed appropriate by the board, or deny the permit. Compliance with all other provisions of this chapter, such as lot width and area, yards, height, parking, loading, traffic, highway access, and performance standards, shall be required of all conditional uses, unless otherwise stipulated in the individual districts regulations. Variances shall only be granted as provided in sections 70.104 and 70.163.
2. When the Village Plan Commission believes either by observation or by citizen complaint, that a permitted conditional use has been or is being violated, the Plan Commission may convene a public hearing as set forth in section 70.45 giving at least 30 days notice to the holder of the conditional use permit and advising the permit holder, as well as property owners within 300 feet of the conditionally permitted use, of the purpose of the hearing which may be to recommend to the Village Board that the conditional use permit then in effect be altered, rescinded or reaffirmed. The Village Board, after receiving the recommendation of the Village Plan Commission, may take action to alter, rescind, or reaffirm the conditional use permit then in effect. The Village Clerk shall take the steps necessary to alter or rescind any covenants or other pertinent documents concerning the conditional use which may be on file in the office of the county register of deeds.

E. Conditional uses allowed in all zoning districts.

1. Any principal use other than the initial principal use on a parcel or property.
2. Solar and wind energy collection and electric production devices. Any active or passive solar and wind energy collection, reflection, conversion, generation, transmission, or storage system and device external to the principal use structure or placed as an accessory or principal use on property within the Village shall be required to secure a permit for the erection of such system or device from the Building Inspector prior to such erection or placing. Application for placement or erection of such system or device shall include detailed construction drawings of the

entire system including any modification to existing structures, dimensions of the system and the structure to which it is affixed or connected, distances to the boundaries of the individual property on which the system or device is proposed to be placed, names of the owners of the property as well as names and addresses of individual persons or firms involved in the sale, fabrication, erection, placing, connection and insuring of such system or device. In addition, the applicant for such permit shall provide the Building Inspector with a site plan showing: the location of the system or device on the site and the approximate distance to any structures on adjacent properties; landscaping screens; fences; overhead electric, telephone and TV cables; and, permanent ponds or pools of water. The applicant shall, in addition, provide evidence that all applicable county, state and federal regulations have been met and that all applicable regulations of the affected electric utility company have been met.

3. Radio and television reception and transmission devices not governed by section 70.271. Any radio or television reception or transmission system or device external to the principal use structure or placed as an accessory use on property within the Village shall be required to secure a permit for the erection of such system or device. The application therefor shall include detailed construction drawings of the entire system including any modifications to existing structures, dimensions of the system and the structure to which it is affixed or connected, distances to the boundaries of the individual property on which the system or device is proposed to be placed, names of the owners of the property as well as names and addresses of individual persons or firms involved in the sale, fabrication, erection, placing, connection and insuring of such system or device. In addition, the applicant for such permit shall provide the Building Inspector with a site plan showing: the location of the system or device on the site and the approximate distance to any structures on adjacent properties, landscaping screens, fences, overhead electric, telephone and TV cables, and permanent ponds or pools of water. The applicant shall also provide evidence that all applicable county, state and federal regulations have been met and that all applicable regulations of the affected utility company have been met. Such uses may not be placed in the front yard area of any principal use within the Village.
4. Short-term mining or mineral extraction activities.
 - a.

A special conditional use permit issued under this subsection (E)(4) shall be limited to a term of not more than five years; shall be limited to parcels of less than 20 acres in size; and shall be limited to the following mining and mineral extraction activities:

- i. The mining or extraction of rock, gravel, sand or topsoil;
 - ii. The separation, crushing and washing of rock and gravel;
 - iii. The processing and washing of sand;
 - iv. The processing of topsoil; and
 - v. The temporary storage of processed materials. In addition, a permit issued under this shall require the completion of a restoration plan within the terms of the permit.
- b. In determining whether to issue a permit under this subsection (E)(4), the following factors may be considered:
- i. The relationship of the proposed final grades to the surrounding terrain;
 - ii. The proposed post-extraction use of the land;
 - iii. The impact of the extraction activities upon surrounding properties and inhabitants in terms of sound, dust and sight;
 - iv. The effect of such activities upon roadways and traffic;
 - v. Any other factors affecting the health and general welfare of the immediate neighborhood and the Village in general.
- c. Permits issued under this subsection (E)(4) shall specify:
- i. The physical limits of the extraction activity including setbacks, slopes and other grading features, all of which shall be set forth in an approved engineering plan;
 - ii. The hours of operation;
 - iii. The machinery and equipment to be used;
 - iv. The location and height of temporary storage piles of extracted materials;

- v. Any required sound, dust or sight buffers, barriers or control devices;
 - vi. Special safety measures;
 - vii. The required restoration plan including a landscaping plan;
 - viii. The nature and amount of financial guarantees; the date of completion of the activities, in stages, if applicable, and in total;
 - ix. Any other condition deemed necessary to protect the public health, safety and general welfare.
 - d. Failure to operate within the conditions established shall result in immediate suspension of the permit and shall be deemed a violation of the zoning code subject to the penalties set forth in section 70.43.
 5. Reserved.
 6. Raising horses and other livestock. Notwithstanding other restrictions that may apply to a particular lot or parcel, either by deed, title or restrictive covenant, the keeping and raising of livestock, including horses, on lots and parcels located in any residential zoning district may be allowed by the Village Board with a conditional use permit provided the following minimum standards and criteria can be met:
 - a. Parcel area. The minimum lot or parcel area required shall be four acres.
 - b. Accessory use. The keeping and raising of livestock shall be an accessory use of the lot or parcel exclusively for the personal enjoyment and/or consumption of the owner(s) of the property and not related to nor part of a commercial business or operation.
 - c. Type and number. The type and number of animals that may be allowed as set forth in the permit shall not exceed one livestock unit per whole acre where one livestock unit shall be the equivalent of the following:
 - i. One cow, steer or buffalo;
 - ii. One horse, llama or emu;
 - iii. Two pigs or hogs;
 - iv. Two sheep or goats;
 - v. Ten poultry.

Specific requirements and limitations addressing the type and number of animals, structures, fencing, manure management, noise, odor, and other nuisances and impacts may be required as conditions of approval.

This provision is intended to allow the raising of such animals on lots or parcels that are not included in or made part of a recorded subdivision platted prior to the effective date of the ordinance adopting this provision, unless:

- d. The raising of such animals is specifically allowed on the subject lot or parcel as set forth in the subdivision deed restrictions or covenants; or
- e. The subject lot or parcel is specifically exempt from the operation or affect of the subdivision deed restrictions or covenants.

ORDINANCE NO. 02- 05- 01

AN ORDINANCE TO AMEND CHAPTER 17 (THE ZONING ORDINANCE) OF THE CODE OF ORDINANCES OF THE TOWN OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN

WHEREAS, the Town Plan Commission and Town Board have determined that, based in part on recommendations from the Planning and Zoning Administrator, the amendment set forth herein is necessary to better and more equitably regulate the use of and allowance for the raising of horses and other livestock on large residentially-zoned properties in the Town and to further the purpose and intent of the Town's Zoning Ordinance; and

WHEREAS, the Town Planning & Zoning Administrator has drafted a proposed amendment to Section 17.0505 of the Town's Zoning Ordinance which provides for special conditional uses not set forth in individual district regulations and has attached that amendment hereto as Exhibit "A"; and

WHEREAS, a public hearing of the proposed amendments was duly held on May 2, 2002; and

WHEREAS, the Town Planning Commission made a recommendation on May 2, 2002, to adopt the proposed amendment; and

NOW THEREFORE; the Town Board of the Town of Richfield does hereby ordain as follows:

Section 1. Section 17.0505.f. of Town of Richfield Code of Ordinances, i.e. the "Zoning Ordinance", is created to read as set forth in Exhibit "A".

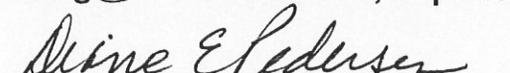
Section 2. This Ordinance shall take effect the day after proof of posting the same, in accordance with Section 60.80(1), Wis. Statutes, has been filed with the Town Clerk.

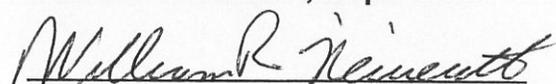
Adopted this 16th day of May, 2002.


Ralph F. Schulteis, Chairman

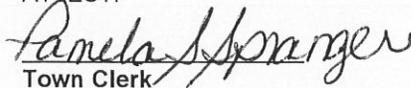

John G. Jeffords, Supervisor


Imogene E. Rasmussen, Supervisor


Diane E. Pedersen, Supervisor


William R. Neureuther, Supervisor

ATTEST:


Town Clerk

POSTED:

05-17-02
Proof of Posting Filed
and Recorded

EXHIBIT "A"
Creation of Section 17.0505.f.

f. Raising Horses and Other Livestock.

Notwithstanding other restrictions that may apply to a particular lot or parcel, either by deed, title or restrictive covenant, the keeping and raising of livestock, including horses, on lots and parcels located in any residential zoning district may be allowed by the Town Board with a conditional use permit provided the following minimum standards and criteria can be met:

1. Parcel Area. The minimum lot or parcel area required shall be four (4) acres.
2. Accessory Use. The keeping and raising of livestock shall be an accessory use of the lot or parcel exclusively for the personal enjoyment and/or consumption of the owner(s) of the property and not related to nor part of a commercial business or operation.
3. Type and Number. The type and number of animals that may be allowed as set forth in the permit shall not exceed one (1) livestock unit per whole acre where one (1) livestock unit shall be the equivalent of the following:
 - (a) one cow, steer or buffalo
 - (b) one horse, llama or emu
 - (c) two pigs or hogs
 - (d) two sheep or goats
 - (e) ten poultry

Specific requirements and limitations addressing the type and number of animals, structures, fencing, manure management, noise, odor, and other nuisances and impacts may be required as conditions of approval.

This provision is intended to allow the raising of such animals on lots or parcels that are not included in or made part of a recorded subdivision platted prior to the effective date of the ordinance adopting this provision, unless: (1) the raising of such animals is specifically allowed on the subject lot or parcel as set forth in the subdivision deed restrictions or covenants; or (2) the subject lot or parcel is specifically exempt from the operation or affect of the subdivision deed restrictions or covenants.

Jim Healy

From: Tim Schwecke <tim.schwecke@civitekconsulting.com>
Sent: Sunday, January 31, 2016 9:31 PM
To: Jim Healy
Subject: RE: PC Agenda (Cora Road CU for livestock)

Jim,

As requested, I've reviewed the staff report for the conditional use for horses. I believe, the section you referenced in your staff report is s. 70.241 in eCode. <http://www.ecode360.com/15479961> Is that correct?

In that regard, the formatting of the content in eCode is different than what is in my paper copy (below), which is also misnumbered/misformatted at the end of the subsection.

The items that are numbered (a), (b), and (c) are a list of minimum requirements. After that, the subsection contains two additional paragraphs. The last paragraph starts with "This provision is intended" and includes a numbered list which should be (a) and (b), not (c) and (e).

In any event, a plain reading of the last paragraph indicates that a person can only have livestock in a subdivision IF, the deed restrictions for the subdivision specifically allow them OR a lot is specifically excluded from the deed restrictions for the subdivision.

In your staff report, you mention that there were deed restrictions at one point, which have since expired. As an aside, it is instructive to note that they specifically prohibited livestock.

In short, if there are no deed restrictions for the subdivision, you can't even get to first base. Therefore, I don't think the village is authorized to consider this application for lack of authority.

If you would like an additional set of eyes, don't hesitate to confer with Attorney Macy.

Tim

6. Raising horses and other livestock.
Notwithstanding other restrictions that may apply to a particular lot or parcel, either by deed, title or restrictive covenant, the keeping and raising of livestock, including horses, on lots and parcels located in any residential zoning district may be allowed by the Village Board with a conditional use permit provided the following minimum standards and criteria can be met:

- a. *Parcel area.* The minimum lot or parcel area required shall be four acres.
- b. *Accessory use.* The keeping and raising of livestock shall be an accessory use of the lot or parcel exclusively for the personal enjoyment and/or consumption of the owner(s) of the property and not related to nor part of a commercial business or operation.
- c. *Type and number.* The type and number of animals that may be allowed as set forth in the permit shall not exceed one livestock unit per whole acre where one livestock unit shall be the equivalent of the following:
 - i. One cow, steer or buffalo;
 - ii. One horse, llama or emu;
 - iii. Two pigs or hogs;
 - iv. Two sheep or goats;
 - v. Ten poultry.

Specific requirements and limitations addressing the type and number of animals, structures, fencing, manure management, noise, odor, and other nuisances and impacts may be required as conditions of approval.

This provision is intended to allow the raising of such animals on lots or parcels that are not included in or made part of a recorded subdivision platted prior to the effective date of the ordinance adopting this provision, unless:

- c. The raising of such animals is specifically allowed on the subject lot or parcel as set forth in the subdivision deed restrictions or covenants; or
- e. The subject lot or parcel is specifically exempt from the operation or affect of the subdivision deed restrictions or covenants.

(Ord. No. 01-04-02, § 2, 4-19-2001; Ord. No. 02-05-01, Exh. A, 5-16-2002; Ord. No. 05-01-03, § 1, 1-20-2005)

From: Jim Healy [mailto:administrator@richfieldwi.gov]
Sent: Friday, January 29, 2016 7:28 PM
To: tim.schwecke@civitekconsulting.com
Subject: PC Agenda

Attached.

Sincerely,

Jim Healy

Village Administrator

Planning and Zoning Administrator

6 b



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

66

MEETING DATE: February 18, 2016

SUBJECT: Rezoning – Tax Key: V10_025500Y, Mr. Ed Stuesser from A-1 to A-2
DATE SUBMITTED: February 10, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE APPROVAL OF THE PARTIAL REZONING OF THE SOUTH SIDE OF THE 3200 BLOCK OF PLEASANT HILL ROAD, FROM A-1, EXCLUSIVE AGRICULTURAL DISTRICT TO A-2, GENERAL AGRICULTURAL DISTRICT?

ISSUE SUMMARY:

The petition before us tonight is being submitted by Mr. and Mrs. Ed Stuesser, for their property generally located on the eastern most portion of Pleasant Hill Road on the south side of the 3200 block (Tax Key: V10_025500Y). Please refer to the Washington County GIS Map in the Attachments for locational purposes. The petitioner has been working with Staff and the Plan Commission over the course of the last few months regarding the future development of his 47.98 ac parcel. Currently, the entire property is being farmed. It has access off of both STH 175 and Pleasant Hill Road.

The property owner is requesting of the Village a change in zoning designation for a portion of the property from A-1, Exclusive Agricultural District to A-2, General Agricultural District. The intent of the A-2, General Agricultural District is as follows:

“The A-2, General Agricultural District is intended to provide for, maintain, preserve, and enhance agricultural lands historically utilized for crop production but which are not included within the A-1, Exclusive Agricultural District and which are generally best-suited for smaller farm units, including truck farming, horse farming, hobby farming, orchards, and other similar agriculture related farming activity.”

The minimum lot size for this District is ten (10) acres. The setbacks for the property are 65’ from the street, 50’ from the sides, and 50’ from the rear. Later tonight, the Village Board will also be considering a related petition from the same property owner to subdivide the land. The two (2) lots that will be created from this CSM are 12.204 and 35.776, respectively. If you were of a mind to approve the proposed rezoning, Staff would recommend that the motion be made to conditionally approve the same, subject to the Board also approving the proposed Certified Survey Map (CSM).

A Public Hearing was scheduled on February 4, 2016 and pursuant to our municipal code a Class II Notice ran for two consecutive weeks in the West Bend Daily News. Every property owner within 300’ of the subject property was contacted. Mailings were distributed to adjacent property owners on January 20th, which is 16 days prior to the hearing. At the conclusion of the Public Hearing, the following motion was made:

Motion by Trustee Collins to recommend to the Village Board the adoption of Ordinance O2016-02-01, an Ordinance to rezone a portion of Tax Key: V10_025500Y, as indicated in the ordinance exhibit, from A-1, Exclusive Agricultural District to A-2, General Agricultural District subject to the following Specific Condition of Approval:

- 1) The Village Board approve the proposed One-Lot Certified Survey Map.

Seconded by Commissioner Melzer; Motion carried 3-2.



VILLAGE OF RICHFIELD

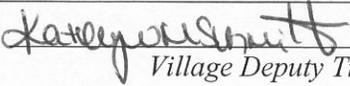
VILLAGE BOARD COMMUNICATION FORM

66

MEETING DATE: February 18, 2016

SUBJECT: Rezoning – Tax Key: V10_025500Y, Mr. Ed Stuesser from A-1 to A-2
 DATE SUBMITTED: February 10, 2016
 SUBMITTED BY: Jim Healy, Village Administrator

FISCAL IMPACT:

REVIEWED BY: 
 Village Deputy Treasurer

Initial Project Costs: N/A
 Future Ongoing Costs: N/A
 Physical Impact (on people/space): Rezoning of subject parcel
 Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. Class II Public Hearing Notice
2. Ordinance 2016-02-01, an Ordinance to rezone a portion of Tax Key: V10_025500Y from A-1 to A-2
3. Washington County GIS overview of subject property

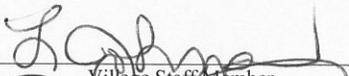
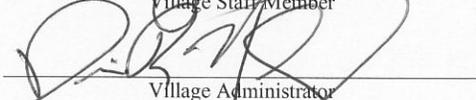
STAFF RECOMMENDATION:

Motion to approve Ordinance O2016-02-01, an Ordinance to rezone a portion of Tax Key: V10_025500Y, as indicated in the ordinance exhibit, from A-1, Exclusive Agricultural District to A-2, General Agricultural District subject to the following Specific Condition of Approval:

- 1) The Village Board approves the proposed One-Lot Certified Survey Map by the petitioner.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN


 Village Staff Member

 Village Administrator

Resolution No. _____
 Ordinance No. _____
 Approved _____
 Other _____

Continued To: _____
 Referred To: _____
 Denied _____
 File No. _____

(Class II Public Notice)
NOTICE OF PUBLIC HEARING
VILLAGE OF RICHFIELD
Thursday, February 4, 2016

PLEASE TAKE NOTICE:

Notice is hereby given pursuant to Section 19.84, Wis. Stats., and provisions of the Village of Richfield Code of Ordinances, that the Village of Richfield Plan Commission will conduct two (2) public hearings on Thursday, February 4, 2016 at 7:00 p.m. at the Village Hall, located at 4128 Hubertus Road, Hubertus, WI 53033 to consider the petitions by:

- 1) Mr. and Mrs. Edward Stuesser to rezone a portion of their property (12.204 acres) located at 3200 Pleasant Hill Road (Tax Key: V10-0255-00Y) from A1, Exclusive Agricultural District to A2, General Agricultural District.
- 2) Mr. and Mrs. Terry Heinemeier to allow for three (3) horses at 3810 Cora Lane (Tax Key: V10_0213005), pursuant to Sect. 70.241 of the Village's Zoning Code.

For information regarding this public hearing, please contact Jim Healy, Village Administrator at (262)-628-2260. A map showing the location of the subject property is available from the Village Clerk during normal business hours. All interested parties will be heard. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's Office at (262)-628-2260 with as much advance notice as possible.

Dated this January 17, 2016

Publication Dates:

January 21, 2016

January 28, 2016

Jim Healy
Village Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033
(262)-628-2260

STATE OF WISCONSIN VILLAGE OF RICHFIELD WASHINGTON COUNTY
ORDINANCE O2016-02-01

**AN ORDINANCE TO REZONE A PORTION OF A SUBJECT PARCEL OF LAND IN THE
VILLAGE OF RICHFIELD AND TO AMEND THE ZONING MAP OF THE VILLAGE OF
RICHFIELD PURSUANT TO SECTION 70.163 OF THE MUNICIPAL CODE**

WHEREAS, the property owner, Mr. and Mrs. Robert Stuesser, are acting as the petitioners to rezone the property generally located along the 3200 block of Pleasant Hill Road shown in Attachment 1, otherwise described by Tax Key: V10_025500Y from A-1, Exclusive Agricultural District to A-2, General Agricultural District; and

WHEREAS, the subject property contains 12.204 acres; and

WHEREAS, the rezoning petition has been submitted to the Village of Richfield Plan Commission for report and recommendation; and

WHEREAS, the required public notice of the public hearing has been provided consistent with Section 62.23 of the Wisconsin Statutes and the Village's zoning regulations; and

WHEREAS, the Plan Commission conducted a public hearing on February 4, 2016; and

WHEREAS, the Plan Commission has recommended to the Village Board that the rezoning change be made; and of the recommendation of the Plan Commission, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, having determined that the rezoning is substantially conforming to the Village's Comprehensive Plan, and having based its determination on the effect of granting of said rezoning on the health, safety, and welfare for the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved, as well as the impact on the surrounding properties as to the noise, dust, smoke, odor and others, has hereby determined that the rezoning will not violate the spirit or intent the zoning ordinance for the Village of Richfield, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of noise, dust, smoke odor or other similar factors and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the development is conducted pursuant to the following conditions and is in strict compliance with the same.

NOW, THEREFORE, the Village of Richfield Village Board, Washington County, Wisconsin ordains as follows:

Section 1. Zoning Map Change

The subject property is hereby rezoned as described above and depicted in Attachment 1, attached hereto, and the zoning map of the Village of Richfield is hereby amended to incorporate the zoning of the subject properties.

Section 2. Effective Date

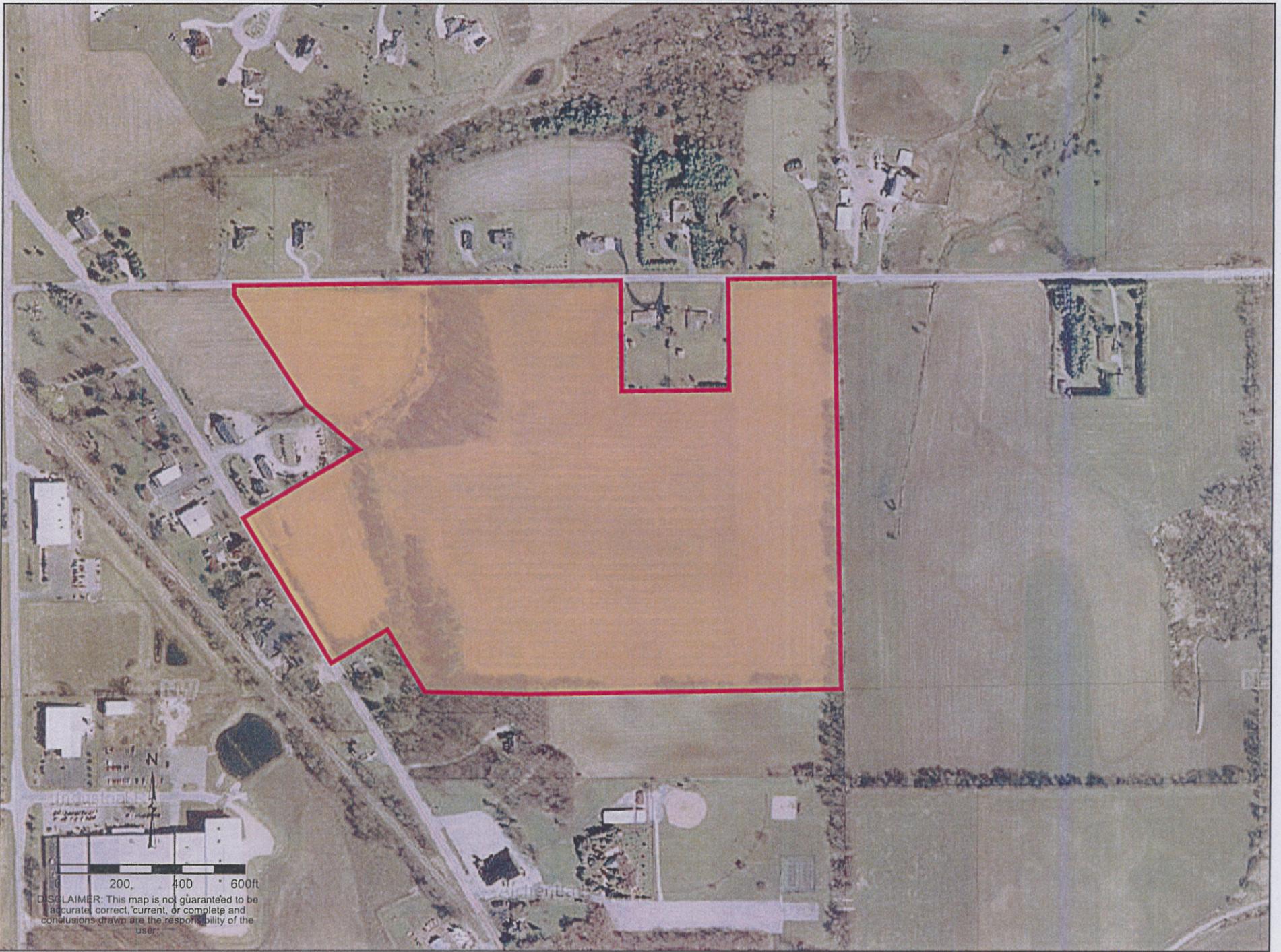
This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

Adopted this 18th day of February, 2016

Attest:

John Jeffords, Village President

Attest: Jim Healy, Village Administrator/Clerk



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

6 c



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6c

MEETING DATE: February 18, 2016

SUBJECT: Certified Survey Map (CSM) – Tax Key: V10_025500Y, Mr. Ed Stuesser
DATE SUBMITTED: February 10, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE APPROVAL OF THE PROPOSED ONE-LOT CSM?

ISSUE SUMMARY:

The petition before us tonight is being submitted by Mr. and Mrs. Ed Stuesser, for their property generally located on the eastern most portion of Pleasant Hill Road on the south side of the 3200 block (Tax Key: V10_025500Y). This agenda item is the “companion piece” to the proposed rezoning that is also being considered tonight. The petitioner has been working with Staff and the Plan Commission over the course of the last several months regarding the future development of his 47.98 ac parcel. Currently, the entire property is being farmed and is zoned A-1, Exclusive Agricultural District. It has access off of both STH 175 and Pleasant Hill Road.

The property owner is requesting the Village for a one-lot CSM to subdivide off 12.204 acres [(531,620 sqft) which would be rezoned to A-2, General Agricultural District]. Approximately 1.2 acres (~50,000sqft) of land is being dedicated to the Village for right-of-way purposes pursuant to Wisconsin State Statutes. This land, while relatively flat, does also have some unique property characteristics with the ‘navigable waterway’ on the property. The balance of the land is vacant farmland. If you should choose to accept the recommendation of the Plan Commission, the newly created Lot would no longer be divisible pursuant to our Village’s Zoning Code. The remaining acreage (35.776) is greater than the minimum requirement in the A-1 District of 35 acres and would have the potential to be divided one day should the property owner choose to do so.

On November 6th the Village Staff forwarded to the Village Engineer the proposed survey which was completed by Mr. Don Thoma, RLS. It was returned by the Village Engineer with no requests for changes. It was recommended for approval to the Plan Commission and Village Board, as drafted.

After the conclusion of deliberations by the Plan Commission on February 4th, the following motion was made:

Motion by Trustee Collins to recommend to the Village Board the approval of the certified survey map for Mr. and Mrs. Ed Stuesser for their property indicated by Tax Key: V10_025500Y, subject to the General Conditions of Approval listed below:

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; of for



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6c

MEETING DATE: February 18, 2016

SUBJECT: Certified Survey Map (CSM) – Tax Key: V10_025500Y, Mr. Ed Stuesser
DATE SUBMITTED: February 10, 2016
SUBMITTED BY: Jim Healy, Village Administrator

real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

Seconded by Vice-Chairman Berghammer; Motion carried 3-1-1; Commissioner Lalk voted to deny and Chairman Otto abstained from voting.

FISCAL IMPACT:

REVIEWED BY: Katey Schmitt
Village Deputy Treasurer

Initial Project Costs: N/A
Future Ongoing Costs: N/A
Physical Impact (on people/space): Creation of a 12.204ac parcel
Residual or Support/Overhead/Fringe Costs: N/A

ATTACHMENTS:

1. Certified Survey Map prepared by Don Thoma, with a revision date of August 13, 2015
2. Washington County GIS aerial overview of subject property



VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

6c

MEETING DATE: February 18, 2016

SUBJECT: Certified Survey Map (CSM) – Tax Key: V10_025500Y, Mr. Ed Stuesser

DATE SUBMITTED: February 10, 2016

SUBMITTED BY: Jim Healy, Village Administrator

STAFF RECOMMENDATION:

Motion to approve the certified survey map for Mr. and Mrs. Ed Stuesser for their property indicated by Tax Key: V10_025500Y, subject to the General and Specific Conditions of Approval listed below:

Specific Conditions of Approval:

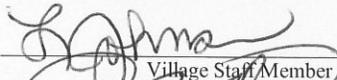
1. The Village Board approve of the proposed rezoning for the subject parcel.

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



Village Staff Member

Resolution No. _____
 Ordinance No. _____
 Approved _____
 Other _____

Continued To: _____
 Referred To: _____
 Denied _____
 File No. _____



Village Administrator

Washington County Certified Survey Map

Sheet 1 of 3

Part of the NE 1/4 and the NW 1/4 of the NW 1/4 of Section 12, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.

(r.a.) - means "recorded as"

● - indicates 1.3" od iron pipe found.

○ - indicates 1.3" od x 18" iron pipe weighing 1.68 lbs./ft. set.

Bearings are referenced to the Wisconsin State Plane Coordinate System Grid, South Zone.

The north line of the NW 1/4 of Sec. 12-9-19 has a grid bearing of N 89°14'08" E.

0 75 150 300

Scale in feet
1" = 150'

A-2 - Ag
(zoning subject to change)

Front min. - 65'

Side min. - 50'

Rear min. - 50'

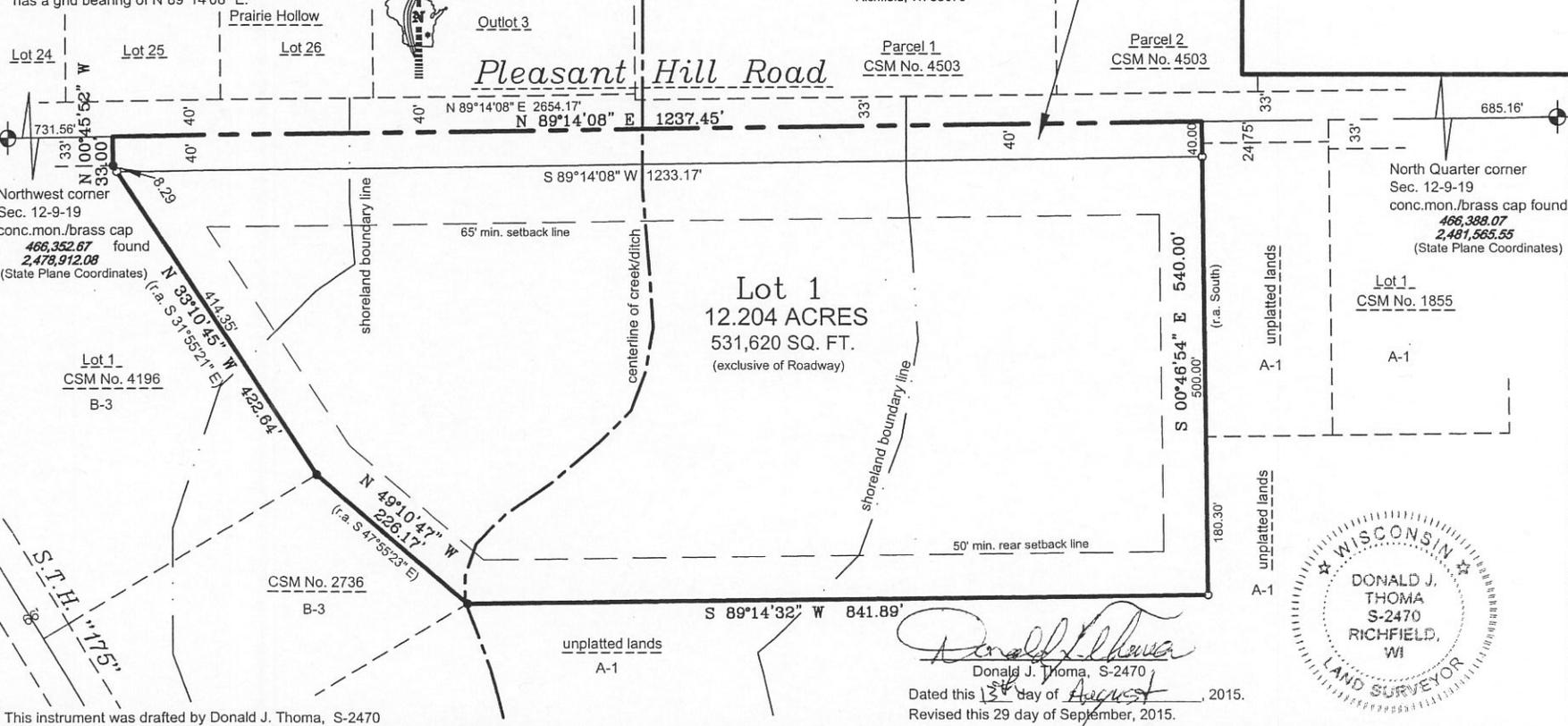
Owner/Subdivider

Edward R. & Burdella M. Stuesser Trust
3200 Pleasant Hill Road,
Richfield, WI 53076

Surveyor

Donald J. Thoma
Accurate Surveying
& Engineering LLP
2911 Wildlife Lane
Richfield, WI 53076

dedicated to the public
for road purposes
1.136 acres (49,489 sq.ft.)



This instrument was drafted by Donald J. Thoma, S-2470

Donald J. Thoma
Donald J. Thoma, S-2470

Dated this 13th day of August, 2015.
Revised this 29 day of September, 2015.



Washington County Certified Survey Map

Part of the NE 1/4 and the NW 1/4 of the NW 1/4 of Section 12, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.

Surveyor's Certificate:

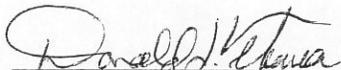
I, Donald J. Thoma, Professional Land Surveyor, hereby certify that by the direction of Robert Stuesser, I have surveyed, divided, and mapped the land shown and described hereon, being part of the NE 1/4 and the NW 1/4 of the NW 1/4 of Section 12, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin, which is bounded and described as follows:

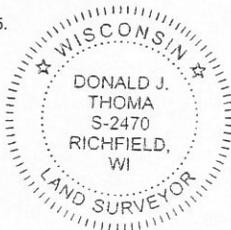
Commencing at the Northwest corner of said Section 12; thence N 89°14'08" E, along the north line of said NW 1/4, 731.56 feet, to the point of beginning of lands herein described; thence continuing N 89°14'08" E, along said north line of the NW 1/4, 1237.45 feet, to the intersection of the east line of lands described in Document No. 1183458 recorded in the Washington County Registry; thence S 00°46'54" E, along said west line, and its southerly extension, 540.00 feet; thence S 89°14'32" W, 841.89 feet, to the most easterly corner of Certified Survey Map No. 2736 as recorded in the Washington County Registry in Volume 15 of Certified Survey Maps on pages 135-136 as Document No. 475843; thence N 49°10'47" W, along the northeasterly line of said Certified Survey Map No. 2736, 226.17 feet; thence N 33°10'45" W, along the northeasterly line of Lot 1 of Certified Survey Map No. 4196 as recorded in the Washington County Registry in Volume 27 of Certified Survey Maps on pages 201-203 as Document No. 648587, 422.64 feet, to a point in the southerly right-of-way line of Pleasant Hill Road; thence N 00°45'52" W, 33.00 feet, to the point of beginning.

Containing 13.340 acres (581,109 square feet) more or less.

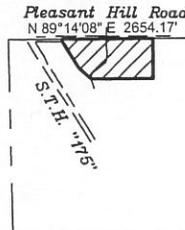
I further certify that I have fully complied with the provisions of sec. 236.34 of Wisconsin Statutes and the Village of Richfield Land Division Ordinance per Chapter 330 of the Village Code (subdivision regulations) in surveying, dividing, and mapping said land, and that this map is a correct representation of the exterior boundaries of the land surveyed and the division of said lands

Dated this 13th day of August, 2015.
Revised this 29 day of September, 2015.


Donald J. Thoma, S-2470



Location Sketch
NW 1/4 - Sec. 12-9-19
Scale: 1" = 2000'



Washington County Certified Survey Map

Part of the NE 1/4 and the NW 1/4 of the NW 1/4 of Section 12, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.

Owner's Certificate:

As owners, we hereby certify that we caused the land shown and described herein to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the following for approval:

Village of Richfield Plan Commission
Village of Richfield Village Board

Edward R. & Burdella M. Stuesser Trust

Edward R. Stuesser - Trustee

Burdella M. Stuesser - Trustee

STATE OF WISCONSIN)
WASHINGTON COUNTY)s.s

Personally came before me this ____ day of _____, 201__, the above named trustee is to me known to be the same person who executed the foregoing instrument and acknowledge the same.

(Notary Seal) _____, Notary Public, _____, Wisconsin.

My commission expires _____

Village of Richfield Village Plan Commission Approval:

This land division is hereby approved by the Village of Richfield Plan Commission

this ____ day of _____, 201__.

John Jeffords - Chairperson

Jim Healy - Village Administrator/Clerk

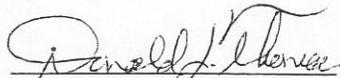
Village of Richfield Village Board Approval:

This land division is hereby approved and road dedication hereby accepted by the Village of Richfield

Village Board this ____ day of _____, 201__.

John Jeffords - Village President

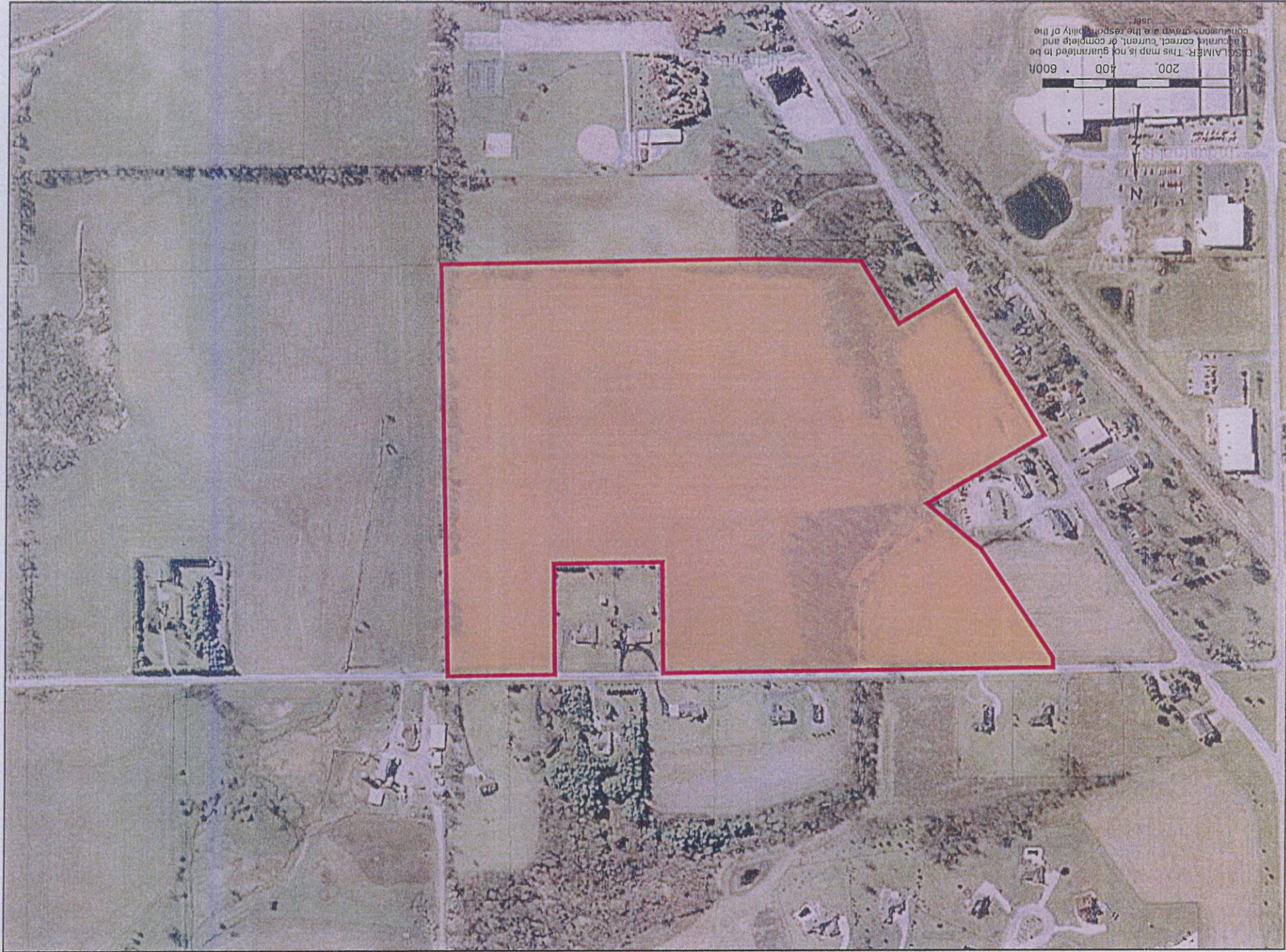
Jim Healy - Village Administrator/Clerk


Donald J. Thoma, S-2470

Dated this 13th day of August, 2015.
Revised this 29 day of September, 2015.



This instrument was drafted by Donald J. Thoma, S-2470



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

200 400 600ft

6 d



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

62

MEETING DATE: February 18, 2016

SUBJECT: Reflections Village – Letters of Credit
DATE SUBMITTED: February 10, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ELIMINATE THE LETTERS OF CREDIT FOR REFLECTIONS VILLAGE?

ISSUE SUMMARY:

Currently the Village has \$862,650 in Letter of Credit monies for the Reflections Village subdivision. The breakdown of what these Letters of Credit were created for are as follows:

- Asphalt Surface Course:** \$100,000
- Gate:** \$2,000
- Reservoir:** \$450,000
- Contingencies/Guarantee for Public Infrastructure:** \$160,650
- Capital Repairs for Septic and Wells:** \$150,000

The Village has been working with the Receiver as he works to close out his court-appointed relationship with the Reflections Village subdivision. As previously mentioned, the relationship the Village has had working with the Receiver and the Homeowners Association for Reflections Village has been positive. All three (3) parties have been working cooperatively over the last year with the bulk of responsibilities and tasks outlined by all parties either in process of being petitioned or already having been completed.

In exchange for the reductions in Letter of Credit monies for the roads and public infrastructure, the Receiver has agreed to write a check to the Village in the amount of approximately \$285,000. This predetermined amount of money was mutually agreed upon by the Village's Engineer and the Receiver's Engineer from R.A. Smith National for the purpose of fixing the roads in Reflections Village. It is then assumed that the Village will work with the subdivision HOA to finalize any outstanding issues regarding the construction of the subdivision's roads, likely to occur in 2017.

The largest Letter of Credit the Village holds is for \$450,000 for the purposes of constructing a "Reservoir" or more commonly referred to as a 'Deep Well'. This was a requirement of the Wisconsin DNR if the subdivision had more than 50 residential "hook ups" to one (1) water source. Given the fact that the previously platted Phase III for the subdivision has been sold off for agricultural land, Phase II is in the process of being rezoned to our more traditional, conservation subdivision, Rs-1b, and several parcels in the subdivision (Lots 2-6, Lots 56, 57, & 58) will be served by their own on-site private well, the need for the 'Deep Well' is thereby eliminated.

The \$2,000 for the "Access Gate" which likely would have been installed as a part of any expansion of the Walkable Hamlet District onto Phase II is a situation that will be remedied by a future developer. As a part of the CSM which separated off Phase III, deeded access to the Phase II "observation well" was granted. Any future development of Phase II will need to address the gated access in the form of a Developer's Agreement or through Deed Restrictions citing the memorialized CSM from 2015.

Prior to the Receiver taking over the subdivision, the previous Developer had not formed a Homeowners Association or Water Trust. Our understanding is that HOA dues and connection fees were not being appropriately saved for as a part of any on-going routine maintenance program to the private utility system. Since taking over, the Receiver has established budgets for the HOA and Water Trust and in doing so has amassed nearly \$20,000. Both the HOA and Water Trust have appointed homeowners who are currently responsible for the day-to-day administration of the same. It is the understanding of Staff that there are 13 lots currently left in Phase I that the Receiver is in possession of.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6d

MEETING DATE: February 18, 2016

SUBJECT: Reflections Village – Letters of Credit
DATE SUBMITTED: February 10, 2016
SUBMITTED BY: Jim Healy, Village Administrator

When land transfers occur for these lots, they will each be contributing into the reserves for future capital maintenance of the systems. The \$150,000 in Letter of Credit funds the Village has is in place for “capital repairs for septic and wells” is pursuant to the Residential Declaration of Restrictions the Board is set to ‘acknowledge’ tonight. According to that agreement, the Letter of Credit can dissolve when the HOA is in possession of funds equal to or greater than the operating expenses for both the private sewer and water utilities. At the time of this Communication Form, the Village Staff is still awaiting written confirmation from the Reflections Village HOA that in those aforementioned respects, they are financially solvent.

Lastly, when the Receiver took over the development he agreed to pay the previously outstanding professional charges the Village had assumed from working with Mr. Parchem and Ms. Caryl Parchem (~\$6,000). He has also made a subsequent pledge to pay for the Village’s Attorney fees from 2015 relating to his Receivership which total approximately \$15,000. The Receiver has also paid the Village \$1,250 for the processing of the various permits and petitions they have submitted to the Village over the course of the last month.

FISCAL IMPACT:

REVIEWED BY: *Karey Westcott*
Village Deputy Treasurer

Initial Project Costs: N/A
Future Ongoing Costs: Road maintenance
Physical Impact (on people/space): Variable
Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. Treasurer’s Report from January 2015

STAFF RECOMMENDATION:

Motion to authorize the Village’s Deputy Treasurer to release the Letters of Credit relating to Reflections Village upon the verbal satisfaction of the Village Attorney and upon receipt of a check from the Receiver to cover the Village’s professional fee expenses from 2015 and to repair the roads in the aforementioned subdivision.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

[Signature]
Village Staff Member
[Signature]
Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____



VILLAGE OF RICHFIELD
 Treasurer's Report for December 31, 2015

BANK ACCOUNT BALANCES

	Interest Rate	Beginning Balance November 30, 2015	Interest Earned	Ending Balance December 31, 2015
Landmark Checking Account	0.25%	\$ 541,150.58	\$ 309.63	\$ 2,091,403.58
LGIP General Fund	0.14%	\$ 738,013.55	\$ 121.47	\$ 738,135.02
LGIP Fire Impact Fees	0.14%	\$ 242,569.66	\$ 40.17	\$ 246,785.83
LGIP Park Impact Fees	0.14%	\$ 96,662.60	\$ 16.09	\$ 99,783.69
LGIP Tax Account	0.14%	\$ 0.05	\$ 321.22	\$ 11,000,321.27
FNB Entrepreneur Plus Account	0.05%	\$ 2,712.21	\$ 0.12	\$ 2,712.33
FNB Platinum MMD Account	0.15%	\$ 257,619.81	\$ 32.82	\$ 257,652.63
Bank Mutual MM Account	0.33%	\$ 251,512.69	\$ 83.31	\$ 251,596.00

CERTIFICATES OF DEPOSIT

	Purchase Date	Expiration Date	Interest Rates	Amount
First National Bank	October 31, 2015	April 30, 2017	0.55%	\$ 251,318.99
Bank Mutual	March 3, 2015	October 3, 2016	1.05%	\$ 253,583.55

** All CD's are fully FDIC insured**

LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES

	Purchase Date	Expiration Date	Amount
Reflections Richfield Investments LLC	March 11, 2014	March 16, 2016	\$ 712,650.00
Reflections Richfield Investments LLC	March 11, 2014	March 16, 2016	\$ 150,000.00
D&S Weyer No. II, LLC	June 23, 2015	August 31, 2016	\$ 59,800.00
NMMR Investments #1 LLC	October 1, 2015	October 1, 2016	\$ 11,765.00

PERMIT PERFORMANCE BOND

	Held Since	Expiration Date	Amount
T-Mobile Central LLC Wireless Communication Tower	March 11, 2014	N/A	\$ 25,000.00

6 e



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6e

MEETING DATE: February 18, 2016

SUBJECT: Reflections Village – Declaration of Restrictions [(Amendments) Acknowledgment]
DATE SUBMITTED: February 10, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: NONE.

ISSUE SUMMARY:

Over the last year, Village Staff and the Village Board has been working with a court-appointed Receiver who was authorized by the Waukesha County Circuit Court to manage the subdivision assets of Mr. Bob Parchem and Ms. Caryl Parchem, the developers of Reflections Village. A “Receivership” is a type of corporate bankruptcy in which a “Receiver” is appointed to run a company, in this case the limited liability company set up for Reflections Village (Reflections Richfield Investments, LLC). In most cases, the receiver is given ultimate decision-making powers and has full discretion in deciding how the received assets will be managed. The primary responsibility of the receiver is to recoup as much of the unpaid loans as possible and reduce liability exposure for the primary credit holders.

As a part of this on-going discussion with the Receiver and the Reflections Village HOA, several discussions have been taking place amongst homeowners and the Village regarding what this subdivision will “be” and how it will look when the Receivership ends. Suffice it to say, the “New Urbanism” idea that once was Reflections Village, with viable commercial properties, a community band shell, and clubhouse is no more. However, what remains Staff believes is still a comparable subdivision to any other new residential development in the Village with considerable open space, walking paths, and high-quality, single-family housing stock.

The Receiver has been steadfast and committed to working with both the Village and the subdivision HOA to finalize any outstanding ‘punch list’ of items before the Receivership ends at the end of March. The result of which will culminate in a second court order filed in Waukesha County Circuit Court. Although, all three (3) Declaration of Restrictions require Village Board approval for amendment, the Receiver has indicated to Staff he will be seeking these changes without our approval through the Court and then filing a proper amendment with the Washington County Register of Deeds.

The Receiver is asking the court to make revisions to the following documents, which are attached. Below is a summation of the proposed changes:

- Residential Declaration of Restrictions for Reflections Village
- Commercial Declaration of Restrictions for Reflections Village and Other Lands
- Declaration of Water Trust

Residential Declaration of Restrictions for Reflections Village

- **Pg. 4 of 28:** Removing a portion of text which talks about period specific homes.
- **Pg. 7 of 28:** Removing text related to the “Access Gate” on Outlot 3
- **Pg. 11 of 28:** Removing of text allowing signage for the original “Live/Work Lots”, (Lots 2-7, 56 & 56)
- **Pg, 16 of 28:** Elimination of ‘expansion rights’ for Reflections Village; Making note that Lots 2-6, 56, 67 & 58 will be serviced by individual wells.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6e

MEETING DATE: February 18, 2016

SUBJECT: Reflections Village – Declaration of Restrictions [(Amendments) Acknowledgment]
DATE SUBMITTED: February 10, 2016
SUBMITTED BY: Jim Healy, Village Administrator

- **Pg. 17 of 28:** Those Lots previously mentioned will not be connecting to the water system and are exempt from paying the \$900 to establish a reserve for future repair of water supply system; Lots 57 and 58 will not be connecting to the sewage system, they will be on a private mound system of another County-approved septic.
- **Pg. 19 of 28:** Eliminating the Letter of Credit requirement for the Developer for \$150,000 for the water supply system and sewage system.
- **Pg. 21 of 28:** There are no expansion rights for the subdivision beyond what will be platted as Phase I.
- **Pg. 22 of 28:** There are no expansion rights for the subdivision beyond what will be platted as Phase I (con't from Pg. 21) and the concept of "Live/Work Lots" are eliminated.

Commercial Declaration of Restrictions for Reflections Village and Other Lands

- **Pg. 3 of 21:** The Architectural Control Committee shall consist of one member, Landmark Credit Union.
- **Pg. 4 of 21:** Removing a portion of text which talks about period specific commercial building design.
- **Pg. 12 of 21:** Listing Landmark Credit Union as the sole member of the "Board of Directors" who shall bear the sole responsibility of maintaining the affairs of the "Commercial Area".
- **Pg. 17 of 21:** There are no commercial expansion rights in Reflections Village.

Declaration of Water Trust

- **Pg. 1, First "Whereas":** Outlot 12 (the vacant, remnant parcel) is no longer part of the agreement.
- **Pg. 2-3 "Now therefore":** Lots 2, 3, 4, 5, 6, 56, 57, and 58 are no longer party to the agreement
- **Pg. 4, Section 3:** Lots 2, 3, 4, 5, 6, 56, 57, and 58 are no longer party to the agreement
- **Pg. 4, Section 5:** Connection fee schedule has change – the only cost is \$900 per lot for maintenance, repairs, and the like.
- **Pg. 7, Section 10.** The requirement to install the second monitoring well has been removed.

FISCAL IMPACT:

REVIEWED BY: Karyn Smith
Village Deputy Treasurer

Initial Project Costs: N/A

Future Ongoing Costs: N/A

Physical Impact (on people/space): Amendment for Declaration of Restrictions, Reflections Village Subdivision

Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. Residential Declaration of Restrictions for Reflections Village (Redlined)
2. Commercial Declaration of Restrictions for Reflections Village and Other Lands (Redlined)
3. Declaration of Water Trust (Redlined)



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6e

MEETING DATE: February 18, 2016

SUBJECT: Reflections Village – Declaration of Restrictions [(Amendments) Acknowledgment]
DATE SUBMITTED: February 10, 2016
SUBMITTED BY: Jim Healy, Village Administrator

STAFF RECOMMENDATION:

N/A

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Village Staff Member

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

Village Administrator

#14

1245731



Residential Declaration of
Restrictions for
Reflections Village

March 22, 2010 11:30 AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

DOCUMENT TITLE

Fee Amount: \$67.00

DOCUMENT NO.

RECORDING AREA

67-2A

NAME AND RETURN ADDRESS

George B. Erwin, III
2300 North Mayfair Road
Suite 1175
Milwaukee, WI 53226

ALL OF V10-0351;

PT OF V10-354-00D; V10-0368-00Z;

Parcel Identification Number AND V10-0355

Deadline FOR REVIEW

by CIVILITE & VILLAGE

1/18/2016

Return to:

RESIDENTIAL DECLARATION OF RESTRICTIONS
FOR
REFLECTIONS VILLAGE

This Declaration of Restrictions ("Declaration") is made this 17th day of March, 2010 by Reflections Richfield Investments, LLC, hereinafter the "Developer".

WHEREAS, Developer is the owner of the property commonly known as the Reflections Village Subdivision, in the Village of Richfield, Washington County, Wisconsin, more particularly described on the attached Exhibit A ("Residential Area"); and

WHEREAS, Developer desires to subject the Residential Area in said Reflections Village Subdivision to the conditions, restrictions, covenants, reservations, and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, shall be held, sold, conveyed, transferred, used, and improved only subject to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth which shall inure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A.

The terms "Reflections Village", "Reflections Village development" and "subdivision", as used in this Declaration, are defined as the property described on the attached Exhibit A.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

The terms "Common Outlot" and "common area" shall be deemed to include any outlot held in undivided fractional ownership by individual Lot Owners, and any signage and/or landscaping easement established for the common benefit of Lot Owners. Each such common area shall be deemed to be owned by the Lot Owners in undivided fractional ownership, notwithstanding the fact that other ownership or rights in such common area are otherwise recited in any subdivision plat, certified survey map and/or subdivision development approval for Lot Owners of the subdivision.

The term "Owner's Association" or "Association" as used herein shall have the meaning provided in Section 34 of this Declaration.

2. GENERAL PURPOSE

The general purpose of these restrictions is to ensure that Reflections Village will become and remain an attractive, high quality, residential community and, to that end, preserve and maintain the natural beauty, ensure the best use and the most appropriate development and improvement of building sites within the property, protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property, guard against and prevent the erection of poorly designed or proportioned structures on any part of the property, obtain harmonious use of materials and color schemes in improvements, ensure the highest and best residential quality of the property, encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites, secure and maintain proper spatial relationships of structures to other structures and lot lines, and generally ensure the highest and best residential development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Reflections Village Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as the developer owns a lot in the subdivision; thereafter, the Board of Directors of the Owner's Association created in accordance with Section 34 shall appoint members to serve as the Committee, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any vacant Lot in the subdivision, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by any one or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery or by First Class U.S. Mail addressed to the last known owner and address as shown on the tax roll.

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, playground equipment, light post, landscaping, or other structure or improvement shall be constructed, erected, placed, or altered on any Lot in Reflections Village subdivision without the approval of the Committee, which approval shall be required before the Lot Owner may submit a permit application to the Village of Richfield for such undertaking. For any undertaking requiring approval of the Committee, three sets of plans [including building construction plans (with roof, siding and trim colors), site plans, and landscaping plans] shall be submitted to the Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Committee to the Lot Owner as evidence of such approval. Any minor changes or revisions required by the Committee may be noted as exceptions to approval on the plans and detailed in a letter to the Lot Owner. The Committee may also require that the owner's agent make changes to the plans before approval is given. Once the Committee's approval has been given the plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved by the Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

NOTE: ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED, OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. Neither the Committee nor the Developer is expected to have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. Neither the Committee nor the Developer shall have liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. If approved plans violate applicable zoning or building codes, or fail to properly handle drainage, the Lot Owner is solely responsible for recognizing the error, and making appropriate corrections to the plans. The corrected plans must be resubmitted to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

Except as provided in Section 40 of this Declaration, all Lots shall be used for residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect or equally qualified individual

or firm and have as the objective a traditional design ~~which features design details of homes typically built from the 1890's through the 1940's~~ ("Design Goal"). The Committee has the right to request exterior plan modifications to meet this criteria.

The architectural control provisions set forth herein are specifically intended to create and preserve a compatibility of architectural styles among the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Committee may evaluate and approve the use of a particular architectural style of home on any given Lot in the subdivision notwithstanding the above Design Goal. In making that evaluation the Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity to the proposed residence. The Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any Lot in the subdivision, and reserve the use of said design for said Lot, prior to receiving the actual plans as required pursuant to Section 5 above. Any such conceptual approval and/or reservation may be rescinded by the Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as required pursuant to Section 5 above prior to the expiration of said notice period, and/or if the Committee rejects the plans so submitted.

The exterior siding of all dwellings shall consist of natural wood siding, natural stone, structural or thin-cut face brick, cultured stone, and/or stucco. The use of cement board, plank or fish-scale, type siding, LP Smart siding and an efis system (Dryvit) will be permitted provided they are used with wood or composite corner boards. Further, the Committee, in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood, and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of dwellings in the subdivision. In no event shall any dwelling be sided with metal or vinyl siding; however, aluminum may be used on fascia and soffit.

No exposed poured concrete or concrete block or any other type of structural material over eight (8) inches above grade shall be permitted on any house. Where block or concrete or any other type of structural material would otherwise be exposed, it must be covered by brick, stone, efis system or siding.

The roofing of all dwellings shall consist of fully dimensional shingles that have a minimum life of 30 years. Conventional asphalt shingles shall not be permitted. The Committee, in its sole discretion, may permit or prohibit the use of other types of roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Control Committee may, in their sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry, metal and/or copper. The main portion of the roof shall have a minimum pitch of 8/12 for a two-story and 10/12 for a ranch style. The forgoing notwithstanding, another pitch may be approved by the Committee if appropriate architecturally. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted or denied at the sole discretion of the Committee.

Double-hung and casement windows are required when appropriate. All windows must be wrapped on all four sides. If windows are surrounded by brick, a soldier course or other pattern may be used in lieu of traditional wrap. If grids are used, they must be on all four sides. If

shutters are used, they must be on all windows where appropriate for the window design and if space allows. Windows with shutters need only be wrapped on the top and bottom of the window.

No exterior walls shall have twenty feet (20') or more of continuous wall without a door or window on any floor with an exposed elevation. If architectural insets are used they must be wrapped and shuttered the same as windows on the rest of the house. The Committee retains the right to require additional architectural detail.

Direct vent fireplaces are permitted. If there is an exterior fireplace chimney, all fireplace chimneys shall be brick, stone, cultured stone or masonry faced with stucco or efis system (Dryvit) regardless if the fireplace is on an exterior or interior wall. All chimneys must extend from grade to the roof line.

All homes shall include an attached garage with a minimum area of four hundred (400) square feet and maximum area of nine hundred (900) square feet. Detached garages are not allowed. The Committee, at its sole discretion, may prohibit any attached garage that has an exterior appearance of having a capacity of more than 3 cars. Designer carriage-style garage doors are preferred on all homes. All garage doors shall be equipped with automatic garage door openers for all overhead doors. All homes must have attached garages.

All identifying house numbers must be placed on the garage wall facing the street regardless if the garage is front or side entry. All numbers are to be a minimum of 3 inches in height.

All exterior colors on the home, garage, outbuilding or accessory building must be approved by the Committee.

All porch decking material must be maintenance free.

A maximum of one (1) accessory structure with a maximum area of one hundred fifty (150) square feet may be allowed on a Lot. The maximum roof pitch allowed is 12/12. The attached garage shall not be considered an accessory structure. No garage doors are allowing on accessory buildings. All accessory structures must be approved as to design and location by the Committee. The design and exterior must match that of the home. Subject to the limitations contained herein, other types of accessory structures, such as gazebos, pool equipment and/or changing room facilities, etc. may be allowed, provided they are approved, as to design, size, location and landscaping, by the Committee. No accessory structure shall be constructed on any Lot prior to the commencement of construction of the single-family residence on such Lot. All Lot Owners are further advised that accessory structure construction is also subject to applicable zoning ordinances, and may be prohibited or restricted by the Village of Richfield unless a variance or conditional use permit is obtained.

7. MINIMUM SQUARE FOOTAGE AND NUMBER OF BEDROOM REQUIREMENTS

Less than one-third acre:

- i. One-story houses shall have a minimum square footage of living space of not less than 1,300 square feet.

- ii. One and one-half story houses shall have a minimum square footage of living space of not less than 1,700 square feet total, or not less than 900 square feet of living space on the first floor.
- iii. Two-story houses shall have a minimum square footage of living space of not less than 1,700 square feet total, with not less than 900 square feet on the first floor.
- iv. Split level or Bi-Level houses are not allowed.

One-third acre or more:

- i. One-story houses shall have a minimum square footage of living space of not less than 1,500 square feet.
- ii. One and one-half story houses shall have a minimum square footage of living space of not less than 1,700 square feet total, or not less than 900 square feet of living space on the first floor.
- iii. Two-story houses shall have a minimum square footage of living space of not less than 1,700 square feet total, with not less than 900 square feet on the first floor.
- iv. Split level or Bi-Level houses are not allowed.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sunrooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions.

The number of bedrooms allowed on any individual lot is pre-determined as shown in the attached Exhibit B.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any Lot the driveway shall be rough graded and graveled in a horizontal location and with a vertical alignment as approved by the Committee. All access to and from the home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site and sanitary fields.

Any exterior construction commenced shall be completed and ready for occupancy within one-year from the date which construction is commenced. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with Section 20 below as approved by the Committee.

During the time of construction the Lot Owner shall be responsible for maintaining the integrity of the site and surrounding areas. Lot Owners shall make certain that their contractors maintain a daily cleanup of all scraps, paper or other waste materials, as well as all dirt and mud tracked onto public streets, and that all access to the site is through the approved driveway, and by no other means or way. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage

facilities on the Lot, occurring prior to completion of construction per Village Code. If the owner or their contractor fail to maintain the site and surrounding areas in this manner, the Developer or the Owners' Association shall have the right, but not the obligation, to perform the necessary cleanup and/or make the necessary repairs and to charge the Construction Deposit and/or obtain reimbursement for the expense incurred by the Developer or Owners' Association, as set forth in Section 31 below. The Developer, Lot Owners, and the Owner's Association, as the case may be, hereby grant to the Village, a temporary construction easement and the right (but not the responsibility) to enter upon a Lot in order to inspect, repair, or restore the right-of-way to its intended purpose if the Lot Owner fails to perform its maintenance obligations required herein after at least fifteen (15) days prior written notice from the Village. The cost the Village incurred in connection therewith (including, but not limited to, actual attorney's fees) shall be charged to the Lot Owner by the Village at its discretion. The Village may add to each Lot Owner's real estate tax statement, a charge equal to such corrective costs and expenses. Nothing in this paragraph shall be construed to obligate the Village to discharge the duties of a responsible party.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site.

9. INTENTIONALLY OMITTED

10. ~~ACCESS GATE ON OUTLOT 3.~~

Intentionally Omitted

~~The Access Gate on Outlot 3 is intended to restrict physical access to Outlot 2 and 3. It shall not be used for public ingress or egress and shall be limited to use by utility contractors for installing, maintaining, repairing, and replacing electric and utility components and by the Owner's Association for the care and maintenance of sewer systems that may hereafter be installed. The Owner's Association shall be responsible for the care and maintenance of the Access Gate and the replacement of such gate should it no longer restrict physical access as intended and such costs shall be a common expense included in General Assessments.~~

11. BUILDING SETBACKS

One of the intentions of these covenants and restrictions is to create a community whose site plan is varied and well integrated to the overall site surroundings as well as to each Lot.

The minimum residential building setbacks and offsets are:

- 15 feet from all street property lines,
- 12 feet 6 inches from all side property lines,
- 25 feet from all rear property lines, and
- 25 feet from front streets for forward facing garages.

The minimum building setbacks and offsets for accessory structures are:

- 25 feet from front street property line,
- 12 feet 6 inches from all side property lines, and
- 15 feet from the closer of the rear property line or edge of pedestrian path.

MAXIMUM BUILDING HEIGHT 35 feet (per Village zoning ordinance)

MAXIMUM ACCESSORY BUILDING HEIGHT 25 feet

All accessory structures must be a minimum of 5 feet from a residence and approved as to location by the Committee.

12. DRIVEWAYS AND WALKS

Each Lot Owner shall install a hard surfaced concrete or asphalt driveway, within one year of the date of issuance of an occupancy permit for the residence on the Lot. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street. The minimum paved surface side yard setback is one (1) foot. Off-street parking shall consist of a minimum of four per lot, two of which must be covered.

All walks within the lots must be hard surfaced such as concrete, asphalt, brick, flagstone, or comparable materials.

13. HOME CONSTRUCTION ON LOT

Committee approval for each proposed home shall constitute approval of the home in regard to style, size, and other requirements of these Deed Restrictions, including placement of the home and setbacks. Committee approval does not guarantee any grading elevation, floor elevation, or placement of a future home on said lot. Lot Owners are solely responsible for determining that Owner's Lot is suitable for the home, placement of the home, and requisite grading for the home of Owner's choice.

14. HEIGHT OF GRADE AND BUILDING PADS

No Lot Owner, or any person or persons claiming under the Lot Owner, shall alter the grade of any Lot or outlot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Developer in excess of six (6) inches, except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by the Village Engineer on file in the office of the Village Clerk, unless and until the Lot Owner first obtains written approval of the Village Engineer for such grade alterations. No Lot Owner shall make or cause any alterations to grades which alter or obstruct drainage patterns represented on the Master Grading Plan without the prior approval of the Village Engineer.

Each Lot Owner shall strictly adhere to the Master Lot Grading Plan or any amendment thereto approved by the Village Engineer on file in the office of the Village Clerk, and shall finish grade its Lot in accordance with said Plan and amendments. The Developer and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, to inspect, maintain, or correct any drainage condition which does not conform to these requirements, and the property owner shall be responsible for cost of the same.

15. NUISANCES

No noxious or offensive activities shall be carried on upon any Lot or outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

16. OUTDOOR STORAGE

No watercraft, unlicensed vehicle, inoperable vehicle, recreational vehicle, vehicle licensed as a truck, or trailer of any kind may be parked or stored on any Lot outside of a building for any time period in excess of 24 hours in any calendar week, except for trucks and/or trailers used during construction or remodeling periods. The term "recreational vehicle" shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not be limited to, snowmobiles, trail bikes, travel trailers and campers, motor homes, and off road vehicles of any kind.

17. UTILITY RESTRICTIONS

All Lots shall be provided with electric, natural gas, Internet, cable television and telephone service by means of underground installation only. No residence or other building or structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies' secondary pedestals and the buildings on any Lots shall be paid by the owner of said Lot.

18. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats and/or other customary household pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes.

19. RECREATIONAL EQUIPMENT

Basketball backboards are permitted on residential Lots only when a transparent backboard is used and the driveway serves as the "basketball court". Erecting tennis courts, football fields, hockey or soccer fields on residential Lots with installed fixtures is prohibited.

20. LAWN, YARD AND LANDSCAPING MAINTENANCE

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the lawn areas between the Lot line and the road, Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the lawn areas between the front Lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense.

Developer shall initially landscape the common areas of the subdivision, pedestrian paths and areas between the front Lot line and the road with trees, plantings, grass areas, ponds, signs, fences and brick/stone/wood piers or other ornamentation, at Developer's expense in accordance with a landscaping plan approved by the Village of Richfield. Upon the completion of such landscaping Lot Owners and/or the Owner's Association shall become responsible for the maintenance of such landscaping, and the Developer shall have no further responsibility to the Lot Owners and/or the Owner's Association as to the growth, survival or maintenance of such landscaping.

If a Lot Owner elects or is otherwise required by the Village of Richfield and/or the Owner's Association to install additional landscaping and/or fencing within a pathway easement, such landscaping and/or fencing must be installed in a manner consistent with the Residential Site, Building and Operations Plan (SBOP) applicable to this development as approved by the Village of Richfield.

At a minimum, Lot Owners' landscaping must meet or exceed the requirements of the Village of Richfield and shall include two (2) canopy/shade tree (2.5 in caliper) and foundation plantings located along the elevations of all buildings facing a public street and /or path and sodded or seeded lawns on all four (4) sides of all buildings. The landscaping shall be installed within twelve (12) months following issuance of an occupancy permit or within two years of the commencement of construction, whichever date shall be shorter. Said trees should be hardy, low maintenance, disease resistant, native species classified as in the Village ordinance.

21. ANTENNAE

No exterior antennae, other than one dish type antenna not exceeding forty (40) inches in diameter, shall be allowed on any Lot. With respect to dish antennas, same is to be installed on one of the four sides of the home and may not be placed on the roof.

22. FENCES

It is the intention to preserve the open natural feeling of Reflections Village subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line. Subject to the approval of the Committee, only that fencing which is purely of a decorative or landscaping nature, as determined in the sole discretion of the Committee, may be installed. Placement of such fences is subject to the requirements set forth in the Site, Building and Operations Plan. Fencing to meet governmental regulations with regard to swimming pools will be permitted. Properly designed and located kennels not exceeding 150 square feet in size for household pets will be approved providing they are properly screened from public view by landscaping.

23. MAILBOX

Each Lot shall have a uniform mailbox and newspaper box on a uniform post, which shall be installed by the Owner at the Lot Owner's expense at a location determined by the United States Postal Service. The design and specifications of the mailbox, newspaper box and post, including size, style, color and materials shall be such as is determined by the Committee, so that all mailboxes, newspaper boxes and posts have a uniform appearance throughout the subdivision. Purchasers of Lots from the Developer shall purchase the mailbox and mailbox post from the Developer at time of closing. If the Postal Service requires the use of grouped mailboxes, Developer shall have the right to elect to install the mailboxes, newspaper boxes and posts, and to collect from Lot Owners, at closing on the lot sale, a reasonable charge for installing same. The Owner's Association shall have the right, but not the responsibility, to assume all or part of the responsibility for maintaining, repairing and/or replacing mailboxes, newspaper boxes and/or posts, and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the Lot Owner shall be responsible for maintaining the mailbox, newspaper box and

post in a first class condition, comparable to its appearance and style at time of installation, at all times.

24. EASEMENTS

The Developer, in its sole discretion may grant easements to the Village of Richfield, the Owners Association, and/or to any public or private utilities, upon, over, through or across those portions of any Lot or any other portions of the subdivision for purposes of allowing the Village of Richfield, or Owners Association, or utility companies to furnish gas, electric, water, sewer, cable television, internet, or other utility service, to facilitate drainage of storm or surface water within or through to any Lot(s) or through any other portions of the subdivision, and to provide pedestrian access through the development along paved or wood-chipped pedestrian paths. Such easements may be granted by the Developer in its own name, and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the subdivision to persons other than a successor developer.

25. SWIMMING POOLS AND HOT TUBS

In-ground swimming pools shall be permitted, subject to the approval of the Committee, if they meet Village and county ordinances and specifications. All pools shall require the proper landscaping, screening, and fencing as determined by the Committee. Hot tubs and spas are permitted. Committee approval is required for permanently installed units. If a unit is placed on a concrete slab, the slab requires approval. If a unit is to be covered with a gazebo type structure, the gazebo type structure requires approval, regardless of whether or not that structure is permanently affixed to the ground. Above-ground pool are not allowed.

26. SIGNS

All signage must comply with the ordinance for the Village of Richfield. In addition, no signs shall be placed in the common areas of the Association without the permission of the Association.

Except for the Developer and or its assigns relating to the marketing of the subdivision or any homes therein, no sign or banner of any kind shall be placed or displayed to public view on any lot, except: one sign of not more than six square feet advertising the property for sales; and one standard sign (showing the lots owner's name) as may be approved by the developer for uniform use in terms of size, design, appearance and location for each lot in the subdivisions. ~~However, Live/Work Lots 2, 3, 4, 5, 6, 7, 55 and 56 are allowed two such signs; one facing the street and another facing the commercial area.~~

Special event signage for birthdays, anniversaries, picnics, etc. are permitted as allowed by the Village ordinances so long as such temporary signage is removed within 24 hours of promoted event concluding.

No signage is to be obscene, slanderous or disrespectful.

27. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to the Site, Building and Operations Plan (SBOP) applicable to this development and on file with the Village of Richfield and all rules, codes, regulations and ordinances of the Village of Richfield, Washington County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any applicable Village, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Committee to modify in any way, the rules, codes, regulations and ordinances of the Village of Richfield, Washington County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the subdivision plat, the Developer's Agreement, and/or any approval obtained in conjunction with the development of this subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other Lot Owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

28. DEVELOPMENT AGREEMENT

A Development Agreement was entered into by and between the Developer and the Village of Richfield on September 18, 2008. A copy of the Development Agreement, and any amendment thereto, is on file in the office of the Clerk of the Village of Richfield.

29. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended at any time – subject to: (1) the prior written approval of the Village Board; and (2) a written declaration setting forth said change, executed (i) solely by the Developer until such time as Developer (including any successor Developer) conveys the last Lot in Reflections Village to a Lot Owner other than an assignee of or successor in interest to the Developer; or thereafter, (ii) by the owners of at least sixty percent (60%) of the Lots in the subdivision,. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Washington County, Wisconsin. In the event there is more than one (1) owner of any Lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Washington County,

Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Developer alone.

30. ASSIGNMENT

All of Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

31. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, the Village, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer, the Owner's Association, and/or the Village of Richfield undertake any enforcement action.

32. TERM

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats, but including any future amendments, modifications or re-numbering of that section).

33. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

34. OWNER'S ASSOCIATION

A Residential Owner's Association shall be created by the Developer for the purpose of managing the affairs of the subdivision, and for the purpose of managing, controlling and maintaining common areas, common improvements, and common easements. Said Association shall be established as follows:

- A. The Association shall be established as a non-profit corporation. Each Lot Owner shall be a member of the Association, and each Lot shall be

entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot.

B. The Association shall be governed by a Board of Directors consisting of not less than three (3) directors, who shall act by majority vote. So long as any vacant Lot in the subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each Lot in the subdivision shall be subject to assessment by the Association for an equal share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and, except as set forth below with respect to Washington County and/or the Village of Richfield, the personal obligation of the Lot Owners, until paid. In the event Washington County and/or the Village of Richfield become the owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the Village with respect to fees or assessments imposed by this Declaration. Further, in the event Washington County and/or the Village of Richfield become the owners of any Lot through the tax delinquency process, neither the County nor the Village shall have any personal obligation for the payment of Association assessments.

D. "Special Assessments" may be made and levied by the Association against a particular Lot owner and his, her or their Lot (without levying against other Lots) for:

(i) costs and expenses (anticipated or incurred) for repair of damage to common areas caused by or at the direction of the Lot owner or the family or guests of the Lot owner;

(ii) costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or proceeding to enforce this Declaration against the Lot owner;

(iii) interest due on general or special assessments;

(iv) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration; and

(v) costs, expenses and actual attorney's fees incurred in or in anticipation of, any suit, action or proceeding brought against the Owner's Association.

E. "General Assessments" may be made and levied by the Association equally against each Lot owner and his, her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

(i) maintenance, repairs, upkeep or operation of common areas and any additional common areas that may be acquired by the Association;

(ii) any insurance maintained by the Association;

(iii) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

(iv) all costs and expenses for the operation and administration of the Association, including legal, accounting, management fees, bonding, insurance and other costs incident to the exercise of any of its powers or obligations;

(v) costs and expenses for additional improvements to common areas beyond those installed by Developer and approved by the Association;

(vi) all items subject to special assessment which have not been collected from a Lot owner at the time such payments are due; provided that upon collection of the special assessment from that Lot owner, all other Lot owners shall receive an appropriate adjustment, reimbursement or credit on future general assessments, as the Committee may determine, for payments made under this section;

(vii) all damages, costs, expenses and attorneys fees incurred in, or in anticipation of, any suit or proceedings (whether administrative, legislative, judicial) which are not otherwise collected by special assessment;

(viii) costs and expenses of service, if any, made available to all Lots and/or for any common area; and

(ix) all other costs and expenses declared to be common expenses under this Declaration.

The general assessments for all common expenses shall be levied equally against each Lot.

Each Lot owner shall promptly pay, when due, all general and special assessments levied by the Association against such owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum or in installments with or without interest.) Time is of the essence with respect to all payments.

All co-owners of a Lot shall be jointly and severally liable for all general and special assessments levied against the Lot, regardless of the type of tenancy, estate

or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise.)

All general and special assessments, until paid, together with interest and actual costs of collection, constitute a lien for the benefit of the Association on the Lots on which they are assessed. Such lien shall be subordinate and junior only to the first mortgage lien of any financial institution arising at the time of purchase of the respective Lot. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board, in the name of the Association, may file lien(s) therefor and bring suit for and on behalf of the Association, as representation of any members, to enforce collection of such delinquencies to or foreclose the lien therefor, as provided by law, including Section 779.70 of the Wisconsin Statutes, and the protective covenants, and there shall be added to the amount due (1) a \$50 late fee; (2) an additional \$15 late fee per day until the outstanding charges and assessments have been paid in full; and (3) the costs of collection and interest at eighteen percent (18%) per annum, together with actual attorney's fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a Lot against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

The lien granted hereunder shall also cover and include all interest accruing on the delinquent assessments, plus costs, expenses and attorney's fees for collection.

The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments levied by the Association. They shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage.) The Association shall have the right at any time to notify all Lot owners within the subdivision of the delinquency of any Lot owners.

F. The Articles and By-Laws of the Association shall contain such additional provisions as Developer may deem appropriate at the time of establishment of the Association.

~~G. In the event any further division of any Lot (whether by Subdivision Plat, Certified Survey Map, and/or other legal land division) creates additional residential Lots within the subdivision, each Lot so created shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses, with all other Lots in the Subdivision.~~ *No Expansion*

35. WATER SYSTEM. Reflections Village shall be served by a communal private water utility district governed pursuant to a Declaration of Water Trust, which has been recorded in the office of the Register of Deeds for Washington County, Wisconsin. All residential Lots must connect to, receive service from, and will be subject to the rules and regulations of the Water Trust.

*EXCEPT FOR LOTS 2, 3, 4, 5, 6, 56, 57 & 58.
LOT EXCEPTION LOTS SHALL BE SERVICED*

by Individual Well on Each Lot.

As provided in the Water Trust, at the time a Lot is purchased from the Developer, the Lot Owner shall ~~pay the Developer a one-time Connection Fee of \$2,000.00 per Lot to reimburse the Developer for the cost of developing and installing the water supply system.~~ Lot Owners shall also pay a connection fee of \$900.00 per Lot to the Water Trust to establish a reserve for the future repair, replacement and maintenance of the water supply system. *EXCEPT FOR LOTS 2, 3, 4, 5, 6, 56, 57 & 58.*

35A. SANITARY SYSTEM. Reflections Village shall be served by a communal private sanitary district owned by the Owner's Association ("Sewage System"). The Sewage System shall be comprised of "Infrastructure Components" which include, but shall not be limited to, lift stations (if necessary), septic fields, meters, interceptors and mains to the advance treatment unit. Laterals shall not be considered Infrastructure Components and the installation, maintenance, and any re-installation of laterals shall be the responsibility of Lot Owners. The Sewage System shall include six septic fields, each serving different Lots in the subdivision as provided on Exhibit C attached hereto. All residential Lots must connect to, receive service from, and will be subject to the rules and regulations pertaining to the Sewage System and promulgated by the Owner's Association. *56, 57 & 58.*

A. Connection Fee. At the time a Lot is purchased from the Developer, the Lot Owner shall ~~pay the Developer a one-time Connection Fee of \$2,000.00 per Lot to reimburse the Developer for the cost of developing and installing the Sewage Systems' Infrastructure Components.~~ Lot Owners shall also pay a connection fee of \$900.00 per Lot to the Owner's Association to establish a reserve for the future repair, replacement and maintenance of the Sewage System. ~~The connection fees may be increased every year, commencing January 1, 2011, based on the increased costs and expenses associated with the community septic system and provisions for reserves.~~ *EXCEPT FOR LOT 57 & 58.*

B. Blanket Easement. A blanket easement, as shown on the Final Subdivision Plat, is hereby granted by the Developer for the purpose of ingress, egress, transmission of sanitary sewage, installing, maintaining, repairing, and replacing the Sewage System upon, over, across or under all areas of the subdivision, including the Lots, but excluding laterals, which shall be maintained by Lot Owner. Any utility company or other contractor contracted by the Owner's Association through its duly authorized employees and contractors, shall have an obligation to provide reasonable notice to the Lot owner, to enter upon the Lot at any time or on any day. If at the sole discretion of the Owner's Association, there exists an imminent threat of danger to the Sewage Systems, the subdivision, or the public all notice requirements shall be waived, and the necessary maintenance or repair work may begin immediately. The Owner's Association shall assure that the utility company or contractor promptly and correctly repairs and restores any damage caused by the maintenance and repair work. This restoration, however, shall not include damage to trees, bushes, branches, roots or other structures which may interfere with the maintenance and repair work. The Developer, Owner's Association, and any utility company shall not perform any utility work in a public right-of-way until a utility permit has been obtained from the Village of Richfield.

C. Ownership of Sewage System. Title and ownership to the Infrastructure Components of the Sewage System and all necessary and appurtenant equipment, shall belong to the Owner's Association.

D. Owner's Association's Obligations for Sewage System. The Owner's Association shall be responsible for the transportation and treatment of sewage discharged

into the Sewage System from each Lot. Each Lot Owner utilizing the Sewage System shall be responsible for its proportionate share of maintaining, testing, repairing, relocating, adding to and/or replacing, as deemed appropriate in the discretion of the Board of Directors of the Owner's Association, Infrastructure Components of the Sewage System, all as more specifically set forth in Section 35A(E) below.

E. Sewage System Use Fee Assessments. The Owner's Associations or its designated agent(s) shall assess a monthly use fee (the "Use Fee") to reimburse them for the costs associated with maintaining and operating the Sewage Systems. The Use Fee shall be adjusted annually and shall include the following:

- (1) Maintenance, testing and inspection costs;
- (2) Utility costs;
- (3) Regulatory compliance costs;
- (4) Casualty insurance covering the Sewage System against damage or destruction;
- (5) Liability Insurance insuring the Owner's Association against liabilities of the public, to any Lot owner or to the invitees or tenants of a Lot owner arising out of their occupation and/or use of the Sewage System, if any, with policy limits to be set, from time to time, by the Owner's Association, in the reasonable discretion of the Owner's Association;
- (6) Real estate taxes, income taxes or other taxes that may be assessed or levied by any local county, state or federal government in connection with the Sewage System;
- (7) Replacement, relocation, and expansion reserve fund; and
- (8) Management fees to be assessed from time to time.

The Use Fees for the Sewage Systems shall be determined by the Owner's Association, shall in the aggregate cover the costs associated with maintaining and operating the Sewage Systems enumerated above, and shall be based on metered water usage.

F. Collection. The Use Fee shall be a special assessment, which, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien on each Lot against which the assessment is made. The assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Lot owner.

G. No Storm Water Connections. No footing tile, downspouts or other storm water discharges shall be connected to the Sewage System or laterals.

H. The Developer, Lot Owners, and the Owner's Association, as the case

may be, hereby grant to the Village, a permanent access easement and the right (but not the responsibility) to enter upon a Lot or Common Area in order to inspect, repair, or restore the Sewage System and all its components to its intended purpose if the Lot Owner and/or Owner's Association fails to perform its maintenance obligations required herein after at least fifteen (15) days prior written notice from the Village (which notice shall not be required if the Village deems the need for such maintenance to be an emergency). The cost the Village incurred in connection therewith (including, but not limited to, actual attorney's fees) shall be charged to the Lot Owners and/or the Owner's Association by the Village at its discretion. The Village may add to each Lot Owner's and/or Owner's Association real estate tax statement, a charge equal to such corrective costs and expenses. Nothing in this paragraph shall be construed to obligate the Village to discharge the duties of a responsible party.

~~I. Capital Maintenance Fund. The Developer shall maintain a letter of credit in favor of the Village in the amount of \$150,000 ("Letter of Credit") to secure the Water Trust's obligation to fund future capital maintenance of the private water supply system and Sewage System. At the end of each year the Village will review financial statements for the Water Trust and Owner's Association. The Letter of Credit will be reduced by the amount of total cash reserves in the Water Trust and Owner's Association pertaining to capital maintenance of the private water supply system and Sewage System. When the total amount of cash reserves resulting from collection of connection and user fees exceeds the annual operating costs of the private water supply system and Sewage System, the Letter of Credit will be returned to the Developer.~~

36. MAINTENANCE OF DRAINAGE EASEMENTS, POND, COMMON AREAS, ENTRANCE SIGNAGE, ISLANDS, AND PEDESTRIAN PATHS.

The Owner's Association has the responsibility of properly landscaping and maintaining all common areas, areas designated as "roadway landscape easement" on the face of the final plat, and areas designated "entrance landscape easement" on the face of the final plat in accordance with the plans and specifications approved by the Village and Village ordinances. The Developer shall construct and install pedestrian paths within and across certain Lots and Outlots of Reflections Village as depicted on the final plat, which shall be reserved for use by all Lot Owners, and not the general public. The Owner's Association shall be responsible for the repair, replacement, and maintenance of the pedestrian paths as described herein. The materials used in the construction and maintenance of the pedestrian paths shall conform to the materials indicated on the Site, Building, and Operation Plan as approved by the Village of Richfield Plan Commission. The Developer, Lot Owners, and the Owner's Association, as the case may be, hereby grant to the Village, a permanent access easement and the right (but not the responsibility) to enter upon the above described pedestrian paths in order to inspect, repair, or restore the pedestrian path to its intended purpose if the Association fails to perform its maintenance obligations required herein after at least fifteen (15) days prior written notice from the Village. The cost the Village incurred in connection therewith (including, but not limited to, actual attorney's fees) shall be charged to the Owners and /or Association by the Village at its discretion. The Village may add to each Owner's real estate tax statement, a charge equal to such Owner's pro rata share. Nothing in this paragraph shall be construed to obligate the Village to discharge the duties of a responsible party.

Subject to the provisions of Section 37 below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots which are subject to this Declaration of Restrictions and the pond and all drainage easement areas within common areas. The Owner's Association further has the responsibility of properly maintaining the detention pond located on Outlot 7 for the benefit of commercial users. Maintenance of the pond shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above the pond, around the pond and downstream therefrom; and dredging if and when necessary.

The Owner's Association shall bill the Reflections Village commercial owner's association on a ratable basis for costs related to the use, maintenance, and upkeep of Outlot 7 for commercial users. The amount due for the commercial use of Outlot 7 shall be determined using a ratio, the numerator of which shall be the square footage of the land area of the commercial lots utilizing Outlot 7 for drainage and detention, and the denominator of which shall be the square footage of the total land area within Reflections Village, including Lot 1 of Certified Survey Map No. 6357 utilizing Outlot 7 for drainage and detention. In the event that any dispute, controversy or claim arises between the Owner's Association and the Reflections Village commercial owner's association regarding the costs related to the use, maintenance, and upkeep of Outlot 7, the Owner's Association and Reflections Village commercial owner's association shall agree to arbitrate the dispute pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

The Developer and the Owner's Association, as the case may be, hereby grant to the Village, a permanent access easement and the right (but not the responsibility) to enter upon the above described drainage easement areas in order to pump, inspect, repair, or restore the drainage easement areas to their intended purpose if the Association fails to perform its maintenance obligations required herein. In the event the Owner's Association does not properly maintain said items, the Village of Richfield may send written notice to the Association setting forth which of said items the Village has determined are not properly maintained, and stating that the Village of Richfield may perform such maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem. The cost of the Village incurred in connection therewith (including, but not limited to, actual attorney's fees) shall be charged to the Owners and /or Association by the Village at its discretion. The Village may use the special charge provisions in Wis. Stat. § 66.0627 for purposes of collecting unpaid costs, adding to each Owner's real estate tax statement, a charge equal to such Owner's pro rata share. Nothing in this paragraph shall be construed to obligate the Village to discharge the duties of a responsible party.

The Developer, Owner's Association, and Lot Owners hereby acknowledge and agree that in the event the Owner's Association is no longer registered with the Wisconsin Department of Financial Institutions, the Village shall have no obligation to provide the Owner's Association any notice, written or otherwise, required by these Restrictions prior to taking any action authorized in these Restrictions.

37. DAY TO DAY MAINTENANCE OF DRAINAGE EASEMENT AND PEDESTRIAN PATH EASEMENT AREAS

The day to day maintenance of any drainage easement and/or pedestrian path easement areas located on an individual Lot shall be the responsibility of the owners of such Lot. In the

event that the owner of any Lot fails to maintain the drainage easement areas located on the Lot, the Village shall give written notice to the Lot owner who shall have the time specified in the notice to correct the deficiencies. If the owner of the Lot does not complete the work within the allotted time, the Village may enter onto the Lot to do the work or cause the work to be done, and the cost of such work plus reasonable administrative fees shall be charged to the owner of the Lot pursuant to Section 66.0627, Wisconsin Statutes. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Village's authority of enforcement against the Association, as described in Section 36, above.

38. POND LIABILITY

Storm water retention ponds have been created and are required by the Village to assist in the removal of sediment and detention of storm water in the subdivision. The storm water retention ponds are not intended to be used for swimming or recreational facilities, and any use of the storm water retention ponds for such use is strictly prohibited. Any person entering into or using the storm water retention ponds either intentionally or accidentally does so at their own risk. By purchase of a Lot in the subdivision, each Owner and its respective successors, assigns, heirs and personal representatives thereby waives, to the fullest extent permitted by law, any and all claims for liability against the Village of Richfield, the Developer, the Association, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention ponds. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the Village of Richfield, the Developer, the Association, and their respective agents, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees), including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the storm water retention ponds.

38A. PEDESTRIAN PATHS

The responsibility for the installation and maintenance of the pedestrian paths within the residential Lots and Outlots is set forth in Section 36 above. Use of the pedestrian paths shall be restricted to Lot Owner and their invitees. The pedestrian paths shall be used for pedestrian, bicycle, and personal golf cart purposes only at speeds not to exceed ten (10) miles per hour. The Developer and Association can give no assurance that the pedestrian paths will not be used by unauthorized persons or for unauthorized purposes. The Lot owners affected by the pedestrian paths, by acceptance of a deed thereto, waive and release Developer and the Association from any and all liability or responsibility for personal injury or property damage which may occur as a result of the establishment, maintenance or use of the pedestrian paths.

~~39. DEVELOPER'S EXPANSION RIGHTS.~~

NO EXPANSION RIGHTS

~~Developer has acquired or may acquire in the future other lands in the vicinity of Reflections Village, including but not necessarily limited to the lands depicted as Outlot 12 on the final plat for Reflections Village. Subject to the approval of the Village of Richfield, Developer shall have the express right, but not the obligation, to develop all or part of Outlot 12, and/or other lands in the area, in such a manner as to create an integrated development with Reflections Village.~~

~~To accomplish that purpose, Developer shall have the express right, without the necessity of obtaining the approval of the Owner's Association or any Lot Owner, to do any or all of the following.~~

~~A. Grant easements for the use, and establish requirements for the maintenance of, common Outlots and/or other common areas such that the Lot Owners in all of the developments have the full right of access to and use of common Outlots and/or other common areas, and the Owners of all Lots share equally in the maintenance expenses.~~

~~B. Amend this Declaration of Restrictions with the prior consent of the Village of Richfield so as to subject any or all of said additional lands to this Declaration of Restrictions. In doing so, Developer shall have the right, when required or requested by any governmental body, to establish certain provisions which may be applicable to one or more of the developments.~~

~~C. Amend the Articles of Incorporation and/or By-laws of the Owner's Association so that the Owner's Association functions as the association for all of the developments.~~

~~D. Amend the provisions hereof with respect to the Committee so that there are separate Committee for each development, or so that there is a combined Committee for some or all developments.~~

40. ~~LIVE/WORK LOTS:~~

No LIVE/WORK LOTS

~~Limited commercial uses shall be permitted on lots 2, 3, 4, 5, 6, 7, 55 and 56 of Reflections Village provided that:~~

~~A. Such commercial use is permitted by Section 70.212 of the Village of Richfield Ordinance, as amended from time-to-time, and constitutes either entirely or partly the livelihood of the Lot Owner and/or tenant residing on the lot;~~

~~B. Signs or other kinds of advertising on the Lot related to the business do not exceed 12 square feet. All signs and advertising must be approved by the Committee as to size, design, material, color and location;~~

EXHIBIT A
LEGAL DESCRIPTION

(Reflections Village Lots and Common Outlots)

Lots 2 through 56 and Outlots 2 through 7, 10, 11 and 13 in REFLECTIONS VILLAGE, being a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin, as recorded in the Office of the Register of Deeds for Washington County in Volume 49, Pages 33, as Document No. 1245577.

Commercial Declaration of
Restrictions for Reflections Village
and Other Lands

DOCUMENT TITLE

DOCUMENT NO.

1245732



March 22, 2010 11:30 AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$53.00

RECORDING AREA

53-22

NAME AND RETURN ADDRESS

George B. Erwin, III
2300 North Mayfair Road
Suite 1175
Milwaukee, WI 53226

PT OF V10-354-000

Parcel Identification Number

Return to:

COMMERCIAL DECLARATION OF RESTRICTIONS
FOR
REFLECTIONS VILLAGE AND OTHER LANDS

This Commercial Declaration of Restrictions ("Declaration") is made this 11 day of March, 2010 by Reflections Richfield Investments, LLC, hereinafter the "Developer".

WHEREAS, Developer is the owner of the property commonly known as the Reflections Village Subdivision, in the Village of Richfield, Washington County, Wisconsin, more particularly described on the attached Exhibit B, and Lot 1 of certified survey map No. 6357; and

WHEREAS, Developer desires to subject the commercial area (as defined below) in said Reflections Village Subdivision and Lot 1 of certified survey map No. 6357 to the conditions, restrictions, covenants, reservations, and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing commercial environment.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, shall be held, sold, conveyed, leased, transferred, used, and improved only subject to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth which shall inure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A (the "Commercial Area").

The terms "Common Area" and "Common Areas" as used in this Declaration are hereby defined as Outlot 1 and any other outlot, boulevard, retention or detention pond, conservation area, or other area within the Commercial Area, whether currently in existence or hereinafter established, conveyed by Developer to the Association. The term "Common Area" and "Common Areas", however, excludes any lot and any street, or other area, where such street or other area has been dedicated to, and accepted by, the Village of Richfield.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

The term "Owner" as used in this Declaration means one or more persons who own, from time to time, a Lot in fee simple, but does not mean any person having an interest in a Lot solely by virtue of either (i) security for an obligation, (ii) a lease, or (iii) a mortgage. If after a person's acquisition of

fee simple title to a Lot such person leases such Lot, or portion thereof, either (i) back to the transferor thereof or an affiliate or subsidiary of such transferor or (ii) to an affiliate or subsidiary of such person, or (iii) to another person, then, in any such event, if the lease expressly so provides, and the tenant under such a lease expressly assumes the obligations of the Owner hereunder, the tenant under such lease shall be deemed to be the sole Owner of such Lot and shall have the rights and obligations of an Owner hereunder so long as the lease remains in effect and the tenant remains in possession of such Lot or portion thereof. If the fee simple interest to all or a portion of a Lot is owned jointly or in common by two or more persons, then all persons owning jointly or in common all or a portion of the fee simple interest in such Lot (each such interest being hereinafter referred to as a "Jointly Owned Interest") shall be collectively deemed to be the Owner of such Lot. However, the acts of the person owning the largest percentage of Jointly Owned Interest in such Lot shall be binding upon all persons owning a Jointly Owned Interest in such Lot. The exercise of any powers or rights by the person owning the largest percentage of a Jointly Owned Interest shall be binding upon all Owners of the Lot to the same extent as if such powers or rights had been exercised by such Owner and the Developer shall be entitled to deal with and rely upon the acts and omissions of such Owner. The Owner of the largest percentage of the Jointly Owned Interest shall be the agent of all the Owners (and each person comprising part of such Owners) of the Jointly Owned Interest upon whom service of any process, writ, summons, order or other mandate of any nature, or any court in any action, suit or proceeding arising out of this Declaration, or any demand for arbitration may be made, and any notice arising out of this Declaration, or service upon such Owner, shall constitute due and proper notice or service of any such matter upon such Owners (and each such person). Such Owner shall be subject to service of process in the State of Wisconsin or shall designate an agent for service of process in the State of Wisconsin, failing which service of process shall be performed as required by the State of Wisconsin Statutes.

The term "Owner's Association" or "Association" as used herein shall have the meaning provided in Section 34 of this Declaration.

The term "Reflections Village" as used in this Declaration is defined as the entire subdivision of Reflections Village, including both the Commercial Area and residential areas, as more fully described on Exhibit B. Notwithstanding anything to the contrary herein, only the Commercial Area shall be subject to this Declaration.

2. GENERAL PURPOSE

The general purpose of these restrictions is to ensure that the Commercial Area will become and remain an attractive, high quality, commercial community and, to that end, preserve and maintain the natural beauty, ensure the best use and the most appropriate development and improvement of building sites within the property, protect Owners of building sites against such use of surrounding sites as may detract from the commercial value of their property, guard against and prevent the erection of poorly designed or proportioned structures on any part of the property, obtain harmonious use of materials and color schemes in improvements, ensure the highest and best commercial quality of the property, encourage and secure the improvements of the property with attractive commercial buildings with appropriate locations thereof on the building sites, secure and maintain proper spatial relationships of structures to other structures and Lot lines, and generally ensure the highest and best commercial development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

4. ARCHITECTURAL CONTROL COMMITTEE

~~An Architectural Control Committee (hereinafter the "Committee") for Reflections Village Commercial Area is hereby established. The Committee shall consist of not less than three~~ **LANDMARK CREDIT UNION** ~~members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as the Developer owns a Lot in the Commercial Area; thereafter, the Board of Directors of the Owner's Association created in accordance with Section 34 shall appoint members to serve as the Committee, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any vacant Lot in the Commercial Area, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by any one or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one Owner of each Lot, by personal delivery or by First Class U.S. Mail addressed to the last known Owner and address as shown on the tax roll.~~

5. ARCHITECTURAL CONTROL

No building, fence, wall, driveway, light post, landscaping, bike racks, street furniture or other structure or improvement shall be constructed, erected, placed, or altered on any Lot in the Commercial Area without the approval of the Committee. For any undertaking requiring approval of the Committee, three sets of plans [including building construction plans (with roof, siding and trim color samples), site plans, and landscaping plans] shall be submitted to the Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Committee to the Lot Owner as evidence of such approval. Any minor changes or revisions required by the Committee may be noted as exceptions to approval on the plans and detailed in a letter to the Lot Owner. The Committee may also require that the Owner's agent make changes to the plans before approval is given. Once the Committee's approval has been given, the plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved by the Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the

view from other properties in Reflections Village, and such other matters of terrain, environmental impact, aesthetics, and impact upon other properties in Reflections Village, including Lots in the Commercial Area, as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

NOTE: ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED, OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. Neither the Committee nor the Developer is expected to have full knowledge of or expertise in, matters of zoning, building codes or proper drainage. Neither the Committee nor the Developer shall have liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. If approved plans violate applicable zoning or building codes, or fail to properly handle drainage, the Lot Owner is solely responsible for recognizing the error, and making appropriate corrections to the plans. The corrected plans must be resubmitted to the Committee for its approval. Notwithstanding anything to the contrary herein, Lot Owner is subject to all applicable governmental restrictions as provided in Section 27.

6. BUILDINGS AND OTHER STRUCTURES

All Lots shall be used for commercial purposes, residential, and such recreational purposes permitted by this Declaration and applicable zoning. All improvements shall be designed by a commercial building designer, registered architect or equally qualified individual or firm and be of a traditional design ~~using design details of commercial buildings typically built from the 1890's through the 1940's~~. The Committee has the right to request exterior plan modifications to meet this criteria.

The architectural control provisions set forth herein are specifically intended to create and preserve a compatibility of architectural styles among the various commercial buildings that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Committee may evaluate and approve the use of a particular architectural style of commercial building on any given Lot in the Commercial Area. In making that evaluation the Committee may consider the proposed commercial building in relation to existing commercial buildings or previously approved commercial buildings that will be in close visual proximity to the proposed commercial building. The Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any Lot in the Commercial Area, and reserve the use of said design for said Lot, prior to receiving the actual plans as required pursuant to Section 5 above. Any such conceptual approval and/or reservation may be rescinded by the Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as required pursuant to Section 5 above prior to the expiration of said notice period, and/or if the Committee rejects the plans so submitted.

All buildings must be designed utilizing four-sided, finished architecture, and contain the same

degree of finish on all four sides. A minimum of fifty (50%) percent of the front façade on ground floor shall be transparent, consisting of windows or door openings. The exterior siding of all improvements shall consist of natural wood siding, natural stone, structural or thin-cut face brick, cultured stone, and/or stucco. The use of cement board, plank or fish-scale, type siding, LP Smart siding and an efis system (Dryvit) will be permitted provided they are used with wood or composite corner boards. Further, the Committee, in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood, and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of improvements in the Commercial Area. In no event shall any building be sided with metal or vinyl siding; however, aluminum may be used on fascia and soffit.

No exposed poured concrete or concrete block or any other type of structural material over eight (8) inches above grade shall be permitted on any commercial building. Where block or concrete or any other type of structural material would otherwise be exposed, it must be covered by brick, stone, efis system or siding.

The roofing of all buildings shall consist of fully dimensional shingles that have a minimum life of 30 years, fiber reinforced cement, metal, cedar, or slate shingles. Conventional asphalt shingles shall not be permitted. Other types of roofs that are permitted are metal (steel, stainless steel, copper), tile (clay, terra cotta, concrete) and flat roofs of any material allowed by applicable building codes. The Committee, in its sole discretion, may permit or prohibit the use of other types of roofing materials having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of other commercial buildings. Further, the Architectural Control Committee may, in their sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future.

Roof styles may be hip, gable, shed, flat or mansard.

No exterior walls shall have twenty feet (20') or more of continuous wall without a door, window, or other architectural detail on any floor with an exposed elevation. The Committee retains the right to require additional architectural detail.

Buildings wider than 75 feet shall incorporate vertical elements in the principal face to mimic similar smaller scale development.

All exterior colors on commercial buildings must be approved by the Committee.

All porch decking material must be maintenance free.

7. MINIMUM AND MAXIMUM SQUARE FOOTAGE REQUIREMENTS

All commercial buildings shall not have a footprint less than a 3,000 or more than 10,000 square feet. Buildings having a footprint larger than 10,000 square feet may be considered if the exterior design provides for aesthetic breaks that give the sense of multiple businesses, though being one building.

MAXIMUM BUILDING HEIGHT

The maximum building height allowed is 45 feet.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Any exterior construction commenced shall be completed and ready for occupancy within one-year from the date on which construction is commenced. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the Owner of such Lot shall landscape any area disturbed by construction.

During the time of construction the Lot Owner shall be responsible for maintaining the integrity of the site and surrounding areas. Lot Owners shall make certain that their contractors maintain a daily cleanup of all scraps, paper and/or other waste materials, as well as all dirt and mud tracked onto public streets, and that all access to the site is through the approved driveway, and by no other means or way. The Lot Owner shall further be responsible for the repair of any and all damage to the public or private right-of-way, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction. If the Owner or their contractor fail to maintain the site and surrounding areas in this manner, the Developer or the Owners' Association shall have the right, but not the obligation, to perform the necessary cleanup and/or make the necessary repairs and obtain reimbursement for the expense incurred by the Developer or Owners' Association, as set forth in Section 31 below. The Developer, Lot Owners, and the Owner's Association, as the case may be, hereby grant to the Village, a temporary construction easement and the right (but not the responsibility) to enter upon a Lot in order to inspect, repair, or restore the right-of-way to its intended purpose if the Lot Owner fails to perform its maintenance obligations required herein after at least fifteen (15) days prior written notice from the Village. The cost the Village incurred in connection therewith (including, but not limited to, actual attorney's fees) shall be charged to the Lot Owner by the Village at its discretion. The Village may add to each Lot Owner's real estate tax statement, a charge equal to such corrective costs and expenses. Nothing in this paragraph shall be construed to obligate the Village to discharge the duties of a responsible party.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site.

9. INTENTIONALLY OMITTED

10. INTENTIONALLY OMITTED

11. BUILDING SETBACKS

The minimum commercial building setbacks and offsets are:

Minimum Building Setback – Front (street side): 0 feet

Minimum Building Setback – Rear: Varies (Per specific future submittals), but in no event shall be less than 10 feet.

Minimum Building Setback – Side: 0 feet

Minimum Corner Lot Setback – Side: 0 feet from street side right-of-way

Minimum Building Separation: 0 feet between adjoining Lots

Minimum Paved Surface Setback – Side and Rear: 0 feet

Minimum Paved Surface Setback – Front (street side): 5 feet

One of the intentions of these covenants and restrictions is to create a community whose site plan is varied and well integrated to the overall site surroundings as well as to each Lot.

12. DRIVEWAYS AND WALKS

All walks within the Lots must be hard surfaced such as concrete, asphalt, brick, flagstone, or comparable materials.

13. COMMERCIAL BUILDING CONSTRUCTION ON LOT

Committee approval for each proposed commercial building shall constitute approval of the commercial building in regard to style, size, and other requirements of these Deed Restrictions, including placement of the commercial building and setbacks. Committee approval does not guarantee any grading elevation, floor elevation, or placement of a future commercial building on said Lot. Lot Owners are solely responsible for determining that Owner's Lot is suitable for the commercial building, placement of the commercial building, and requisite grading for the commercial building of Owner's choice.

14. GRADING OF LOTS

No Lot Owner, or any person or persons claiming under the Lot Owner, shall alter the grade of any Lot or outlot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Developer, except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by the Village Engineer on file in the office of the Village Clerk, unless and until the Lot Owner first obtains written approval of the Village Engineer for such grade alterations.

Each Lot Owner shall strictly adhere to the Master Lot Grading Plan or any amendment thereto

approved by the Village Engineer on file in the office of the Village Clerk, and shall finish grade its Lot in accordance with said Plan and amendments. The Developer and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, to inspect, maintain, or correct any drainage condition which does not conform to these requirements, and the lot Owner shall be responsible for cost of the same.

15. NUISANCES

No noxious or offensive activities shall be carried on upon any Lot or outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

16. OUTDOOR STORAGE

No watercraft, unlicensed vehicle, inoperable vehicle, recreational vehicle, vehicle licensed as a truck, or trailer of any kind may be parked or stored on any Lot outside of a building for any time period in excess of 24 hours in any calendar week, except for trucks and/or trailers used during construction or remodeling periods. The term "recreational vehicle" shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not be limited to, snowmobiles, trail bikes, travel trailers and campers, motorhomes, and off road vehicles of any kind.

17. UTILITY RESTRICTIONS

All Lots shall be provided with electric, natural gas, Internet, cable television and telephone service by means of underground installation only. No commercial building or other building or structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies' secondary pedestals and the buildings on any Lots shall be paid by the Owner of said Lot.

18. PROHIBITED COMMERCIAL USES

The following commercial uses shall not be permitted within the Commercial Area:

- Auto accessory sales and service;
- Auto and truck rental;
- Auto repair shops;
- Body shops;
- New and used auto and truck sales and service;
- New and used marine sales and service;
- Pawn shops;
- Tatoo and body piercing shops;
- Freight forwarding services; packing and crating services and petroleum bulk stations and terminals;
- Transmitting towers, receiving towers, relay and microwave towers without broadcast facilities or studios;
- Warehouse and indoor storage facilities;
- Cemeteries;
- Drive-thru food service; and

- Any use not permitted under Section 70-212 of the Village of Richfield Ordinances.

19. RECREATIONAL EQUIPMENT

No recreational equipment shall be allowed except as provided by the Developer or Owner's Association.

20. LAWN, YARD AND LANDSCAPING MAINTENANCE

Developer shall landscape the Common Areas of the Commercial Area, Lot areas and areas between the front Lot line and the road with trees, plantings, grass areas, ponds, signs and brick/stone/wood piers or other ornamentation, at Developer's expense in accordance with a landscaping plan approved by the Village of Richfield. Upon the completion of such landscaping, Lot Owners and/or the Owner's Association shall become responsible for the maintenance of such landscaping and the Developer shall have no further responsibility to the Lot Owners and/or to the Owner's Association as to the growth, survival or maintenance of such landscaping.

21. INTENTIONALLY OMITTED

22. FENCES

It is the intention to preserve the open natural feeling of Reflections Village. Therefore, no barrier fences or containment fences may be erected on or adjacent to any Lot line. Subject to the approval of the Committee, only that fencing which is purely of a decorative, screen or landscaping nature, as determined in the sole discretion of the Committee, may be installed.

23. PARKING

Each Lot shall include minimum parking at a ratio of one stall per 500 square feet of office/retail space on the Lot. A garden wall, fence or hedge with a minimum height of three feet shall be installed along any street frontage adjacent parking areas. Parking areas on adjacent Lots shall be connected wherever practical. Trash enclosures shall be located in the rear parking area and shall be screened from immediate view.

24. EASEMENTS

The Developer, in its sole discretion may grant easements to the Village of Richfield, the Owners Association, and/or to any public or private utilities, upon, over, through or across those portions of any Lot or any other portions of the Commercial Area for purposes of allowing the Village of Richfield, or Owners Association, or utility companies to furnish gas, electric, water, sewer, cable television, internet, or other utility service, to facilitate drainage of storm or surface water within or through to any Lot(s) or through any other portions of Reflections Village, and to provide pedestrian access through the development along paved pathways. Such easements may be granted by the Developer in its own name, and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the Commercial Area to persons other than a successor developer.

25. INTENTIONALLY OMITTED

26. SIGNS

All signage must comply with the applicable Village of Richfield ordinances. In addition, no signs shall be placed in the Common Areas of the Commercial Area without the permission of the Association. All signs and advertising, with the exception of banners as described in the following paragraph, must be approved by the Committee as to size, design, material, color and location;

Temporary special event signage for purposes of sales, special events and promotions are permitted as allowed by the Village ordinances so long as such temporary signage is removed within 24 hours of the conclusion of the promoted event.

No signage is to be obscene, slanderous or disrespectful.

27. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to the Site, Building and Operations Plan applicable to this development and on file with the Village of Richfield and all rules, codes, regulations and ordinances of the Village of Richfield, Washington County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Village, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Committee to modify in any way, the rules, codes, regulations and ordinances of the Village of Richfield, Washington County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the Commercial Area plat, the Developer's Agreement, and/or any approval obtained in conjunction with the development of Reflections Village, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other Lot Owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

28. DEVELOPMENT AGREEMENT

A Development Agreement was entered into by and between the Developer and the Village of Richfield on September 18, 2008. A copy of the Development Agreement, and any amendments thereto, is on file in the office of the Clerk of the Village of Richfield.

29. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended at any time – subject to: (1) the approval of the Village Board; and (2) a written declaration setting forth said change, executed (i) solely by the Developer until such time as Developer (including any successor Developer) conveys the last Lot in Reflections Village to a Lot Owner other than an assignee of or successor in interest to the Developer; or thereafter, (ii) by the Owners of at least sixty percent (60%) of the Lots in the Commercial Area. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Washington County, Wisconsin. In the event there is more than one (1) Owner of any Lot in the Commercial Area, the execution of any amendment by any one (1) or more of said Owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other Owner(s) of such Lot join in the execution of such amendment, unless such other Owner or Owners of said Lot have recorded in the Office of the Register of Deeds for Washington County, Wisconsin, prior to the date of execution of such amendment by any other Owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the Owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Developer alone.

30. ASSIGNMENT

All of Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

31. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, the Village, the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the Commercial Area, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the Commercial Area with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer, the Owner's Association, and/or the Village of Richfield undertake any enforcement action.

32. TERM

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue and renew for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats, but including any future amendments, modifications or re-numbering of that section).

33. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

34. OWNER'S ASSOCIATION

An Owner's Association shall be created by the Developer for the purpose of managing the affairs of the Commercial Area, and for the purpose of managing, controlling and maintaining Common Areas, common improvements, and common easements. Said Association shall be established as follows:

A. The Association shall be established as a non-profit corporation. Each Lot Owner shall be a member of the Association, and each Lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot.

Credit Union
B. The Association shall be governed by a Board of Directors consisting of *LAND MAZE* ~~not less than three (3)~~ directors, who shall act by majority vote. So long as any vacant Lot in the Commercial Area is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each Lot in the Commercial Area shall be subject to assessment by the Association for an equal share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and, except as set forth below with respect to Washington County and/or the Village of Richfield, the obligation of the Lot Owners, until paid. In the event Washington County and/or the Village of Richfield become the Owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the Village with respect to fees or assessments imposed by this Declaration. Further, in the event Washington County and/or the Village of Richfield become the Owners of any Lot through the tax delinquency process, neither the County nor the Village shall have any personal obligation for the payment of Association assessments.

D. "Special Assessments" may be made and levied by the Association against a particular Lot Owner and his, her or their Lot (without levying against other Lots) for:

- (i) costs and expenses (anticipated or incurred) for repair of damage to Common Areas caused by or at the direction of the Lot Owner or the family or guests of the Lot Owner;
- (ii) costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or proceeding to enforce this Declaration against the Lot Owner;
- (iii) interest due on general or special assessments;

- (iv) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration; and
- (v) costs, expenses and actual attorney's fees incurred in or in anticipation of, any suit, action or proceeding brought against the Owner's Association.

E. "General Assessments" shall be made and levied ratably by the Association equally against each Lot Owner and his, her or their Lot based on the square footage of the Lot as it relates to the square footage of the entire Commercial Area for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

- (i) maintenance, repairs, upkeep or operation of Common Areas and any additional common areas that may be acquired by the Association;
- (ii) any insurance maintained by the Association;
- (iii) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;
- (iv) all costs and expenses for the operation and administration of the Association, including legal, accounting, management fees, bonding, insurance and other costs incident to the exercise of any of its powers or obligations;
- (v) costs and expenses for additional improvements to Common Areas beyond those installed by Developer and approved by the Association;
- (vi) all items subject to special assessment which have not been collected from a Lot Owner at the time such payments are due; provided that upon collection of the special assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future general assessments, as the Committee may determine, for payments made under this section;
- (vii) all damages, costs, expenses and attorneys fees incurred in, or in anticipation of, any suit or proceedings (whether administrative, legislative, judicial) which are not otherwise collected by special assessment;
- (viii) costs and expenses of service, if any, made available to all Lots and/or for any Common Area;
- (ix) all other costs and expenses declared to be common expenses

under this Declaration.

F. Each Lot Owner shall promptly pay, when due, all general and special assessments levied by the Association against such Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum or in installments with or without interest.) Time is of the essence with respect to all payments.

All Owners of a Lot shall be jointly and severally liable for all general and special assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise.)

All general and special assessments, until paid, together with interest and actual costs of collection, constitute a lien for the benefit of the Association on the Lots on which they are assessed. Such lien shall be subordinate and junior only to the first mortgage lien of any financial institution arising at the time of purchase of the respective Lot. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board, in the name of the Association, may file lien(s) therefore and bring suit for and on behalf of the Association, as representation of any members, to enforce collection of such delinquencies to or foreclose the lien therefore, as provided by law, including Section 779.70 of the Wisconsin Statutes, and the protective covenants, and there shall be added to the amount due (1) a \$50 late fee; (2) an additional \$15 late fee per day until the outstanding charges and assessments have been paid in full; and (3) the costs of collection and interest at eighteen percent (18%) per annum, together with actual attorney's fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The Owners of a Lot against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

The lien granted hereunder shall also cover and include all interest accruing on the delinquent assessments, plus costs, expenses and attorney's fees for collection.

The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments levied by the Association. They shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage.) The Association shall have the right at any time to notify all Lot Owners within the Commercial Area of the delinquency of any Lot Owners.

G. The Articles and By-Laws of the Association shall contain such additional provisions as Developer may deem appropriate at the time of establishment of the Association.

H. In the event any further division of any Lot (whether by Plat, Certified Survey Map, and/or other legal land division) creates additional Lots within the Commercial Area, each Lot so created shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses, with all other Lots in the Commercial Area.

35. WATER AND SANITARY SYSTEMS.

Reflections Village shall be served by a communal private water utility district governed pursuant to a Declaration of Water Trust, a copy of which has been recorded in the office of the Register of Deeds for Washington County, Wisconsin. All Lots within the Commercial Area must connect to, receive service from, and will be subject to the rules and regulations of the Water Trust.

Lots within the Commercial Area shall be served by private sanitary treatment systems. Outlot 1 will be reserved in perpetuity for placement of private septic systems to service lots. Developer shall have the right to designate areas within Outlot 1 to Owners of Lots in the Commercial Area for such use until such time as all Lots within the Commercial Area have been developed. Each Owner of a Lot in the Commercial Area will own an undivided fractional interest in Outlot 1. Each Owner of a Lot in the Commercial area shall be allocated a specific area within Outlot 1 with a minimum waste load level of five hundred (500) gallons per Lot per day. Each Owner of a Lot in the Commercial Area shall be solely responsible for the maintenance, repair, and replacement of their respective private septic system, including the drain field located on Outlot 1 and allocated to such Owner. The Owner's Association shall have no obligation to maintain individual drain fields on Outlot 1.

36. MAINTENANCE OF DRAINAGE EASEMENTS, POND, COMMON AREAS, ENTRANCE SIGNAGE.

The Owner's Association has the responsibility of properly landscaping and maintaining all Common Areas in accordance with the plans and specifications approved by the Village, and Village ordinances. Reflections Village homeowner's association is responsible for landscaping and maintenance of areas designated "entrance landscape easement" on the face of the final plat; however, the Owner's Association shall be responsible for maintaining any commercial signage placed on such entrance landscape easement.

Subject to the provisions of Section 37 below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots which are subject to this Declaration of Restrictions and the detention pond located on Outlot 7 of the residential plat and all drainage easement areas within Common Areas. The Owner's Association shall be billed on a ratable basis by the Reflections Village homeowner's association for costs related to the use, maintenance, and upkeep of Outlot 7. The amount due for the use of Outlot 7 shall be determined using a ratio, the numerator of which shall be the square footage of the land area of the Commercial Area utilizing Outlot 7 for drainage and detention, and the denominator of which shall be the square footage of the total land area within Reflections Village, including Certified Survey Map No. 6357, utilizing Outlot 7 for drainage and detention. Maintenance of the pond shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above the pond, around the pond and downstream therefrom; and dredging if and when

necessary. In the event that any dispute, controversy or claim arises between the Owner's Association and Reflections Village homeowner's association regarding the costs related to the use, maintenance, and upkeep of Outlot 7, the Owner's Association and Reflections Village homeowner's association shall agree to arbitrate the dispute pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

The Developer and the Owner's Association, as the case may be, hereby grant to the Village, a permanent access easement and the right (but not the responsibility) to enter upon all Storm Water Drainage, Storm Sewer and Storm Water Detention Easements in order to pump, inspect, repair, or restore the drainage easement areas to their intended purpose if the Association fails to perform its maintenance obligations required herein. In the event the Owner's Association does not properly maintain said items, the Village of Richfield may send written notice to the Association setting forth which of said items the Village has determined are not properly maintained, and stating that the Village of Richfield may perform such maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem. The cost of the Village incurred in connection therewith (including, but not limited to, actual attorney's fees) shall be charged to the Owners and /or Association by the Village at its discretion. The Village may use the special charge provisions in Wis. Stat. § 66.0627 for purposes of collecting unpaid costs, adding to each Owner's real estate tax statement, a charge equal to such Owner's pro rata share. Nothing in this paragraph shall be construed to obligate the Village to discharge the duties of a responsible party.

37. DAY TO DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

The day to day maintenance of any drainage easement located on an individual Lot shall be the responsibility of the Owners of such Lot. In the event that the Owner of any Lot fails to maintain the drainage easement areas located on the Lot, the Village shall give written notice to the Lot Owner who shall have the time specified in the notice to correct the deficiencies. If the Owner of the Lot does not complete the work within the allotted time, the Village may enter onto the Lot to do the work or cause the work to be done, and the cost of such work plus reasonable administrative fees shall be charged to the Owner of the Lot pursuant to Section 66.0627, Wisconsin Statutes. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Village's authority of enforcement against the Association, as described in Section 36, above.

38. POND LIABILITY

Storm water retention pond in Outlot 7 has been created as required by the Village to assist in the removal of sediment and detention of storm water. The storm water retention ponds are not intended to be used for swimming or recreational facilities, and any use of the storm water retention ponds for such use is strictly prohibited. Any person entering into or using the storm water retention ponds either intentionally or accidentally does so at their own risk. By purchase of a Lot in the Commercial Area, each Owner and its respective successors, assigns, heirs and personal representatives thereby waives, to the fullest extent permitted by law, any and all claims for liability against the Village of Richfield, the Developer, the Association, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention ponds. In addition, each Owner (and its successors, assigns, heirs and personal representatives)

agrees to indemnify, defend and hold harmless the Village of Richfield, the Developer, the Association, and their respective agents, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees), including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the storm water retention ponds.

39. DEVELOPER'S EXPANSION RIGHTS.

No expansion of Reflections Village

Developer has acquired or may acquire in the future other lands in the vicinity of Reflections Village. Subject to the approval of the Village of Richfield, Developer shall have the express right, but not the obligation, to develop all or part of Outlot 12, and/or other lands in the area, in such a manner as to create an integrated development with Reflections Village. To accomplish that purpose, Developer shall have the express right, without the necessity of obtaining the approval of the Owner's Association or any Lot Owner, to do any or all of the following:

A. Grant easements for the use, and establish requirements for the maintenance of, common Outlots and/or other Common Areas such that the Lot Owners in all of the developments have the full right of access to and use of common Outlots and/or other Common Areas, and the Owners of all Lots share equally in the maintenance expenses.

B. Amend this Declaration of Restrictions with the prior consent of the Village of Richfield so as to subject any or all of said additional lands to this Declaration of Restrictions. In doing so, Developer shall have the right, when required or requested by any governmental body, to establish certain provisions which may be applicable to one or more of the developments.

C. Amend the Articles of Incorporation and/or By-laws of the Owner's Association so that the Owner's Association functions as the association for all of the developments.

D. Amend the provisions hereof with respect to the Committee so that there are separate Committees for each development, or so that there is a combined Committee for some or all developments.

EXHIBIT A
LEGAL DESCRIPTION OF COMMERCIAL AREA

(Reflections Village Commercial Lots and Common Outlots)

LEGAL DESCRIPTION:

Lots 1, 57 and 58 and Outlot 1 in REFLECTIONS VILLAGE, being a subdivision of a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin, as recorded in the Office of the Register of Deeds for Washington County RECORDED IN VOLUME 49, PAGE 33 AS DOCUMENT NO. 1245577

Lot 1 of Certified Survey Map No. 6357, being a part of the Southwest 1/4 of the Northeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin, as recorded in the Office of the Register of Deeds for Washington County AS VOLUME 48 PAGE 47 AS DOCUMENT NO. 1245576

Recorder Plat

~~EXHIBIT B~~

LEGAL DESCRIPTION OF REFLECTIONS VILLAGE

(Reflections Village Residential)

All that part of Lot 2 of Certified Survey Map No. 6302, Outlot 1 of Certified Survey Map No. 3492 and Unplatted Lands, being located in a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 corner of said Section 13; said point being the place of beginning of lands hereinafter described;

Thence South $01^{\circ}08'55''$ East and along the East line of the said Southeast 1/4 Section, 1323.915 feet to a point; Thence South $89^{\circ}20'12''$ West and along the South line of the North 1/2 of the said Southeast 1/4 Section, 1027.70 feet to a point; Thence North $18^{\circ}58'03''$ West, 697.62 feet to a point; Thence South $89^{\circ}21'17''$ West, 69.93 feet to a point on the West line of the East 1/2 of the said Southeast 1/4 Section; Thence North $01^{\circ}06'44''$ West and along the said West line of the said East 1/2, 662.37 feet to a point on the North line of the said Southeast 1/4 Section (also being the South line of the said Northeast 1/4 Section); Thence South $89^{\circ}22'22''$ West and along the said South line of the said Northeast 1/4 Section, 592.53 feet to a point on the East Right-of-Way line of "State Trunk Highway 175"; Thence North $10^{\circ}17'10''$ West and along said East Right-of-Way line, 1343.33 feet to a point on the North line of the South 1/2 of the said Northeast 1/4 Section; Thence North $89^{\circ}21'10''$ East and along the said North line of the said South 1/2, 1133.03 feet to a point on the West line of the East 3/4 of the said Northeast 1/4 of the said Northeast 1/4 Section; Thence North $01^{\circ}10'13''$ West and along the said West line of the said East 3/4, 336.92 feet to a point on the South line of said Outlot 1 of said Certified Survey Map No. 3492; Thence South $89^{\circ}19'58''$ West and along the said South line of said Outlot 1, 33.00 feet to a point that is the Southeast corner of Lot 1 of said Certified Survey Map No. 3492; Thence North $01^{\circ}10'13''$ West and along the East line of said Lot 1, 659.34 feet to a point; Thence Northwesterly 244.58 feet along the Northeasterly line of said Lot 1 and the arc of a curve, whose center lies to the Northeast, whose radius is 6816.00 feet, whose central angle is $02^{\circ}03'21''$, and whose chord bears North $41^{\circ}44'11.5''$ West, 244.56 feet to a point of tangency; Thence North $40^{\circ}42'31''$ West and along the said Northeasterly line of said Lot 1, 23.63 feet to a point; Thence South $89^{\circ}19'58''$ West and along the said Northeasterly line of said Lot 1 and being parallel to the North line of the said Northeast 1/4 Section, 185.13 feet to a point; Thence North $00^{\circ}40'02''$ West and along the said Northeasterly line of said Lot 1, 66.00 feet to a point on the South Right-of-Way line of "State Trunk Highway 167"; Thence North $89^{\circ}19'58''$ East and along the said South Right-of-Way line, 215.87 feet to a point on the Southwesterly Right-of-Way line of "Chicago Milwaukee St. Paul and Pacific Railroad"; Thence South $40^{\circ}42'31''$ East and along the said Southwesterly Railroad Right-of-Way line, 54.38 feet to a point of curvature; Thence Southeasterly 407.57 feet along the said Southwesterly Railroad Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 6750.00 feet, whose central angle is $03^{\circ}27'34''$, and whose chord bears South $42^{\circ}26'18''$ East, 407.51 feet to a point of compound curvature; Thence Southeasterly 722.79 feet along the said Southwesterly Railroad Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 3725.00 feet, whose central angle is $11^{\circ}07'03''$, and whose chord bears South $49^{\circ}43'36.5''$ East, 721.66 feet to a point of compound curvature; Thence Southeasterly 306.05 feet along the said Southwesterly Railroad Right-of-Way line and the arc of curve, whose center lies to the Northeast, whose radius is 3790.00 feet, whose central angle is $04^{\circ}37'37''$, and

whose chord bears South $57^{\circ}35'56.5''$ East, 305.96 feet to a point on the West Right-of-Way line of "United States Highway 41/45"; Thence South $01^{\circ}09'33''$ East and along the said West Right-of-Way line, 335.31 feet to a point of curvature; Thence Southeasterly 731.65 feet along the said West Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 4457.18 feet, whose central angle is $09^{\circ}24'18''$, and whose chord bears South $05^{\circ}51'42''$ East, 730.83 feet to a point on the East line of the said Northeast 1/4 Section; Thence South $01^{\circ}08'40''$ East and along the said West Right-of-Way line and the said East line of the said Northeast 1/4 Section, 541.58 feet to a point that is the said East 1/4 corner of said Section 13 and the point of beginning of this description.

Said Parcel contains 4,882,044 Square Feet (or 112.0763 Acres) of land, more or less.

Redline For Civiltek & Village
Review 1/19/2016

WATER SYSTEM
REFLECTIONS VILLAGE SUBDIVISION AND OTHER LANDS
DECLARATION OF WATER TRUST

WHEREAS, Reflections Richfield Investments, LLC, a Wisconsin limited liability company (hereinafter referred to as "Developer"), being the owner of ~~approximately 114 acres of~~ real estate within the Village of Richfield, Washington County, Wisconsin, and more particularly described in Exhibit A, attached hereto and made a part hereof, is causing to be subdivided a subdivision to be known as "Reflections Village," the division of lots being more particularly outlined in the final plat (attached hereto and incorporated herein by reference as Exhibit B), and ~~Lot 1 of certified survey map No. 6357 (attached hereto and incorporated herein by reference as Exhibit C)~~ are hereinafter collectively referred to as the "subject properties;"

~~WHEREAS, the Developer, or a successor in interest, has reserved the right to further subdivide Outlot 12 of Reflections Village and create additional residential lots, which shall also be subject to this agreement;~~

WHEREAS, Developer contemplates providing a water system for domestic and commercial water use to serve lots that are existing and hereinafter lawfully created within the subject properties, including a community well, water distribution facilities with well pumps, storage tanks, controls, pump house, ~~fire hydrants~~, water mains, valves and all things appertaining to and necessary for supplying water for domestic and commercial use (the "Water Supply System");

WHEREAS, Developer contemplates selling the lots within the subject properties to various residential and commercial purchasers, who shall have the right and obligation to take water from the Water Supply System to service improvements constructed on the lots, subject to the terms and conditions of this Declaration of Water Trust;

WHEREAS, Developer represents that the Water Supply System will be installed and constructed in compliance with accepted engineering standards to provide a sufficient supply of potable water to serve the improvements to be connected to the Water Supply System and to provide a sufficient supply of water for the provision of public fire protection services to Reflections Village, ~~including but not~~ limited to the land described in Exhibit A;

~~WHEREAS, Developer represents that although fire hydrants and related underground piping may be installed as part of the initial development of Reflections Village, they will not be operational (i.e., be able to provide water for fire protection purposes) until such time as one of the commercial lots in Reflections Village (i.e., Lot 1, 57, or 58) is developed for a commercial purpose or Outlot 12 of Reflections Village is further subdivided into one or more residential lots, at which time, the Developer shall install a reservoir for fire protection purposes; and~~

WHEREAS, this Water Trust and the construction, operation and maintenance of the Water Supply System are to be governed by any and all applicable rules, codes, regulations and ordinances of the Village of Richfield, Washington County, the State of Wisconsin and the Federal Government, including but not limited to Chapter NR 811 of the Wisconsin Administrative Code.

NOW, THEREFORE, Developer by this Declaration of Water Trust, grants and conveys to the Trustee hereinafter named, ownership of the personal property comprising the Water Supply System as above set forth, and further grants and conveys an access easement over and across that portion of Outlot 12 as shown on the Reflections Village plat to access Outlot 13, subject to and conditioned upon the conditions and terms of this Declaration of Water Trust; and agrees that the conveyance of any of the lots described within Exhibit A ~~and more particularly shown in Exhibit B and C, shall be subject to the terms and conditions of this instrument, so that~~

to be
added to
WATER TRUST

such purchasers shall have the right and obligation to take water from the Water Supply System, on the following terms and conditions, to-wit: *except lot 2, 3, 4, 5, 6, 56, 57 & 80*

1. Beneficiaries. Every owner of a lot in the subject properties shall, upon recording of this Declaration, be the beneficial owner of an undivided interest in and to Outlot 13 and the Water Supply System, as that beneficial ownership is described and limited herein. Such beneficial ownership shall terminate upon any such person ceasing to be an Owner (as defined below) and shall inure to the benefit of the transferee. All Owners, their heirs, assigns and vendees are bound by the terms of this Declaration of Water Trust, ~~and upon the conveyance by any Owner of any of the lands in Exhibit A,~~ the transferee shall be subject to the terms of this instrument. No Owner shall have the ability to pledge, hypothecate, or otherwise encumber Owner's undivided interest in and to Outlot 13 and the Water Supply System. "Owner" shall include:

- (a) The holder of the record fee title to a lot in the subject properties and any redivisions thereof, unless such holder is a vendor under a recorded land contract;
- (b) The vendee under a recorded land contract for a lot in the subject properties and any redivisions thereof;
- (c) Joint owners of a lot in the subject properties or any redivisions thereof, i.e., where two or more persons are joint owners or co-owners of a lot, the beneficial ownership of the interest shall be joint;
- (d) Reflections Richfield Homeowner's Association, Inc.; or
- (e) Reflections Richfield Commercial Owner's Association, Inc.

"Owner" shall not include the Developer or the Village of Richfield, except by virtue of their status as an Owner of a lot.

which lots will be served by individual wells

2. Inspection, Repairing, Replacement and Reconstruction. The Trustee and/or agents, employees or independent contractors of Trustee shall have the right to enter upon any portion of the subject properties upon which any water pipe, main, and/or lateral is located for the purpose of making inspections, repairs, upkeep, replacements, reconstruction and for any other purpose which may be incidental or necessary to the maintenance, replacement or reconstruction of the Water Supply System.

3. Connection to System. Prior to the issuance of an occupancy permit by the Village of Richfield, each Owner shall connect to the Water Supply System for the purpose of supplying water to improvements to their lot in such manner as may be directed by the Trustee. Prior to the connection with the system, an Owner shall be obligated to make the payments provided in Paragraph 5, except the monthly use fee shall not commence until an occupancy permit is issued. *EXCEPT LOTS 2, 3, 4, 5, 6, 56, 57 & 58.*

4. No Other Wells. No Owner shall provide or dig any well for supplying water to improvements to their lot.

5. Charges. *Appt* ~~After purchasing a residential lot, and prior to connecting to the system,~~ each Owner of a residential lot shall pay ~~to Developer a connection fee of \$2,000.00 per lot to reimburse the Developer for the costs of developing and installing the Water Supply System.~~ ~~After purchasing a commercial lot, and prior to connecting to the system, each Owner of a commercial lot shall pay to Developer a connection fee of \$4,000.00 per lot to reimburse Developer for the cost of developing and installing the Water Supply System..~~ Owners of residential and commercial lots shall also pay a connection fee of \$900.00 per lot to the Trustee to establish a reserve for maintenance, repairs, and other related purposes. The connection fees may be increased every year, commencing January 1, 2010, at the discretion of the Trustee.

Each Owner of a lot connected to the water system shall be assessed a monthly use fee computed on a per gallon basis. A separate meter for each residential and commercial connection shall calculate the total water supplied and the monthly use fee shall be assessed based on the metered gallons of water consumed. The above payments, subject to the provisions provided hereinafter, shall be used for the operation, repair, maintenance, replacement reserves, taxes (real and personal), insurance, regulatory compliance expenses, auditing expenses, and any and all other expenses incidental to the operation and maintenance of the Water Supply System. Such monthly charge shall be billed quarterly in advance based on the calendar quarter. Subject to approval by a Majority Vote of Owners (as defined in Paragraph 14), the Trustee shall, when necessary, adjust the above monthly charges so as to assure sufficient funds to cover all expenses of operating the Water Supply System and to establish an adequate reserve for maintenance, repairs, and other related purposes.

6. Rights of Use. Each Owner subject to the provisions of this Declaration of Water Trust shall have the right to free and unobstructed access to said water supply system, subject to Rules and Regulations promulgated pursuant to Section 7 and the same right as the other Owners subject to the provisions of this Declaration of Water, to the end that all Owners may draw water from the Water Supply System as herein provided. Irrigation sprinkler systems connected to the Water Supply System shall not be operated on a fixed timer system, but rather shall be designed to activate only when water is necessary. ~~The Village of Richfield or its successor municipality, having jurisdiction, and any fire department providing service within the Village of Richfield or successor municipality, shall have the right to draw water from the fire hydrants included in the Water Supply System, without charge, for fire fighting purposes.~~

Hydrants NOT
Active

7. Rules and Regulations. Each Owner shall be bound by such rules and regulations relating to the use of the Water Supply System as may be promulgated by the initial Trustee and thereafter as amended and approved by a Majority Vote of Owners.

8. Default. In the event any Owner is in default for the payment of charges for a period of ninety (90) days, upon the giving of five (5) days prior written notice from the Trustee by certified mail or by personal delivery, the Trustee is empowered to disconnect and sever the defaulting Owner's lot from the Water Supply System. Such service shall be restored upon payment of all arrearages, including any legal costs, costs of service of process and costs of disconnecting and connecting the service. All users of the Water Supply System specifically agree and consent that the Trustee and/or his agents may enter upon the property of a defaulting Owner for the purpose of disconnecting the defaulting Owner's lot from the Water Supply System. All Owners connected to the system further consent that the Trustee may commence legal action against a defaulting Owner to collect all delinquent charges along with the actual costs associated with the collection of such payments, including actual attorney fees, and further including the cost of disconnecting the defaulting Owner's lot from the Water Supply System and the estimated cost of reconnecting the defaulting Owner's lot to the Water Supply System.

9. Well Site. The principal well, together with any standby or auxiliary well, pump house, storage facilities and other appurtenances will be located on Outlot 13 and each Owner shall have an undivided fractional ownership interest in Outlot 13. Should this Trust be terminated as provided in Paragraph 18 and should no portion of Outlot 13 be required for the operation of a substituted water system serving the subject properties, the Trustee, prior to final termination, shall remove all well equipment from the well site at the expense of the Trust and the Owners shall continue to have the same undivided fractional ownership interest in Outlot 13.

As a condition of any takeover by any governmental authority or a public utility, the transferee shall agree to bear the cost of restoration upon abandonment, and in the event of subsequent abandonment the Owners shall continue to have the same undivided fractional ownership interest in Outlot 13.

10. Groundwater Monitoring Wells. The Developer has the obligation of installing a monitoring well in the subdivision to the satisfaction of the Village. This monitoring well shall be used to monitor groundwater levels to ensure water usage in the development will comply with the Village's groundwater control ordinance and may be accessed and used by the Village to obtain water samples for any purpose consistent therewith. ~~The Developer also has the obligation of installing a second monitoring well in the sandstone aquifer at the site boundary east of the closest wastewater infiltration fields before the second supply well becomes operational. The location of the second monitoring well shall be shown by the Developer on a subsequent subdivision plat or certified survey map along with necessary easements. In the event that groundwater levels are materially impacted, or applicable rules, codes, regulations and ordinances of the Village of Richfield, Washington County, the State of Wisconsin so require, additional infrastructure, including but not limited to a potential deep well, may be required by the state of Wisconsin, Washington County, and/or the Village of Richfield. The cost of any such future infrastructure shall be the responsibility of the Owners.~~

11. Election, Duties and Compensation of Trustee. A Trustee shall be an individual or corporate trustee elected by a Majority Vote of Owners at each Annual Meeting (as defined in Paragraph 15) for the purpose of managing and operating the Water Supply System. The Trustee shall have the right to operate and manage the Water Supply System and shall collect from the Owner of each lot connected to the Water Supply System the charges required to be paid as

provided in Paragraph 5 above. The Trustee shall be responsible for locating underground facilities of the Water Supply System for Diggers Hotline. The Trustee shall be responsible for maintaining the monitoring well to serve its intended purpose as described in Paragraph 10 above. The Trustee shall monitor water usage and provide the Village of Richfield a report of such usage on a quarterly basis. The Trustee shall keep the Water Supply System in good repair to the extent possible with the funds so provided. The Trustee shall be entitled to receive compensation at such rate as may be agreed to by a Majority Vote of Owners. The Trustee-elect, after an initial private connection to the water system, shall qualify by filing a bond, if any, in the amount deemed necessary by a Majority Vote of Owners, which bond shall run for the term of the Trustee's office and shall be kept with the books and records of the Water Supply System. The expense of such bond shall be deemed a proper operating expense of the Water Supply System. Upon qualifying, the new Trustee shall receive from the retiring Trustee all books and records of the Water Supply System, together with all funds on hand, and the new Trustee shall be responsible for the management and operation of the Water Supply System for the ensuing year, or until a successor is duly appointed and qualified by a Majority Vote of Owners. The first election of a Trustee shall take place at the first Annual Meeting, and until then Reflections Richfield Investments, LLC shall be the Trustee. An appropriate instrument shall be recorded in the office of the Register of Deeds for Washington County, Wisconsin, by the acting Trustee to indicate election and appointment of a successor Trustee, if and when the identity of the Trustee is changed. Notwithstanding the foregoing, the first Trustee herein named, agrees to act as such Trustee without compensation until the first Annual Meeting. Subject to the approval of a Majority Vote of Owners, the Trustee shall promulgate rules and regulations relating to the use of water supplied by the Water Supply System, and, when necessary adjust the payments

provided for in Paragraph 5 above, so as to assure sufficient funds to cover all expenses of operation of the Water Supply System and to establish an adequate reserve for replacements. Trustee shall have the authority to expend funds for the maintenance, repair, and reconstruction of the Water Supply System.

12. Accounts and Reports. The Trustee shall keep true and correct accounts of all income and expenses, which books of account shall be subject to the inspection of any of the Owners and the Village of Richfield at reasonable times after reasonable notice. Further, Trustee shall prepare an annual report of income and expenses on a calendar year basis ("Annual Report") and provide a copy of the Annual Report to each Owner and the Village of Richfield Clerk by March 1st of the year immediately following the calendar year that is the subject of the report. In addition to the Annual Report, the Trustee shall provide the Village of Richfield with a quarterly report of water usage in compliance with Village of Richfield Ordinance Section 70.212(E)(7)(d)(iii), as may be amended from time to time.

13. Death or Resignation of Trustee. In the event of the death or resignation of the Trustee, a Special Meeting (as defined in Paragraph 15) of all Owners shall be called by any such Owner and a successor Trustee shall be elected at such Special Meeting by a Majority Vote of Owner. Such duly elected successor Trustee shall serve until the next regular election.

14. Removal of Trustee. The Trustee may be removed by a Majority Vote of Owners subject to this Declaration of Water Trust, without cause, at a Special Meeting called for that purpose. Said Special Meeting may be called by any such Owners having a total of at least one-third (1/3) of the votes that would be entitled to vote at such meeting.

15. Voting Rights. At each Annual Meeting and at any duly called Special Meeting, each Owner shall have one (1) vote for each lot the Owner owns. Proxies are permitted. Where

two or more persons are joint owners or co-owners of a lot, such owners shall execute and deliver to the Trustee a certificate designating one person as being duly authorized to vote with respect to such lot, failing which any voting rights otherwise existing with respect to such lot shall not be voted. Owners holding in the aggregate one-third (1/3) of all votes entitled to be cast, whether personally present or represented by proxy, shall constitute a quorum at a meeting of Owners. A majority of all votes entitled to be cast and personally present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Owners. Whenever used in this Declaration of Water Trust, the term "Majority Vote of Owners" shall be understood to refer to such vote necessary for adoption of any matter to be voted upon by the Owners.

16. Annual Meetings and Special Meetings.

(a) The Annual Meeting of Owners shall be held on the second Monday of January each year at a place in Washington County, Wisconsin, designated by the Trustee and reasonably convenient for the transaction of business.

(b) Special Meetings of the Owners may be called by the Trustee or by Owners having one-third (1/3) of the votes entitled to be cast at such meeting.

(c) Written notice stating the place, date, and hour of any meeting, and in the case of a Special Meeting, the purpose or purposes for which such meeting is called, shall be given not less than five (5) nor more than twenty (20) days before the date of such meeting, either personally or by mail, by or at the direction of the Trustee for the Owner or Owners calling the meeting, to each Owner of a lot subject to this Declaration of Water Trust as shown on the records of the Water Supply System. If mailed, such notice

shall be deemed to be given when deposited in the United States mail addressed to the owner at his address as it appears on such records with postage thereon prepaid.

(d) Notice of any meeting may be waived in writing by all of the Owners entitled to vote thereat, either before or after such meeting.

17. Court Jurisdiction. The Circuit Court of Washington County, Wisconsin shall have jurisdiction over this Trust, and the Owner of any lot or the Trustee may apply to said Court by petition for instructions relating to this Trust or any matter in connection with the operation of the Water Supply System.

18. Lawn and Garden Watering Regulations. The Trustee may promulgate such regulations pertaining to the watering of lawns and gardens within Reflections Village as are deemed advisable, but no such regulations shall be contrary to any ordinance which may be promulgated by the Village of Richfield.

19. Termination. This Trust shall terminate as follows:

(a) When the Water Supply System is taken over by either a governmental authority or a public utility (regulated and controlled as to rates and services by a duly constituted public regulatory body or commission) for maintenance and operation with the concurrence of a majority of the Owners, unless acquired by statutory condemnation proceedings. In such event, the Trustee shall transfer all interest in and to this Declaration of Water Trust to such governmental authority or such public utility, together with all right, title and interest of the Trustee in and to the Water Supply System, together with all appurtenances thereto.

(b) When municipal water service is provided either by a governmental authority or by a public utility (regulated and controlled as to rates and services by a duly

constituted public regulatory body or commission) through means other than through water drawn from the wells of the Water Supply System.

(c) In the event that the Water Supply System is, in its entirety, with the concurrence of a majority of Owners, or by a statutory condemnation proceedings, connected to or integrated with any municipal, intermunicipal or metropolitan system which may be hereafter established by the Village of Richfield, either alone or in cooperation with other municipalities or any statutory water district, then such connection and integration shall be made with an award of damages, if any, or the payment of any sum in consequence thereof by the Village of Richfield, water district and/or municipality. In any such event, the Trustee shall transfer all interest in and to the mains, hydrants and other component parts of the distribution system to such governmental authority or to such public utility or to such water district and/or municipality and the remaining assets, consisting principally of the wells, pumps, pump house, storage tank, controls, etc., shall be sold and converted into cash.

(d) Upon termination of this Trust pursuant to the terms of this Section 19, any cash reserves derived from water use fees shall be divided proportionately only among the then Owners of lots with improvements which are connected to the Water Supply System.

(e) Upon termination of this Trust pursuant to the terms of this Section 19, any cash derived from the sale of the Water Supply System assets shall be divided proportionately among the Owners of lots subject to this Declaration of Water Trust (whether connected to the water system or not) in proportion to the number of lots owned by such Owners.

20. Amendments. This Declaration of Water Trust may be amended at a Special Meeting called for such purpose by the affirmative vote of Owners of two-thirds (2/3) of the lots subject to this Declaration of Water Trust, and the approval of the Village of Richfield Village Board. Said meeting may be called by the Trustee or the Owners of not less than one-half (1/2) such lots upon ten (10) days written notice by Certified Mail, Return Receipt Requested, to all interested parties; provided, however, that in no event shall this Declaration of Water Trust be amended so as to modify Paragraph 6.

The foregoing shall be construed as covenants running with the land and shall be inserted by reference in all deeds conveying any part of the lands described, and upon such conveyances it shall be deemed to create easements in the land affected thereby, and shall inure to the benefit of the present owners and their respective heirs, personal representatives, administrators, successors and assigns.

21. Recording. This Declaration of Water Trust, and any amendment hereto pursuant to Section 20 of this Declaration of Water Trust, shall be recorded in the office of the Register of Deeds for Washington County, Wisconsin

IN WITNESS WHEREOF, the Developer has caused this Declaration of Water Trust to be executed this 18 day of March, ~~2009~~ 2010 *JK*

Reflections Richfield Investments, LLC,

By: *Jonathan G. Spheris*
Jonathan G. Spheris, Managing Member

IN THE PRESENCE OF:

George B. Erwin
George B. ERWIN

Robert Parthen
ROBERT PARTHEN

STATE OF WISCONSIN)
)
COUNTY OF Waukesha)

Personally came before me, this 11th day of March, 2010, the above
named Jonathan B. Spheeris, to me known to be the person who executed the
foregoing instrument and acknowledged the same.

SARAH A FRANTZ
Sarah A Frantz

Notary Public, State of Wisconsin
My commission: 12/2/2012 SARAH A. FRANTZ

ACCEPTANCE OF TRUST

The undersigned does hereby consent to act as the Trustee designated in the foregoing Declaration of Water Trust and in accordance with the terms and conditions thereof.

Reflections Richfield Investments, LLC,

By: Jonathan G. Spheeris
Jonathan G. Spheeris, Managing Member

IN THE PRESENCE OF:

George Frow
George Frow

Robert ParCHEM
Robert ParCHEM

This instrument was drafted by Michael D. Orgeman

Change to Recorded Plat of
EXHIBIT A Reflections Village
LEGAL DESCRIPTION

All that part of Lot 2 of Certified Survey Map No. 6302, Outlot 1 of Certified Survey Map No. 3492 and Unplatted Lands, being located in a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 corner of said Section 13; said point being the place of beginning of lands hereinafter described;

Thence South $01^{\circ}08'55''$ East and along the East line of the said Southeast 1/4 Section, 1323.915 feet to a point; Thence South $89^{\circ}20'12''$ West and along the South line of the North 1/2 of the said Southeast 1/4 Section, 1027.70 feet to a point; Thence North $18^{\circ}58'03''$ West, 697.62 feet to a point; Thence South $89^{\circ}21'17''$ West, 69.93 feet to a point on the West line of the East 1/2 of the said Southeast 1/4 Section; Thence North $01^{\circ}06'44''$ West and along the said West line of the said East 1/2, 662.37 feet to a point on the North line of the said Southeast 1/4 Section (also being the South line of the said Northeast 1/4 Section); Thence South $89^{\circ}22'22''$ West and along the said South line of the said Northeast 1/4 Section, 592.53 feet to a point on the East Right-of-Way line of "State Trunk Highway 175"; Thence North $10^{\circ}17'10''$ West and along said East Right-of-Way line, 1343.33 feet to a point on the North line of the South 1/2 of the said Northeast 1/4 Section; Thence North $89^{\circ}21'10''$ East and along the said North line of the said South 1/2, 1133.03 feet to a point on the West line of the East 3/4 of the said Northeast 1/4 of the said Northeast 1/4 Section; Thence North $01^{\circ}10'13''$ West and along the said West line of the said East 3/4, 336.92 feet to a point on the South line of said Outlot 1 of said Certified Survey Map No. 3492; Thence South $89^{\circ}19'58''$ West and along the said South line of said Outlot 1, 33.00 feet to a point that is the Southeast corner of Lot 1 of said Certified Survey Map No. 3492; Thence North $01^{\circ}10'13''$ West and along the East line of said Lot 1, 659.34 feet to a point; Thence Northwesterly 244.58 feet along the Northeasterly line of said Lot 1 and the arc of a curve, whose center lies to the Northeast, whose radius is 6816.00 feet, whose central angle is $02^{\circ}03'21''$, and whose chord bears North $41^{\circ}44'11.5''$ West, 244.56 feet to a point of tangency; Thence North $40^{\circ}42'31''$ West and along the said Northeasterly line of said Lot 1, 23.63 feet to a point; Thence South $89^{\circ}19'58''$ West and along the said Northeasterly line of said Lot 1 and being parallel to the North line of the said Northeast 1/4 Section, 185.13 feet to a point; Thence North $00^{\circ}40'02''$ West and along the said Northeasterly line of said Lot 1, 66.00 feet to a point on the South Right-of-Way line of "State Trunk Highway 167"; Thence North $89^{\circ}19'58''$ East and along the said South Right-of-Way line, 215.87 feet to a point on the Southwesterly Right-of-Way line of "Chicago Milwaukee St. Paul and Pacific Railroad"; Thence South $40^{\circ}42'31''$ East and along the said Southwesterly Railroad Right-of-Way line, 54.38 feet to a point of curvature; Thence Southeasterly 407.57 feet along the said Southwesterly Railroad Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 6750.00 feet, whose central angle is $03^{\circ}27'34''$, and whose chord bears South $42^{\circ}26'18''$ East, 407.51 feet to a point of compound curvature; Thence Southeasterly 722.79 feet along the said Southwesterly Railroad Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 3725.00 feet, whose central angle is $11^{\circ}07'03''$, and whose chord bears South $49^{\circ}43'36.5''$ East, 721.66 feet to a point of compound curvature; Thence Southeasterly 306.05 feet along the said Southwesterly Railroad Right-of-Way line and the arc of curve, whose center lies to the Northeast, whose radius is 3790.00 feet, whose central angle is $04^{\circ}37'37''$, and whose chord bears South $57^{\circ}35'56.5''$ East, 305.96 feet to a point on the West Right-of-Way line of "United States Highway 41/45"; Thence South $01^{\circ}09'33''$ East and along the said West Right-of-Way line, 335.31 feet to a point of curvature; Thence Southeasterly 731.65 feet along the said West Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 4457.18 feet, whose central angle is $09^{\circ}24'18''$, and whose chord bears South $05^{\circ}51'42''$ East, 730.83 feet to a point on the East line of the said Northeast 1/4 Section; Thence South $01^{\circ}08'40''$ East and along the said West Right-of-Way line and the said East line of the said Northeast 1/4 Section, 541.58 feet to a point that is the said East 1/4 corner of said Section 13 and the point of beginning of this description.

Said Parcel contains 4,882,044 Square Feet (or 112.0763 Acres) of land, more or less.

REFLECTIONS VILLAGE

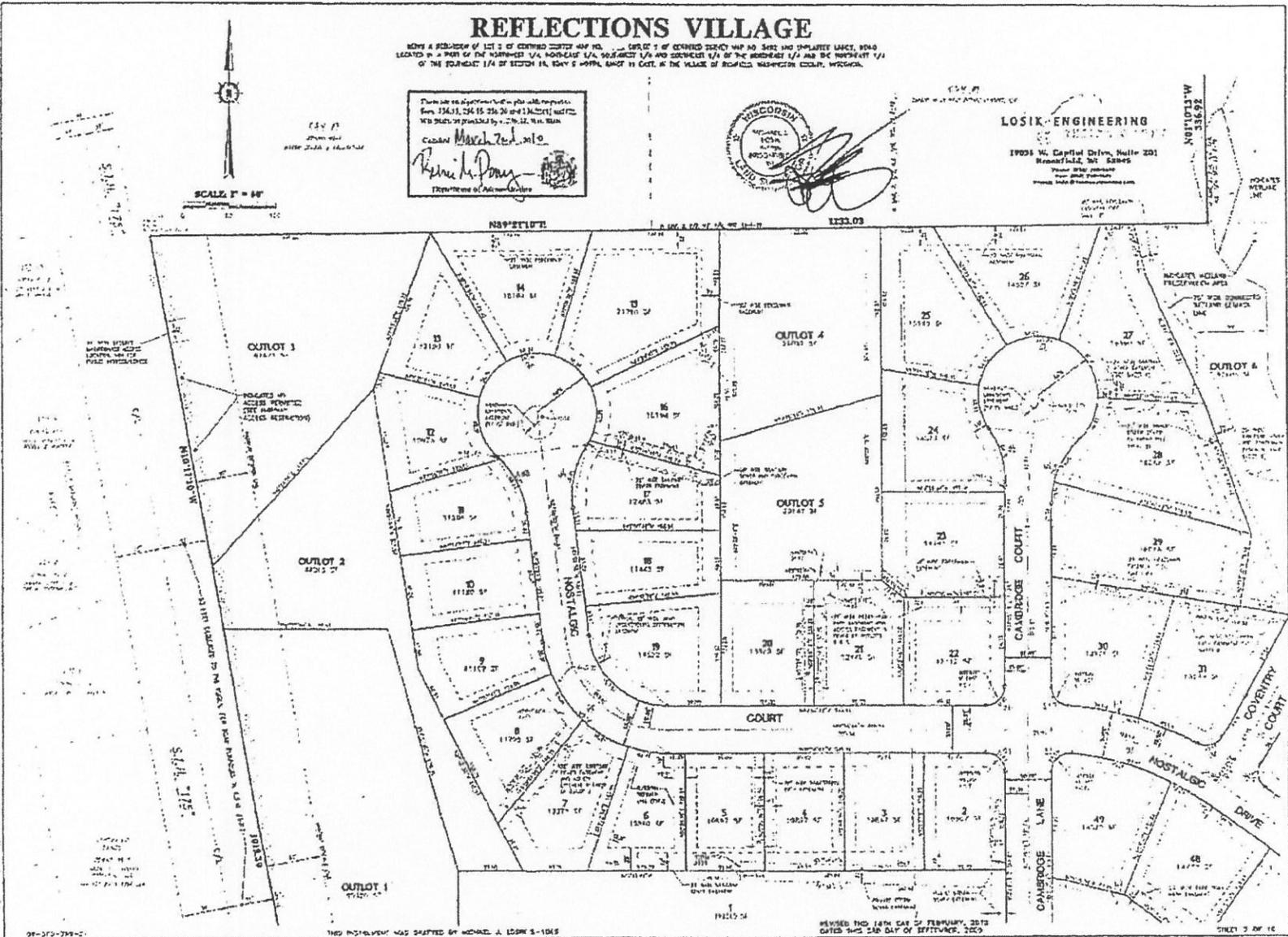
BEING A SUBDIVISION OF LOT 2 OF CERTIFIED QUARTER MAP NO. 1,000,000 OF CERTIFIED QUARTER MAP NO. 5485 AND UNIMPROVED LANCE ROAD LOCATED IN A PART OF THE NORTHWEST 1/4, NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE WESTWATER 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWN 5 NORTH, RANGE 11 WEST, IN THE COUNTY OF BOULDER, WASHINGTON COUNTY, WISCONSIN.

There are no alterations to be made to the plat hereon.
 From 234.33, 234.15, 234.26 and 234.11 meters and feet
 with dates as provided by a. 2. 12. 1994, 1994, 1994.
 Created March 24, 2010
Kevin M. Doney
 Professional Land Surveyor
 Wisconsin State Board of Surveyors



LOSIK ENGINEERING
 17024 W. Capital Drive, Suite 201
 Brookfield, WI 53005
 Phone: 262-781-1000
 Fax: 262-781-1001
 www.losik-engineering.com

SCALE 1" = 40'
 0 20 40



09-372-799-2

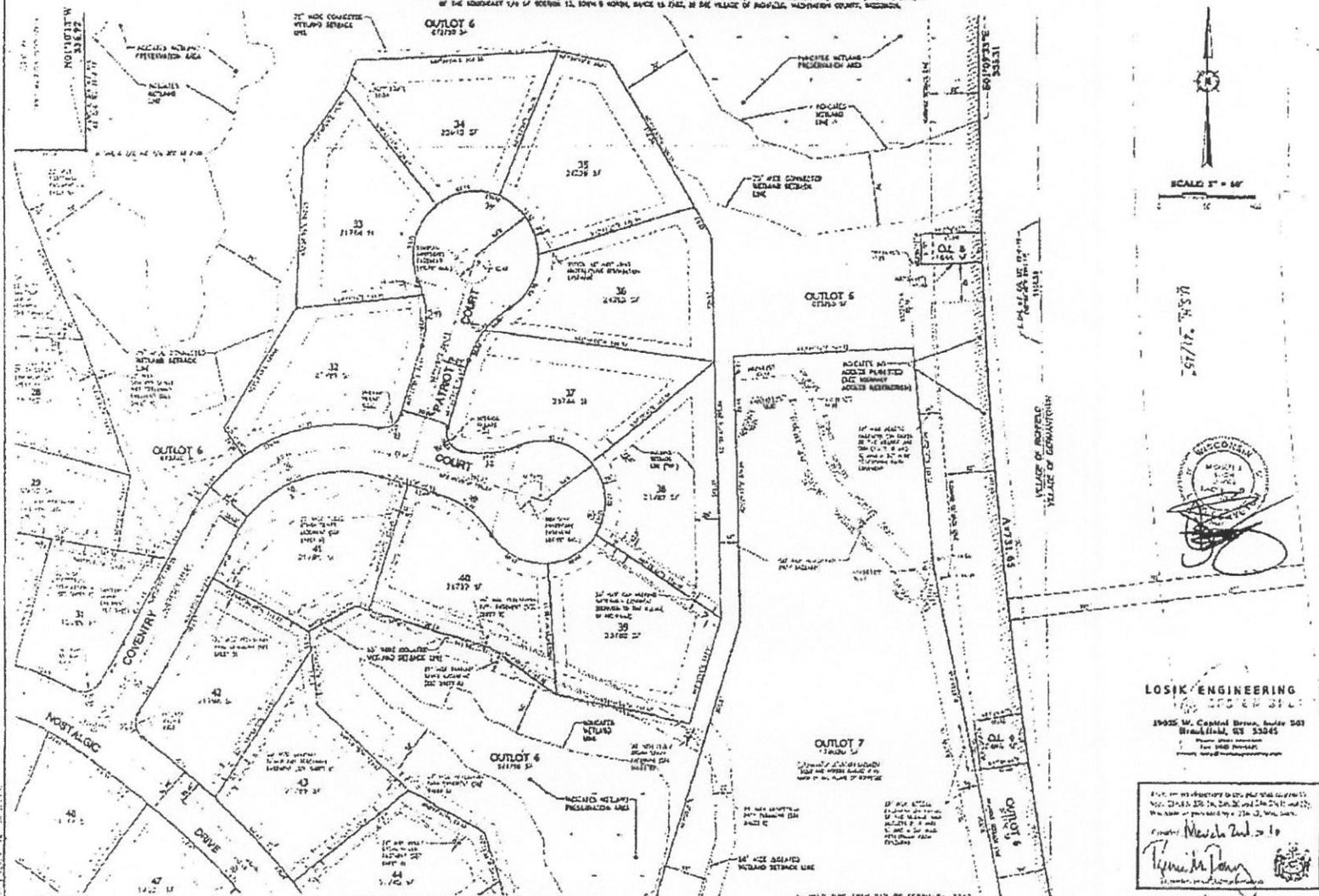
THIS INSTRUMENT WAS DRAFTED BY MICHAEL J. LEONIS 1-1015

REVISED THIS 16TH DAY OF FEBRUARY, 2010
 DATED THIS 24TH DAY OF SEPTEMBER, 2009

SHEET 3 OF 16

REFLECTIONS VILLAGE

BEING A REVISION OF SET 7 OF CONCEPT PLANS FOR AN ... VILLAGE 1 OF REFLECTIONS VILLAGE MAP NO. 2003 AND SUPPLEMENTAL PLANS, BEING LOCATED IN A PART OF THE QUARTERS 1/4, NEQUARTER 1/4, NEQUARTER 1/4 AND SOUTHWEST 1/4 OF THE NEQUARTER 1/4 AND THE NEQUARTER 1/4 OF THE NEQUARTER 1/4 OF SECTION 15, TOWN 8 NORTH, RANGE 13 EAST, IN THE COUNTY OF ROCKFORD, NORTHWEST CORNER, MISSOURI.

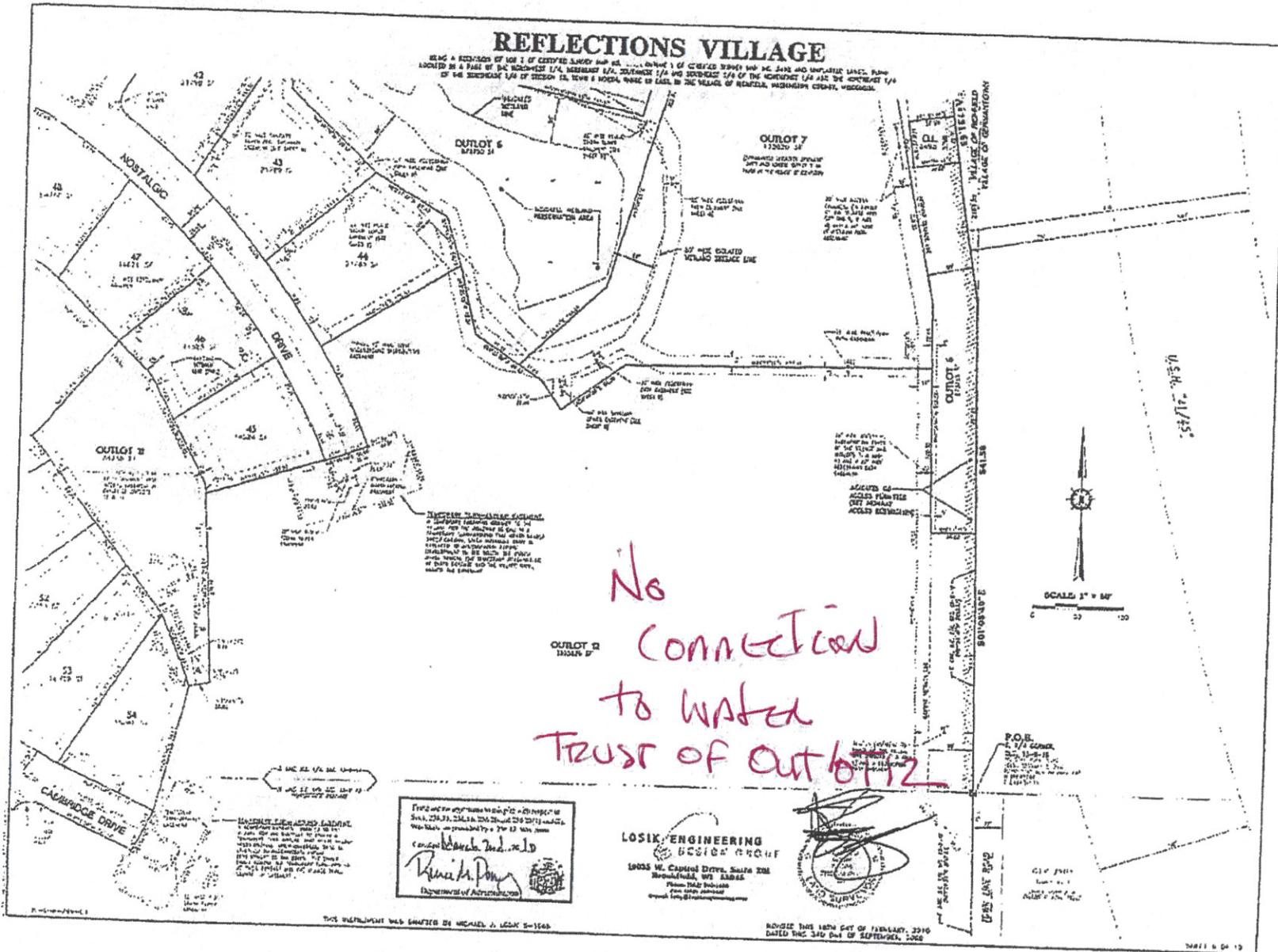


LOSIK ENGINEERING
 19625 W. Capital Brown, Suite 301
 Brookfield, WI 53005
 Phone: 262-781-1111
 Fax: 262-781-1112
 www.losik.com

FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE STATE OF MISSOURI IN THE COUNTY OF ROCKFORD, MISSOURI, THIS 2ND DAY OF SEPTEMBER, 2009.
 MICHAEL A. LOSIK
 Surveyor

REFLECTIONS VILLAGE

BEING A REVISION OF THE 1ST OF CERTIFIED SURVEY MAP NO. 10,000, DIVISION 1 OF CERTIFIED SURVEY MAP NO. 10,000 AND UNLAWFUL MAPS, HEREBY LOCATED IN A PART OF THE NORTHEAST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 8 NORTH, RANGE 10 EAST IN THE COUNTY OF HENRIETTA, WASHINGTON COUNTY, VERMONT.



No
Connection
to Water
Trust of Outlot 12

THIS MAP WAS PREPARED BY THE VERMONT DEPARTMENT OF CONSERVATION AND FORESTRY, DIVISION OF LANDS, UNDER THE SUPERVISION OF THE COMMISSIONER OF LANDS AND FORESTRY, AND IS HEREBY CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY MAP AS FILED IN THE OFFICE OF THE COMMISSIONER OF LANDS AND FORESTRY, VERMONT, ON SEPTEMBER 1, 2006.

Ronald J. Poirer
Surveyor

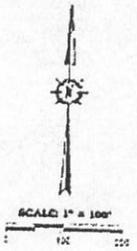
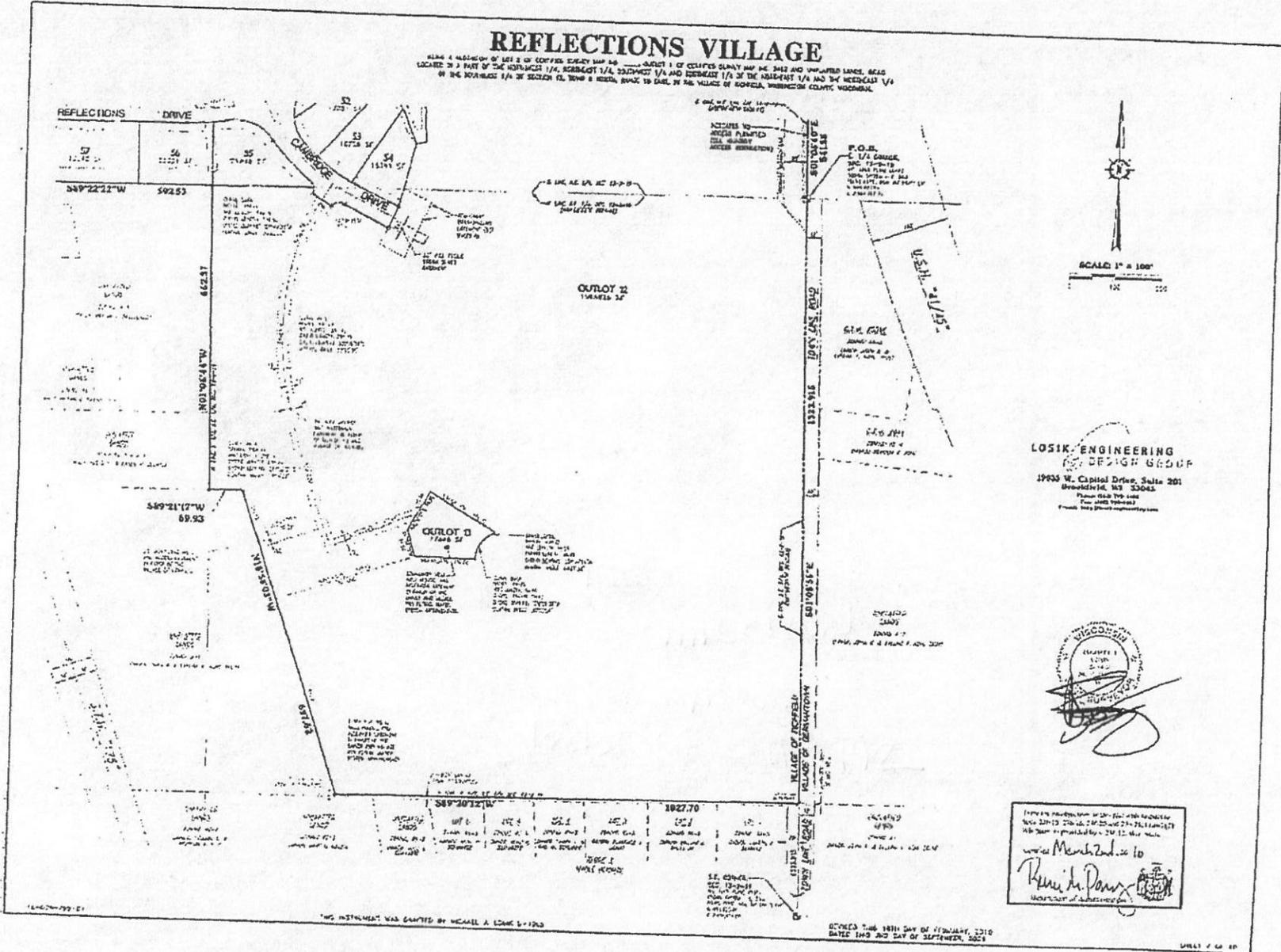
LOSIK ENGINEERING
DESIGN CENTER
1903 W. Cambridge Drive, Suite 200
Newport, VT 05605
Phone: 802-253-8888
Fax: 802-253-8889
Email: info@losik.com



REVISED THIS 18TH DAY OF FEBRUARY, 2006
DATED THIS 3RD DAY OF SEPTEMBER, 2006

REFLECTIONS VILLAGE

PLANS & REFLECTIONS OF LOTS 2 OF CERTIFIED QUARTY MAP NO. 3422 AND UNPLATTED LOTS, BEARS LOCATED IN A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, SOUTHWEST 1/4 AND INTEREST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWN 2 NORTH, RANGE 10 EAST, IN THE COUNTY OF SPOKANE, WASHINGTON COUNTY RECORD.



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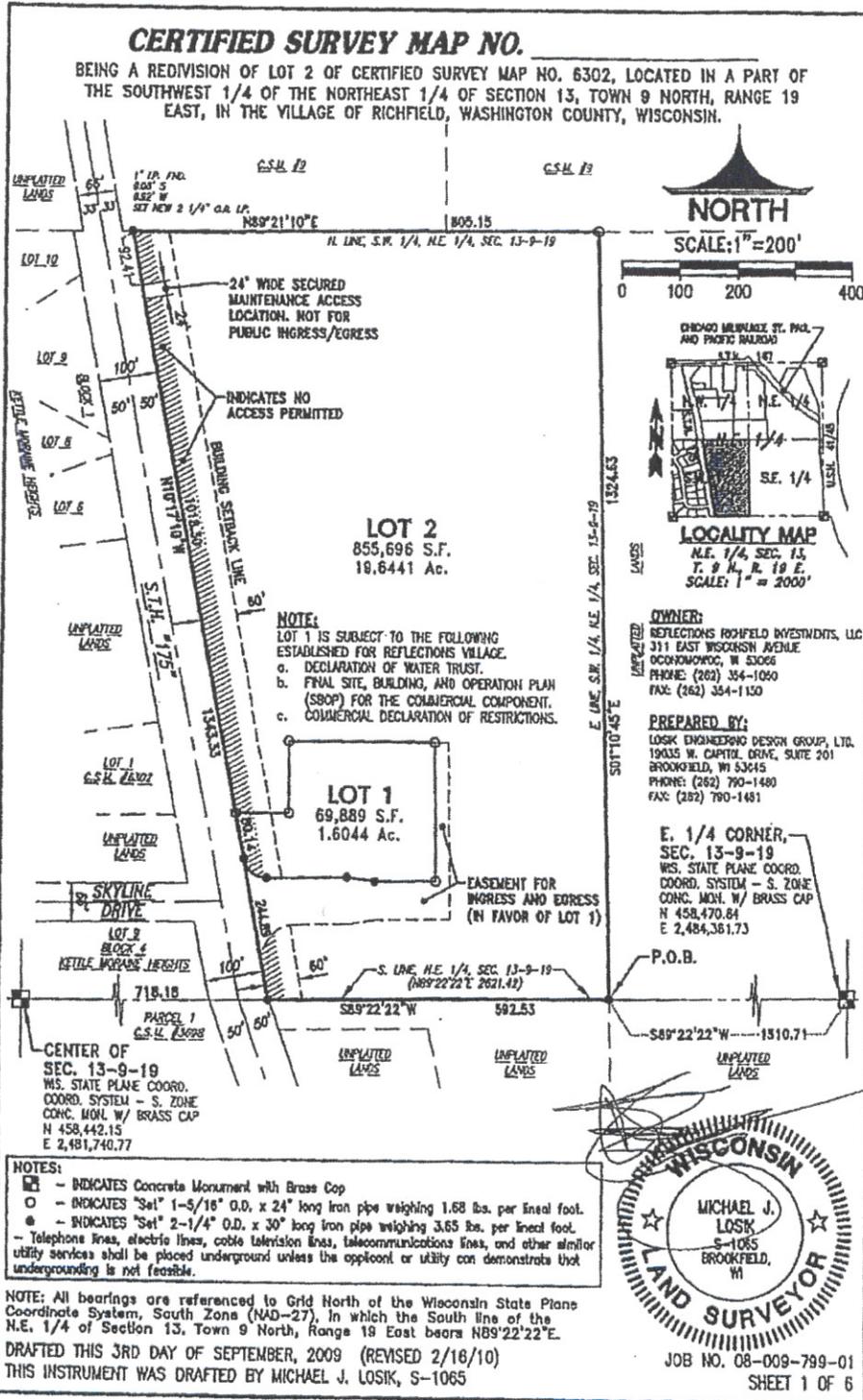
WITNESSETH that I, the undersigned, a Notary Public in and for the State of Wisconsin, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this 2nd day of September, 2021.

Rebecca D. Perry
Notary Public in and for the State of Wisconsin

RECORDED THIS 16TH DAY OF FEBRUARY, 2010
DATED 14th DAY OF SEPTEMBER, 2021

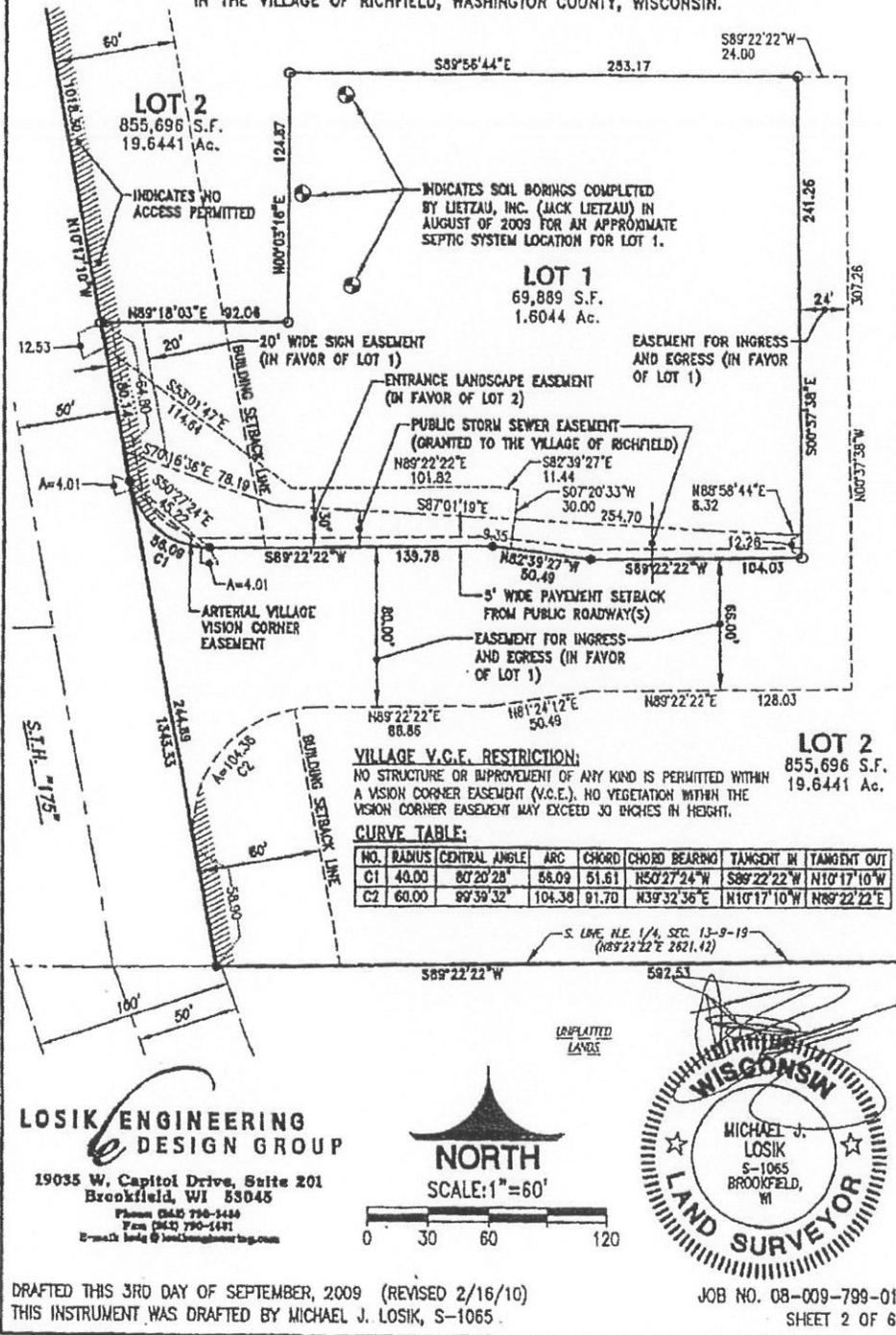
UNL17 1 68 10

EXHIBIT C
CERTIFIED SURVEY MAP NO. _____



CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 6302, LOCATED IN A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWN 9 NORTH, RANGE 19 EAST, IN THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.



LOT 2
855,696 S.F.
19.6441 Ac.

LOT 1
69,889 S.F.
1.6044 Ac.

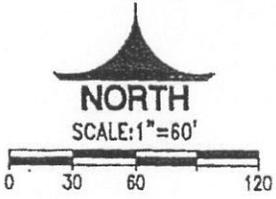
LOT 2
855,696 S.F.
19.6441 Ac.

VILLAGE V.C.E. RESTRICTION:
NO STRUCTURE OR IMPROVEMENT OF ANY KIND IS PERMITTED WITHIN A VISION CORNER EASEMENT (V.C.E.). NO VEGETATION WITHIN THE VISION CORNER EASEMENT MAY EXCEED 30 INCHES IN HEIGHT.

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	40.00	80°20'28"	68.09	51.61	N50°27'24"W	S89°22'22"W	N10°17'10"W
C2	60.00	99°39'32"	104.38	91.70	N39°32'36"E	N10°17'10"W	N89°22'22"E

LOSIK ENGINEERING DESIGN GROUP
19035 W. Capitol Drive, Suite 201
Brookfield, WI 53045
Phone (262) 790-2434
Fax (262) 790-2431
E-mail: losik@losikengineering.com

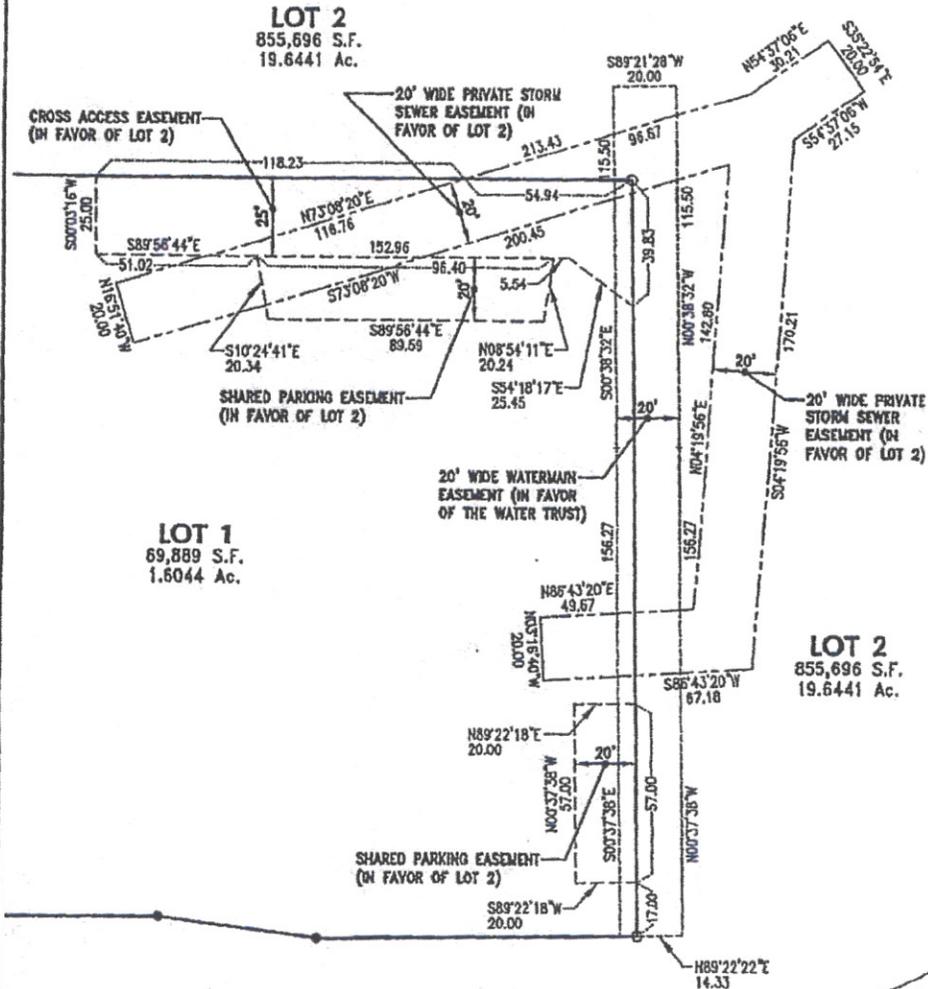


DRAFTED THIS 3RD DAY OF SEPTEMBER, 2009 (REVISED 2/16/10)
THIS INSTRUMENT WAS DRAFTED BY MICHAEL J. LOSIK, S-1065.

JOB NO. 08-009-799-01
SHEET 2 OF 6

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 6302, LOCATED IN A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWN 9 NORTH, RANGE 19 EAST, IN THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.



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Brookfield, WI 53045

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Fax: (262) 790-1401
E-mail: info@losikengineering.com



NORTH

SCALE: 1" = 40'



DRAFTED THIS 3RD DAY OF SEPTEMBER, 2009 (REVISED 2/16/10)
THIS INSTRUMENT WAS DRAFTED BY MICHAEL J. LOSIK, S-1065

JOB NO. 08-009-799-01
SHEET 3 OF 6

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 6302, LOCATED IN A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWN 9 NORTH, RANGE 19 EAST, IN THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

I, Michael J. Losik, Registered Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision of Lot 2 of Certified Survey Map No. 6302, located in a part of the Southwest 1/4 of the Northeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 corner of said Section 13; Thence South 89°22'22" West and along the South line of the said Northeast 1/4 Section, 1310.71 feet to a point being the Southeast corner of the said Southwest 1/4 of the said Northeast 1/4 Section and the place of beginning of lands hereinafter described;

Continuing thence South 89°22'22" West and along the said South line, 592.53 feet to a point on the East Right-of-Way line of "State Trunk Highway 175"; Thence North 10°17'10" West and along the said East Right-of-Way line, 1343.33 feet to a point on the North line of the said Southwest 1/4 of the said Northeast 1/4 Section; Thence North 89°21'10" East and along the said North line, 805.15 feet to a point being the Northeast corner of the said Southwest 1/4 of the said Northeast 1/4 Section; Thence South 01°10'45" East and along the East line of the said Southwest 1/4 of the said Northeast 1/4 Section, 1324.63 feet to the point of beginning of this description.

Said Parcel contains 925,585 Square Feet (or 21.2485 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of REFLECTIONS RICHFIELD INVESTMENTS, LLC, owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Land Division and Platting Ordinance of the Village of Richfield, in surveying, dividing and mapping the same.

Dated this 3rd day of September, 2009.
REVISED: 2/16/10



Michael J. Losik, P.L., L.S.
Registered Land Surveyor, S-1065
LOSIK ENGINEERING DESIGN GROUP, LTD.
19035 W. Capitol Drive - Suite 201
Brookfield, WI 53045
Phone: (262)790-1480 Fax: (262)790-1481



Drafted this 3rd Day of September, 2009 (REVISED 2/16/10)
THIS INSTRUMENT WAS DRAFTED BY MICHAEL J. LOSIK, S-1065
L:\LORD\NEWDOC\F00C\US\REVISED\630209\01\310-Certified Survey Map\Book Fax\CSM Book Form 62

Job. No. 08-009-799-01
SHEET 4 OF 6

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 6302, LOCATED IN A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWN 9 NORTH, RANGE 19 EAST, IN THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE:

INVESTORS BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this plat, and does hereby consent to the above certificate of INVESTORS BANK, this ____ day of _____, 20 ____.

INVESTORS BANK

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this ____ day of _____, 20____, _____ and _____ of the above named corporation, to me known to be the person(s) who executed the foregoing instrument, and to me known to be such _____ and of said corporation, and acknowledged that they (he) executed the foregoing instrument as such officer(s) as the deed of said corporation, by its authority.

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____

VILLAGE OF RICHFIELD VILLAGE BOARD APPROVAL:

Approved by the Village Board on this ____ day of _____, 20 ____.



John Jeffords, President

Donna Jackson, Interim Village Clerk

Drafted this 3rd Day of September, 2009 (REVISED 2/16/10)
THIS INSTRUMENT WAS DRAFTED BY MICHAEL J. LOSIK, S-1065
LN:\008\B\W\DOC\DOCUMENTS\9908209-01\310-Certified Survey Map\13-A Part of CS#-Bak Part of.doc

Job. No. 08-009-799-01
SHEET 6 OF 6

#18

1245735



Water System
Reflections Village Subdivision
and Other Lands
Declaration of Water Trust

March 22, 2010 11:30 AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$75.00

DOCUMENT NO.

DOCUMENT TITLE

RECORDING AREA

75-33

NAME AND RETURN ADDRESS

George B. Erwin, III
2300 North Mayfair Road
Suite 1175
Milwaukee, WI 53226

V10-354-00P; V10-0368-00Z

V10-0351; V10-0355

Parcel Identification Number