AGENDA
VILLAGE BOARD MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN
May 17, 2018
7:00 P.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 reports and discussion/action 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. New Operator License Application
   d. Change of Agent Application for Fat Charlies
   e. Picnic License – Richfield Historical Society
   f. Change Order – Richfield Historical Society, Messer/Mayer Mill
   g. Meeting Minutes – April 19, 2018 – Regular Meeting
6. DISCUSSION/ACTION
   a. Discussion/Action regarding appointments to Boards and Commissions:
      1. Architectural Review Board
      2. Board of Zoning Appeals
      3. Park Commission
      4. Plan Commission
      5. CIP Administrative Committee
   b. Discussion/Action regarding KT Kayak Rentals at Wild Marsh Landing
   c. Discussion/Action regarding a petition to rezone a portion of property identified by Tax Key: V10_008800D from A-1, Exclusive Agricultural District to Rs-1, Country Estates District – Ordinance 2018-05-01
   d. Discussion/Action regarding a petition to rezone property identified by Tax Key: V10_091800C, as Rs-2, Single Family Residential District, property identified by Tax Key: V10_0918 as A-1, Exclusive Agricultural District and property identified by Tax Key: V10_091900B as Rs-1, Country Estates District, property identified by Tax Key: V10_091900A as Rs-1, Country Estates District – Ordinance 2018-05-02
   e. Discussion/Action regarding a proposed Four-Lot CSM for properties identified by Tax Keys: V10_091800C, V10_0918, V10_091900B and V10_091900A
   f. Discussion/Action regarding a petitioned Ordinance amendment to Section 70.196(G)(5) and Section 70.196(G)(6), entitled Rd-2, Two-Family Residential District – Ordinance 2018-05-03
   g. Discussion/Action regarding a proposed Declaration of Condominium for Fairway Fields Subdivision
   h. Discussion/Action regarding a proposed amendment to the Deed Restrictions for Fairway Fields Subdivision
7. PUBLIC COMMENTS (...Continued)
8. CLOSED SESSION
   a. Discussion/Action to enter into Closed Session under Wis. Stats. 19.85(1)(g) update from legal counsel for the governing body who is rendering oral or written advice concerning strategy to be adopted by the governing body with respect to litigation in which it is or is likely to become involved. Village of Richfield v. C&P Rentals Limited, et al. Case No. 10 CX 2; Village of Richfield v. Patrick C. Whitcomb, et al. Case No. 15 CV 176; Village of Richfield v. Carla M. Whitcomb Case No. 16 CX 2
9. RECONVENE IN OPEN SESSION
   a. Discussion/Action regarding matters addressed in Closed Session outlined above
10. 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.
AFFIDAVIT OF POSTING

Pursuant to Sec. 985.02(2), Wis Stats., I, Jennifer Keller, 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:

   - AEB mtg agenda for 5/10/18 @ 6:30 PM
   - VB mtg agenda for 5/17/18 @ 7:00 PM

   on 5/10/18 (date), 3:00 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.

   Signature

   Date 5/10/18

Personally came before me this 10th day of May, 2018

Margaret M. Kendall
Notary Public, State of Wisconsin
My commission expires 10/11/2020

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 5/10/18
MEETING DATE: May 17, 2018

SUBJECT: Consent Agenda
DATE SUBMITTED: May 10, 2018
SUBMITTED BY: Donna Cox, Deputy Clerk

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, New Operator License Application, Application for Change of Agent at business; Fat Charlies, Application for Picnic License for the Richfield Historical Society Art at the Mill event being held on July 28, 2018 (10:00 am – 4:00 pm), Change Order for Richfield Historical Society Messer / Mayer Mill and Minutes of the April 19, 2018 regular meeting.

FISCAL IMPACT:
Reviewed by: Village Deputy Treasurer

ATTACHMENTS:
1. Vouchers for Payment
2. Treasurer’s Report
3. Application for New Operator License (see attached list), Copy of Application and Background Investigation Reports.
4. Application for Change of Agent at business; Fat Charlies, Copy of Application and Background Investigation Reports.
5. Application for Picnic License for Richfield Historical Society.
7. Minutes of the April 19, 2018 regular meeting.

STAFF RECOMMENDATION:
Motion to approve the Vouchers for Payment, Treasurer’s Report, Operator License Application per the attached list, Application for Change of Agent for business; Fat Charlies, Application for Picnic License for Richfield Historical Society Art at the Mill Event being held on July 28, 2018, Change Order for Richfield Historical Society Messer / Mayer Mill and Minutes of the April 19, 2018 regular meeting.

APPROVED FOR SUBMITTAL BY:

Village Staff Member

Village Administrator

VILLAGE CLERK USE ONLY

Resolution No. ____________________
Ordinance No. ____________________
Approved ____________________
Other ____________________
Continued To: ____________________
Referred To: ____________________
Denied ____________________
File No. ____________________
5 a
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**TOTAL BATCH #3** $110,893.20 Checks written end of April 2018

**TOTAL BATCH #4** $110,093.20 Checks written May 2018
VILLAGE OF RICHFIELD
Treasurer's Report for April 30, 2018

### BANK ACCOUNT BALANCES

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

### LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES

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**excel/mydocuments/treasurersreport.xls**
2017-2018

"NEW"

OPERATOR’S LICENSE

APPLICATIONS

• See Attached List
**2017-2018 OPERATORS LICENSES**

**Meeting Date:** May 17, 2018

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<th>APPLICANT'S NAME</th>
<th>PLACE OF EMPLOYMENT</th>
<th>COURSE OR VALID LICENSE</th>
<th>NEW OR RENEWAL VALID LICENSE</th>
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<tbody>
<tr>
<td>TINA KELLER</td>
<td>LOGGERS PARK</td>
<td>COURSE</td>
<td>NEW</td>
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5 d
CHANGE
OF
AGENT
APPLICATION

• See attached list
# CHANGE OF AGENT

**Meeting Date:** May 17, 2018

<table>
<thead>
<tr>
<th>BUSINESS NAME</th>
<th>BUSINESS ADDRESS</th>
<th>PREVIOUS AGENT</th>
<th>NEW AGENT APPLICANT</th>
<th>BUSINESS LICENSE</th>
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<tr>
<td>1</td>
<td>FAT CHARLIE'S LLC</td>
<td>1907 STH 175</td>
<td>SANDRA BURKHARDT</td>
<td>CHARLES P. JONES</td>
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2018
Temporary Class B
PICNIC
APPLICATIONS

• See attached list
<table>
<thead>
<tr>
<th>ORGANIZATION NAME</th>
<th>NAME OF ORGANIZER</th>
<th>EVENT ADDRESS</th>
<th>CITY</th>
<th>ST</th>
<th>ZIP</th>
<th>TYPE OF EVENT</th>
<th>DATE(S) OF EVENT</th>
<th>TYPE OF LICENSE</th>
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<tbody>
<tr>
<td>RICHFIELD HISTORICAL SOCIETY</td>
<td>LOIS HESSENAUER</td>
<td>4399 PLEASANT HILL RD</td>
<td>RICHFIELD</td>
<td>WI</td>
<td>53076</td>
<td>ART AT THE MILL</td>
<td>July 28, 2018</td>
<td>BEER AND WINE</td>
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5 \times f
Date of Issuance: 02-20-2018  Effective Date: 02/20/2018

Project: Fndn Reconstruction - Messer/Mayer Mill  Owner: Village of Richfield, WI  Owner's Contract No.:

Contract: Construction  Date of Contract: August 14, 2017

Contractor: CG Schmidt, Inc.  Engineer's Project No.: 17005.00

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Installation of hurst frame remediation timbers. Ready for final payment date changed to May 18, 2018.

Attachments (list documents supporting change):
CG Schmidt, Inc. job time report dated 2/2/18 and cost report dated 2/21/2018

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES:</th>
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<tr>
<td>Original Contract Price:</td>
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<td>Working days</td>
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<td></td>
<td>Calendar days</td>
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<td>Increase [Decrease] from previously approved Change Orders No. 01 to No. 02:</td>
<td>Substantial completion (days or date): 90 days</td>
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<tr>
<td>$ 12,350</td>
<td>Ready for final payment (days or date): 130</td>
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<tr>
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<tr>
<td>$ 3,838</td>
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<td>Contract Price incorporating this Change Order:</td>
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<td>$ 353,580</td>
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RECOMMENDED:
By: Harold G. Johnson  
Engineer (Authorized Signature)  
Date: 04/30/2018

ACCEPTED:
By:  
Owner (Authorized Signature)  
Date: 04/30/2018

ACCEPTED:
By: Matt Bambick  
Contractor (Authorized Signature)  
Date: 04/30/2018

EJCDC C-941 Change Order
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 1
### CGS JC Detail

**Job:** 175110-  
**Phases:** 700000- 700000- 700000-  
**All Cost Types:** All  
**Units:** Actual  
**All Months:** All  
**All Dates:** All  
**All JC Transaction Types:** All  
**All Departments:** All

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<th>Date</th>
<th>Date</th>
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**175110- Messer/Mayer Mill - Phase 3 Foundations**

- Total for Cost Type: 1
- Total for Phase: 700000- 38.00
- Total for Job: 175110- 38.00
- Total for Company: 1 38.00
### PCO 02- Hurst Frame Remediation
February 21, 2018

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<th>LABOR UNIT COST</th>
<th>LABOR COST</th>
<th>CONCRETE UNIT COST</th>
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<th>SUB. UNIT COST</th>
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<td></td>
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<td></td>
<td></td>
<td>3,838</td>
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</tbody>
</table>

Clarifications:
1. Call to Order/ Roll Call
The meeting was called to order by Village President John Jeffords at 7:02 PM. A quorum of the Village Board was present. Present: Village Board of Trustees; Bill Collins, Tom Wolff, Dan Neu and Rock Brandner.

Also present: Village Administrator Jim Healy, Village Attorney John Macy, and EDWC Business Solutions Specialist, Deborah Reinbold.

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: None

5. CONSENT AGENDA
   a. Vouchers for Payment
   b. Treasurer’s Report
   c. Operator License Applications
   d. Meeting Minutes
      i. February 15, 2018 – Regular Meeting
      ii. March 15, 2018 – Regular Meeting
      iii. April 11, 2018 – Special Meeting
   e. Resolution R2018-04-01, a Resolution Authorizing the Transfer of Park Impact Fees to the General Fund; Seconded by Trustee Wolff; Motion carried without objection.

Motion by Trustee Neu to approve the Vouchers for Payment, Treasurer’s Report, Operator Licenses Applications per the attached list, the meeting minutes from February 15, 2018, March 15, 2018, and April 11, 2018, and Resolution No. R2018-04-01, a Resolution authorizing the reallocation of funds received from “Park Impact Fees” to pay back the “General Fund”; Seconded by Trustee Wolff; Motion carried without objection.

6. DISCUSSION/ACTION
   a. Discussion/Action regarding WisDOT Form DT1479 regarding the detour of traffic on STH 175 for the Richfield Days Parade

Motion by Trustee Brandner to recommend approval for the Village Administrator to petition the WisDOT for road closure on August 26th in conjunction with the Richfield Days Parade; Seconded by Trustee Neu; Motion carried without objection.

7. PUBLIC COMMENTS (…Continued) None
8. CLOSED SESSION

a. Discussion/Action to enter into Closed Session under Wis. Stats. 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Specifically, to establish the parameters of an economic development package for a new business to potentially be located in the Village.

President Jeffords read the Closed Session agenda item aloud.

Motion by Trustee Neu to enter into Closed Session at 7:09 PM; Seconded by Trustee Collins; Motion carried unanimously by voice vote.

9. RECONVENE IN OPEN SESSION

Motion by Trustee Wolff to Reconvene in Open Session at 9:32 PM; Seconded by Trustee Brandner; Motion carried unanimously by voice vote.

a. Discussion/Action regarding matters addressed in Closed Session outlined above

No action taken.

10. ADJOURNMENT

Motion by Trustee Neu to adjourn the meeting at 9:33 PM; Seconded by Trustee Wolff; Motion carried without objection.

Respectfully Submitted,

Jim Healy
Village Administrator
6 a
VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM
MEETING DATE: May 17, 2018

SUBJECT: Appointments to Village Boards and Commissions
DATE SUBMITTED: May 9, 2018
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE BOARD WISH TO APPROVE THE PROPOSED APPOINTMENTS TO THE VILLAGE’S BOARDS AND COMMISSIONS PROPOSED BY THE VILLAGE PRESIDENT?

ISSUE SUMMARY:
The Board must appoint or re-appoint members to assorted Boards and Commissions. The choices of the Village President will be presented at the meeting for consideration by the Board of Trustees.

<table>
<thead>
<tr>
<th>Board/Commission</th>
<th>Total # of Vacancies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arch. Review Board</td>
<td>1 - Vacant</td>
</tr>
<tr>
<td>Board of Appeals</td>
<td>2</td>
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<tr>
<td>CIP Admin. Committee</td>
<td>3</td>
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<tr>
<td>Park Commission</td>
<td>2</td>
</tr>
<tr>
<td>Plan Commission</td>
<td>4</td>
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FISCAL IMPACT:
Reviewed by: Village Deputy Treasurer

- Initial Project Costs: N/A
- Future Ongoing Costs: $30.00/meeting
- Physical Impact (on people/space): N/A
- Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:
None.

STAFF RECOMMENDATION:

1. Motion to appoint (Appointee A) to a three (3) year term on the Village’s Architectural Review Board.
2. Motion to appoint (Appointee A, Appointee B) to a three (3) year term on the Village’s Board of Zoning Appeals.
3. Motion to appoint (Appointee A, Appointee B, Appointee C) to a one (1) year term on the Village’s Capital Improvement Plan Administrative Subcommittee.
4. Motion to appoint (Appointee A, Appointee B) to a three (3) year term on the Village’s Park Commission
5. Motion to appoint (Appointee Chair) to a one (1) year term as Plan Commission Chairman and to appoint (Village Trustee) to a one (1) year term as Village Board Representative, in addition to (Appointee A, Appointee B) to a three (3) year term on the Village’s Plan Commission.

APPROVED FOR SUBMITTAL BY: VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 17, 2018

SUBJECT: Appointments to Village Boards and Commissions
DATE SUBMITTED: May 9, 2018
SUBMITTED BY: Jim Healy, Village Administrator

<table>
<thead>
<tr>
<th>Resolution No.</th>
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<tbody>
<tr>
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<td>Denied</td>
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</table>

Village Staff Member: Jennifer Keller
Village Administrator: [Signature]

[Signature]

Date: [Signature]
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 17, 2018

SUBJECT: KT Kayak Rentals – Wild Marsh Landing

DATE SUBMITTED: May 10, 2018

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PARK COMMISSION TO ENTER INTO AN AGREEMENT WITH KT KAYAK RENTALS TO DO BUSINESS AT THE WILD MARSH LANDING?

ISSUE SUMMARY:

The Village was recently approached by Kelly Thundercloud regarding her desire to conduct business transactions at the Wild Marsh Landing Boat Launch on the inlet of Friess Lake. Her business, KT Kayak Rentals (https://www.ktkayakrentals.com/) currently in operation outside of the Village, is a concierge/Uber-like kayak rental business where prospective clients would contact her to set up rentals ranging from 1-2+ hours. The kayaks would not be stored at the Wild Marsh Landing but would be picked up and dropped off upon request at mutually agreeable dates and times.

Village Staff is now seeking the wisdom of the Village Board on whether or not a deal should be consummated with the business owner, if at all. It is worth noting that prior to the Park Commission meeting the Village Staff did reach out to the Friess Lake Advancement Association (FLAA) and received written approval from the FLAA President.

The anticipated budgeted revenues from the Wild Marsh Landing in 2018 were projected at $2,000.

FISCAL IMPACT:

Initial Project Costs: N/A
Future Ongoing Costs: Variable, Staff time.
Physical Impact (on people/space): Increased awareness of launch activities at the Wild Marsh Landing
Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. City of Waukesha contractual agreement with private vendor

STAFF RECOMMENDATION:

Motion to accept the recommendation of the Park Commission to form a public/private partnership with KT Kayak Rentals to operate business activities from the Wild Marsh Landing, subject to the review and approval of a proposed contractual agreement by the Village President and Village Attorney.
VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 17, 2018

| SUBJECT: | KT Kayak Rentals – Wild Marsh Landing |
| DATE SUBMITTED: | May 10, 2018 |
| SUBMITTED BY: | Jim Healy, Village Administrator |

![Signature]
Village Staff Member

| Village Administrator |

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<tr>
<th>File No.</th>
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AGREEMENT
BETWEEN
CITY OF WAUKESHA
AND
IN THE PARK, LLC

This agreement ("Agreement") is made and entered into effective May 22, 2013, by and between City of Waukesha through its Parks, Recreation and Forestry Department (the "City") and In the Park, LLC (the "Vendor"), as represented by: Jerry Lemke, 414-688-0138. Referenced together, the City and Vendor are "Parties" to this Agreement.

WITNESSETH:

WHEREAS, Vendor wishes to enter into an Agreement for the 2013, 2014 and 2015 summer seasons with the City for the use of designated concession area at Frame Park Boathouse to provide rental of paddleboats, kayaks and bicycles as well as food and beverage concessions; and to provide mobile vending of food and beverage concessions throughout Frame Park; and

WHEREAS, The City is interested in affording individuals using Frame Park the opportunity to rent paddleboats, kayaks and bicycles, and to purchase concession type food and beverage products; and

WHEREAS, Vendor is willing and able to operate such a rental operation and food and beverage concession in a publicly owned park in the City; and

WHEREAS, recognizing that the development of an Agreement for the use of the designated areas at Frame Park is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

PROVISIONS:

1. PREMISES:
City is the owner of real property located in the City of Waukesha used for the purposes of recreation, including Frame Park and the Frame Park Boathouse (1154 Baxter Street, Waukesha, WI. 53186) (the "Premises"). City agrees to allow the Vendor the exclusive use of certain designated areas of the Premises to provide to the public recreational rental opportunities as well as food and beverage concessions.

2. CONDITION OF THE PREMISES:
Vendor acknowledges that it has inspected the Premises and is aware of its general overall condition and accepts the Premises on an "as-is" basis.

3. PERMITTED USE:
Vendor is authorized and permitted to use the Premises for activities directly related to its rental and concession activities. No other activities may be conducted on the Premises without the prior written approval of the City of Waukesha Parks, Recreation and Forestry Department Director or designee.

4. TERM:
The term of this Agreement shall commence on May 22, 2013 and shall end on December 15, 2015, unless terminated earlier by either Party. This Agreement may be extended on the same
terms as set forth herein for two years at a time for a total of four additional years if, prior to expirations of the term in effect at the time, both Parties agree in writing to an extension.

5. **PERMITS, LICENSES, AND OTHER COSTS:**
Vendor is to procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for the operation of all activities and provide copies to City. Vendor shall be responsible for all costs related to rental and concession business.

6. **OBLIGATIONS OF VENDOR:**
The vendor shall comply with the following.

a. Vendor will comply with all local, state, and federal laws, ordinances and regulations.

b. Vendor shall assume full responsibility for staffing and operating facilities and provide concession and rental services in the designated areas during the times provided in Paragraph 9. Any amendments to the times the concession and rental areas will be open shall be approved by the Director or designee.

c. Vendor shall require that all persons working in said concession shall be neat and clean in appearance.

d. Vendor shall provide all routine custodial services necessary to keep the assigned area clean; keep papers and refuse picked up from the premises and the immediate area outside the rental area and concession area.

e. Vendor shall not serve, handle or otherwise possess or store alcoholic beverages or tobacco products of any kind in the concession area.

f. Vendor shall ensure that all deliveries of merchandise shall be made at a time as not to disrupt scheduled activities.

h. Vendor shall provide the City with the product and pricing information it intends to charge the public for rental and concessions. The Director or designee maintains the right to prohibit the rental or sale of any items that he/she deems to be inappropriate or otherwise within the City Parks.

i. Vendor will visibly post prices of items for rent and sale as well as hours of operation.

j. All beverages must be dispensed in disposable cups, plastic bottles or cans. No glass allowed.

k. Vendor shall be responsible for the collection and placement of all trash, litter and garbage associated with the rental and concessions into containers provided by the City. City shall provide for the hauling and disposal of all trash that is properly placed in the City’s containers.
7. **OBLIGATIONS OF VENDOR FOR MOBILE VENDING:**
   a. Vendor shall sell from a non-motorized professional mobile unit in good repair.
   b. Vendor shall not use sounds or noises of any kind to promote the mobile concession sales.
   c. Vendor shall remain within boundaries of Frame Park.
   d. Vendor shall sell from mobile unit only products that are also available for sale at Frame Park Boathouse.
   e. Vendor shall use same pricing as provided in 6h above.
   f. Vendor shall operate mobile unit only during hours as stated herein.
   g. Vendor shall have exclusive mobile vending rights except during and within boundaries of public events in Frame Park which have received a sales permit or have otherwise requested that mobile unit not encroach upon the event.
   h. Vendor shall include sales from mobile unit in total sales, as described in Paragraph 9.

8. **OBLIGATIONS OF CITY:**
   a. The City will be responsible for trash removal.
   b. The City will be responsible for maintenance of ground area around concession stand.
   c. The City will be responsible for furnishing light, power, and water for the premises used by the vendor.
   d. The City will include a phone number listing for vendor in printed activity guides.

9. **PAYMENT:**
   Vendor shall pay to the City $2,100 in 2013, $2,100 in 2014 and $2,200 in 2015. In addition, Vendor shall pay City thirteen (13) percent of gross revenue (less sales tax) on all sales in excess of ten thousand (10,000) dollars each year. Vendor shall keep accurate records of its activities, including: daily sales totals, expenses, payroll and disbursements. Said records shall be provided with payments to the City following the schedule below:
   1. $1,050 by June 1, 2013 and 2014; $1,100 by June 1, 2015.
   2. $1,050 by July 2, 2013 and 2014; $1,100 by July 2, 2015.
   2. 13% payment by October 31 each year

Please make checks payable to: **WAUKESHA PARKS, RECREATION AND FORESTRY**

Waukesha Parks, Recreation and Forestry
Attn: Karen Richards
1900 Aviation Drive
Waukesha, WI. 53188

10. **DESIGNATED AREA(S): SCHEDULE:**
    Vendor may operate at Frame Park Boathouse and Mobile Concessions during the following:

    **From Memorial Day weekend through Labor Day weekend:**

    **BICYCLE RENTALS AND CONCESSIONS**
    SUNDAY - SATURDAY: 10:00 AM - 8:00 PM

    **BOAT RENTAL EXCEPTIONS** (to accommodate Badgerland Waterski Team schedule):
    MONDAY: 10:00 AM - 6:00 PM
    WEDNESDAY: 10:00 AM - 5:30 PM
    SATURDAY: 11:00 AM - 8:00 PM

    Vendor agrees to be in operation at Frame Park Boathouse during the schedule above. Weather permitting and with coordination of Badgerland Waterski Team practice schedule, vendor may conduct its operation prior to Memorial Day weekend and after Labor Day weekend (10:00 AM - 7:00 PM). Any exceptions must be approved by City director or designee.
11. **APPROVAL OF SIGNAGE:**
   One exterior sign may be erected by the concessionaire at their expense. The exact size, language and location shall be pre-approved in writing by the Director and/or designee, which shall not be unreasonably withheld. The exterior sign shall be placed no earlier than April 9th and be removed no later than October 31st each year.

12. **REMOVAL OF EQUIPMENT AND SUPPLIES:**
   Upon expiration or termination of this Agreement for any reason, Vendor shall remove, at its expense, all of its supplies, equipment, displays, and related items from the Premises within fourteen (14) days of the expiration or termination date, and shall restore the Premises to its prior condition, satisfactory at the Director and/or designee inspection.

13. **INSURANCE:**
   City assumes no responsibility for any loss or damage to Vendor’s personal property while in use or stored at or on the Premises. Vendor shall maintain comprehensive liability, workers compensation and automobile liability insurance as required below. Vendor shall provide the City with evidence of said coverages in the following minimum amounts.

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual &amp; Products/Completed Operations)</td>
<td>$1,000,000 per Occurrence $3,000,000 General Aggregate</td>
</tr>
<tr>
<td>Product liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury &amp; Property Damage</td>
<td>$1,000,000 per Accident</td>
</tr>
<tr>
<td>All autos-Owned, non-owned and/or Hired Uninsured Motorists</td>
<td>Per Wisconsin Requirements</td>
</tr>
<tr>
<td>Wisconsin Workers’ Compensation or Proof</td>
<td>Statutory; if applicable</td>
</tr>
<tr>
<td>Of all States Coverage</td>
<td></td>
</tr>
<tr>
<td>Employers’ Liability</td>
<td>$100,000/$500,000/$100,000</td>
</tr>
<tr>
<td></td>
<td>If applicable</td>
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</tbody>
</table>

The City of Waukesha, as its interests may appear, shall be named as an additional insured and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the City for the duration of this Agreement. Coverages shall be placed with an insurance company approval prior to the commencement of activities under this Agreement.

The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the City Risk Manager.

14. **INDEMNIFICATION:**
   To the fullest extent permitted by law, Vendor shall indemnify the City for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers’ compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts, or omissions of the vendor, its agents or employees.
Vendor shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

15. **AUDIT:**
Vendor shall allow the City of Waukesha, the City of Waukesha Department of Audit, or any other party the City of Waukesha may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Vendor, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information related to matters under this Agreement, all at no cost to the City of Waukesha. Any subcontracting by vendor in performing the duties described under this Agreement shall subject the subcontractor and/or associates to the same audit terms and conditions as the Vendor. Vendor (or any subcontractor) shall maintain and make available to the City of Waukesha the aforementioned audit information for no less than three years after the conclusion of this Agreement.

16. **INTEREST:**
Unless waived by the City, Vendor shall be responsible for payment of interest on amounts not remitted in accordance with this Agreement. The rate of interest shall be the statutory rate in effect for delinquent City property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin Statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

16.1 **Penalty:**
In addition to the interest described above, Vendor may be responsible for payment of penalty on amounts not remitted in accordance with this Agreement, as may be determined by the City. The penalty shall be the statutory rate in effect for delinquent City property taxes (.5% per Month, or fraction of a month) as described in the City ordinances and Wisconsin statutes section 74.47 (2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

16.2 **Audit Results:**
If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to the City, interest and penalty shall be calculated thereon in accordance with the above method. Vendor shall remit to the City any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the City.

16.3 **Nonexclusively:**
This provision permitting collection of interest and penalty by the City on delinquent payments is not to be considered the City’s exclusive remedy for Vendor’s default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the City of any other remedy permitted under this Agreement, including but not limited to termination of this Agreement.

17. **ASSIGNMENT/SUBLETTING:**
Vendor may not assign this Agreement, in whole or in part, or sublease any part of the Premises without the prior written approval of the Director and/or designee.
18. **TERMINATION:**
   Either Party may terminate this agreement upon thirty (30) days' written notice to the other Party.

19. **PARTNERSHIP:**
   Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the City or its successors or assigns and the Vendor or its successors or assign. This Agreement does not create the relationship of principal and agent.

20. **OFFICIAL NOTICES:**
   All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

   To Vendor:  
   In The Park, LLC  
   Jerry Lemke  
   P.O. Box 340675  
   Milwaukee, WI 53234  
   To City of Waukesha:  
   Parks, Recreation & Forestry  
   Ron Orall, Director or  
   Karen Richards, SPARS Coordinator  
   1900 Aviation Drive  
   Waukesha, WI 53188

   Either party may designate a new address for purposes of this Agreement by written notice to the other party.

21. **SOLE AGREEMENT:**
   This document contains the entire agreement between the parties. It may not be modified except by a written agreement signed by the duly authorized agents of the City and Vendor.

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

In The Park, LLC  
by ___________________ Date ___  
Jerry Lemke, Member

Waukesha Parks, Recreation and Forestry  
by ___________________ Date ___  
Pat Gruke, Recreation Services Manager

City of Waukesha Mayor  
by ___________________ Date ___  
Jeff Scrima

City of Waukesha Clerk/Treasurer  
by ___________________ Date ___  
Gina Kozlik
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 17, 2018

SUBJECT: Rezoning Petition – Steven Schmidt, Tax Key: V10_008800D A-1 to Rs-1
DATE SUBMITTED: May 10, 2018
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION TO DENY THE PROPOSED REZONING PETITION?

ISSUE SUMMARY: The very first thing that Staff must look at when they are petitioned for rezoning is if the proposal is consistent with the Village’s adopted Future Land Use Plan. In this instance, the proposed rezoning category of ‘single family’ is consistent. After that, the next part of the analysis is if the parcel meets the development standards of the respective district the petitioner wishes to rezone it to. It is the contention of the Village’s contracted engineer that it does not. While it does have more than the minimum acreage required, 10 acres, because of the way that it is configured it does not have the width necessary (350’) at the building setback line. This is controlled by 70.191(E)(2). Also of importance is the land zoned F-1. While the contours of the District are shown representing the adopted FEMA Floodplain Maps from 2015, the possibility exists that the Floodplain contours may be greater than what is shown on paper. Spot elevations on the land ultimately will control.

Additionally, while the petitioner has decided to rezone the singular parcel, the resultant Lot 3 does not meet the requirements for the A-1, Exclusive Agricultural District because it has less than 35 acres. It was the recommendation of the Village Engineer, Village Attorney and Village Staff that the Plan Commission not approve a proposed rezoning and subsequently proposed land division because it will create a parcel that is not conforming to the Village Code.

On May 3rd, the Plan Commission held a scheduled Public Hearing. A Class II Public Hearing Notice ran in the West Bend Daily News on two separate publications for two (2) consecutive weeks. Properties within 300’ of the subject land were notified in excess of 10 days before the date of the Public Hearing. Village Staff did not receive any written commentary from any surrounding property owners. At the conclusion of the Public Hearing, the following motion was made:

Motion by Commissioner Lalk to recommend approval to the Village Board of Ordinance O2018-05-01, an Ordinance to Rezone a portion of Tax Key: V10_008800D from A-1, Exclusive Agricultural District and F-1, Floodplain District to Rs-1, Country Estates District and F-1, Floodplain District. Seconded by Commissioner Berghammer; Motion failed unanimously.
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 17, 2018

SUBJECT: Rezoning Petition – Steven Schmidt, Tax Key: V10_008800D A-1 to Rs-1

DATE SUBMITTED: May 10, 2018

SUBMITTED BY: Jim Healy, Village Administrator

<table>
<thead>
<tr>
<th>FISCAL IMPACT:</th>
<th>REVIEWED BY:</th>
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<tbody>
<tr>
<td>Initial Project Costs: N/A</td>
<td></td>
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<tr>
<td>Future Ongoing Costs: N/A</td>
<td></td>
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<tr>
<td>Physical Impact (on people/space): N/A</td>
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<tr>
<td>Residual or Support/Overhead/Fringe Costs: N/A</td>
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</tbody>
</table>

ATTACHMENTS:

1. Letter dated April 26, 2018 from Village Engineer Ron Dalton
2. Concept CSM/Rezoning Exhibit
3. Ordinance O2018-05-01, an Ordinance Rezoning Tax Key: V10_008800D
4. Village Design Standard for a curbed cul-de-sac

STAFF RECOMMENDATION:

Motion to accept the recommendation of the Plan Commission for the denial of the proposed Rezoning petition for Mr. Steven Schmidt for property identified by Tax Key V10_008800D.

<table>
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<tr>
<th>APPROVED FOR SUBMITTAL BY:</th>
<th>VILLAGE CLERK USE ONLY</th>
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<td>Ordinance No.</td>
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<td>Continued To:</td>
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<td>Referred To:</td>
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<td>Denied</td>
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<td>File No.</td>
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Village Staff Member

Village Administrator
April 26, 2018

Mr. James Healy, Village Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, Wisconsin 53033

RE: Revised Preliminary Certified Survey Map (CSM) Review, Steven Schmitt
Property North of Steeple View Estates

Dear Mr. Healy,

We have completed our review of the above referenced revised preliminary CSM received on April 19, 2018. The preliminary CSM was prepared by Accurate Surveying & Engineering LLP, Donald J. Thoma, R.L.S. We have the following comments and recommendations:

• Section 330-42 of the Village Code suggests a depth to width ratio of no greater than two to one. Lot 1 exceeds this recommended ratio.

• Section 330-42 of the Village Code suggests that lots with more than 5 sides should be avoided. Lots 1 and 3 have more than 5 sides.

• Lot 1 has 70 feet of proposed width on Whitetail Run. Section 70.191.E.2 requires 350 feet of frontage at the building setback line.

• Consider the extension of Whitetail Run through to Pioneer Road or STH 164, or terminate Whitetail Run in a cul-de-sac.

If the Village is in agreement with the proposed land division we will need additional information to evaluate the proposed CSM such as:

• Topographic information to determine the amount of area above the 100 Year Flood Elevation.

• A wetland delineation.
Please contact me at our Cedarburg office (phone 262-204-2341) if you require any additional information or if you have any questions.

Sincerely,

CEDAR CORPORATION

Ron Dalton, P.E.
Director/Office Manager

RD/cv

Enclosure(s): As Noted

cc: Donald J. Thoma, R.L.S., Accurate Surveying & Engineering LLP, w/encl., via email
Concept Plan

Part of Lot 1 and part of Lot 2 of Certified Survey Map No. 5572 as recorded in Volume 40 of Certified Survey Maps on pages 96-97, as Document No. 968308, being part of the NE Fractional 1/4 of the NE 1/4 and part of the SE 1/4 of the NE 1/4 all in Section 5, Township 9 North, Range 19 East, Town of Richfield, Washington County, Wisconsin.

The boundary was traced from F85 Map No. 65120244E, dated 11-16-2016.

Location Sketch

Northeast corner Sec. 5-9-19 conc./brass cap

Lot 1

Prop. Rs-1

Lot 2

13,604 Acres

588236 Sq. Ft.

Lot 3

31,248 Acres

5351148 sq. ft.

Prop. extension

Whitetail Run dedicated to the public for road purposes 0.06 acres

Checklist

1. Any necessary easements
2. Drainage issues
3. Access to property

Lot 1

13,604 Acres

588236 Sq. Ft.

Lot 2

36,688 Acres

1693981 sq. ft.

Lot 3

31,248 Acres

5351148 sq. ft.

Lot 1 and part of Lot 2 of Certified Survey Map No. 5572 as recorded in Volume 40 of Certified Survey Maps on pages 96-97, as Document No. 968308, being part of the NE Fractional 1/4 of the NE 1/4 and part of the SE 1/4 of the NE 1/4 all in Section 5, Township 9 North, Range 19 East, Town of Richfield, Washington County, Wisconsin.

The boundary was traced from F85 Map No. 65120244E, dated 11-16-2016.

Lot 1

Prop. Rs-1

Lot 2

13,604 Acres

588236 Sq. Ft.

Lot 3

31,248 Acres

5351148 sq. ft.

Prop. extension

Whitetail Run dedicated to the public for road purposes 0.06 acres
WHEREAS, the property owner is acting as the petitioner to rezone a portion of the following parcel of land: Tax Key: V10-008800D in the Village of Richfield; and

WHEREAS, the subject property contain approximately 13.504 acres, and

WHEREAS, the property owner is requesting to change the zoning of Lot 1 from A-1, Exclusive Agricultural District and F-1, Floodplain District, to Rs-1, Country Estates District and F-1, Floodplain District (Tax Key: V10-008800D)

WHEREAS, when the subject property was developed by CSM No. 5572, the property was zoned A-1; 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 May 3, 2018; 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 consistent with 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 Exhibit 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 17th day of May, 2018

John Jeffords, Village President

Attest: Jim Healy, Village Administrator/Clerk
NOTES:

1. NO LANDSCAPING SHALL BE INSTALLED WITHIN 6 FEET OF BACK OF CURB

2. SEE CONCRETE ISLAND NOSE DETAIL NO. 8

STANDARD CUL DE SAC

DETAIL NO. 4

LOCATION:

VILLAGE OF RICHFIELD  WASHINGTON COUNTY, WI

SCALE: NO SCALE DATE: MARCH, 2007  DRAWN BY: M. WIESER
6 d-e
POLICY QUESTION: Does the Village Board wish to accept the recommendation of the Plan Commission for the approval of the proposed rezoning?

AND

Does the Village Board wish to accept the recommendation of the Plan Commission for the approval of the proposed four-lot CSM?

ISSUE SUMMARY:

Village Staff has been working with the property owner, Mr. Darryl Voss, on behalf of his family’s estate for well over a year. Mr. Voss’ family owns several properties along Willow Creek Road and Amy Belle Lake Road. The access to Mr. Voss’ personal residence crosses two (2) properties. His property does have direct physical access to Willow Creek Road, but his “driveway” crosses those rear property boundary lines between their homes and the pond on the property. While the Voss family owns the subject parcels under common ownership today, that might not always be the case. It is the desire of the estate to attempt, to the greatest degree possible, to clean up property boundary lines. In addition to multiple access issues, there are buildings that are bisected by property boundary lines.

A Certified Survey Map (CSM), consisting of four (4) or less parcels of land designated by lots or out lots, may be recorded in the register of deeds office provided the CSM does one of the following:

- Divide land for sale or exchange.
- Create lots for building or other development.
- Clarify metes and bounds descriptions.
- Reconfigure parcels within a recorded subdivision plat, assessor’s plat, or CSM.
- Add land to an existing subdivision, assessor’s plat, or CSM parcel. Consolidate parcels in adjoining subdivisions, assessor’s plats, or CSM’s.
- Define and convey interest in lands dedicated to the public.

Pursuant to Sect. 330-11-A, the Village Board may approve a certified survey map where one or more of the parcels do not comply with one or more of the dimensional standards in this Chapter and/or in Chapter 70 of the Richfield Code of Ordinances provided one of the following circumstances exists:

1. An existing principal building or accessory building crosses a common property boundary line and the affected property owners subject a joint application, and the lot line cannot be adjusted in a way that results in legal conforming lots and setback and offset compliance for existing structures.
2. A person owns three or more adjoining legal non-conforming lots and the resulting number of parcels is reduced.
### VILLAGE OF RICHFIELD

#### VILLAGE BOARD COMMUNICATION FORM

**MEETING DATE:** May 17, 2018

| SUBJECT: | Rezoning petition and CSM Review (Tax Keys: V10_091800C, 0918, 091900B, 091900A) |
| DATE SUBMITTED: | May 10, 2018 |
| SUBMITTED BY: | Jim Healy, Village Administrator |

3. The Certified Survey Map is for one lot and is used to establish a boundary of such non-conforming parcel.
4. Any circumstances where the nonconforming lot is no less nonconforming than currently exists.

The Village Board may only approve a certified survey map with one or more substandard lots upon a finding that 1) the proposed configuration of the parcels constitutes an improved layout, 2) each of the resulting parcels will have legal access to a public roadway, and 3) the spirit and intent of this chapter, as set forth in Sections 330-2 and 330-3, is achieved to the greatest extent possible given the existing circumstances, 4) the existing lots are legal lots or legal non-conforming lots.

On the face of the CSM the following notation must also be made:

"Parcel ___ is a substandard lot and was approved by the Village of Richfield under authority of Section 330-11-A of the Village Code of Ordinances. Such parcel shall comply with all applicable regulations relating to legal nonconforming lots which may not exist or which may be established by the Village of Richfield."

And

"Parcel ___ contains an existing structure that does not comply with setback standards in the Village’s Zoning regulations in effect on the date this certified survey map was approved by the Village of Richfield. Such structure shall comply with all applicable regulations relating to legal nonconforming structures which may not exist or which may be established by the Village of Richfield."

Village Engineer Ron Dalton has reviewed the proposed Four-Lot CSM and has recommended approval provided various conditions of approval be met. On Sheet 1:

- Village Ordinances requires that minimum setback lines be shown on the CSM.
- Show the locations of all existing well and sanitary systems.
- Section 330-11(E)(1) of the Village Code requires that if a CSM is approved with one or more substandard lots, a notation shall be shown on the face of the survey.

Sheet 2 and 3:

- Village ordinances requires that minimum setback lines be shown on the CSM.

Sheet 4:

- Remove “Village of Richfield Plan Commission” from Owner’s Certificate. The Plan Commission is advisory only.
- Remove Village of Richfield Plan Commission Approval Signature block.
- Assuming there is no Mortgage on the properties or if there is, there needs to be a Consent of Corporate Mortgagee added for signatures.

In terms of the rezoning, the easiest way to show the portions of the parcel that are being changed are to refer to the exhibits. On Lot 1, a portion of the proposed property is being rezoned from A-1, Exclusive...
Agricultural District to Rs-2, Single Family Residential District. The purpose of this rezoning is because the driveway access is actually on Lot 2. That portion of the property that doglegs is being absorbed into Lot 2 and going from Rs-1, Country Estates District to A-1, Exclusive Agricultural District. Lot 3 is taking on additional land from Lot 2 and going from Exclusive Agricultural District to Rs-1, Country Estates District. The remaining interplay between Lot 3 and Lot 4 is just swapping exact square footage and has been incorporated into the proposed ordinance, although it's debatable whether or not that was actually necessary.

On May 3rd, the Plan Commission held a scheduled Public Hearing. A Class II Public Hearing Notice ran in the West Bend Daily News on two separate publications for two (2) consecutive weeks. Properties within 300' of the subject land were notified in excess of 10 days before the date of the scheduled Public Hearing. Village Staff did not receive any written commentary from any surrounding property owners. At the conclusion of the Public Hearing, the following motion was made:

Rezoning Approval:
Motion by Commissioner Berghammer to recommend to the Village Board the approval of the proposed Rezoning for properties identified in Ordinance O2018-05-02 by Tax Keys V10_091800C, V10_0918, V10_091900B, and V10_091900A, 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; 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.

Seconded by Commissioner Lalk; Motion passed without objection.
The Plan Commission then took subsequent action on the proposed Four-Lot CSM with the following motion:

**CSM Approval:**
Motion by Commissioner Lalk to recommend to the Village Board the approval of the proposed Four-Lot CSM, for properties identified by Tax Keys V10_091800C, V10_0918, V10_091900B and V10_091900A, subject to the General Conditions of Approval listed below which must be satisfied before the CSM is released for recording by Washington County.

**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.

Seconded by Commissioner Bartel; Motion passed without objection.

**Fiscal Impact:**
Initial Project Costs: N/A
Future Ongoing Costs: N/A
Physical Impact (on people/space): Boundary Line Relocations on Non-Conforming Parcels
Residual or Support/Overhead/Fringe Costs: N/A
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 17, 2018

SUBJECT: Rezoning petition and CSM Review (Tax Keys: V10_091800C, 0918, 091900B, 091900A)

DATE SUBMITTED: May 10, 2018

SUBMITTED BY: Jim Healy, Village Administrator

ATTACHMENTS:
1. Proposed CSM drafted by Eric Schmitz
2. Letter drafted by Village Engineer Ron Dalton dated April 24, 2018
3. Washington County GIS Aerial Overview of subject properties
4. Ordinance O2018-05-02, an Ordinance to rezone various parcels

STAFF RECOMMENDATION:

Motion #1
Rezoning Approval:
Motion to approve the proposed Rezoning for properties identified in Ordinance O2018-05-02 by Tax Keys V10_091800C, V10_0918, V10_091900B, and V10_091900A, 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; 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.
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 17, 2018

SUBJECT: Rezoning petition and CSM Review (Tax Keys: V10_091800C, 0918, 091900B, 091900A)

DATE SUBMITTED: May 10, 2018
SUBMITTED BY: Jim Healy, Village Administrator

Motion #2

CSM Approval:
Motion to approve the proposed four-lot CSM, for properties identified by Tax Keys V10_091800C, V10_0918, V10_091900B, and V10_091900A, subject to the General Conditions of Approval listed below which must be satisfied before the CSM is released for recording by Washington County.

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:

[Signature]
Village Staff Member

[Signature]
Village Administrator

Resolution No. ____________________________
Ordnance No. ____________________________
Approved ____________________________
Other ____________________________

Continued To: ____________________________
Referred To: ____________________________
Denied ____________________________
File No. ____________________________
Certified Survey Map
Part of the SW ¼ of the NE ¼ and the NW ¼ of the SE ¼ and the SW ¼ of the SE ¼, and being a re-division of LOT 1 of Certified Survey Map No. 1247 and LOT 1 of Certified Survey Map No. 3066 all of which are located in Section 25, Town 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin,

LOT 1

LOT 2

LOT 3

LOT 4

17-7-2018
Eric M. Schnitz
(S-1600) DATE

Eric M. Schnitz Corporation
Darryl & Linda Voss
3036 Willow Creek Road Unit A
West Bend, WI 53095
(262) 339-6994

Thomas & Pamela Voss
3036 Willow Creek Road Unit A
Colgate, WI 53017
(262) 227-4690

Parmley Surveying
Colgate, WI 53017

This instrument was drafted by Eric M. Schnitz, S-1600 SHEET 1 of 4
Certified Survey Map

Part of the SW ¼ of the NE ¼ and the NW ¼ of the SE ¼ and the SW ¼ of the SE ¼, and being a re-division of LOT 1 of Certified Survey Map No. 2476 and LOT 1 of Certified Survey Map No. 3066 all of which are located in Section 25, Town 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin,

LOT 1

NET: 2,033,339 sq.ft. (46.679 AC)
ROW: 15,549 sq.ft. (0.359 AC)
TOTAL 2,040,988 sq.ft. (47,038 AC)

33' (13,244 sq.ft.) dedicated to the public for road purposes.

LOT 2

NET: 2,033,339 sq.ft. (46.679 AC)
ROW: 15,549 sq.ft. (0.359 AC)
TOTAL 2,040,988 sq.ft. (47,038 AC)

37'5" (per CSM No. 5003) (11,036 sq.ft.) dedicated to the public for road purposes.

Legend

- DENOTES A 1" IRON PIPE FOUND
- DENOTES A 3/4" IRON PIPE FOUND
- DENOTES A 3/4" IRON PIPE ROD FOUND
- DENOTES A 3/4" IRON PIPE ROD SET
- DENOTES 1½" IRON PIPE ROD SET
- DENOTES 1½" IRON PIPE SET WEIGHTING NOT LESS THAN 1.15 LB/FT.

center of sec 25-9-19

Eric M. Schmitz (S-1660) DATE

This instrument was drafted by Eric M. Schmitz, S-1660

sheet 2 of 4

55
Certified Survey Map

Part of the SW 1/4 of the NE 1/4, and the NW 1/4 of the SE 1/4, and the SW 1/4 of the SE 1/4,
and being a re-division of LOT 1 of Certified Survey Map No. 2476 and LOT 1 of
Certified Survey Map No. 3066 all of which are located in Section 25, Town 9 North,
Range 19 East, Village of Richfield, Washington County, Wisconsin,
Certified Survey Map

Part of the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4, and being a re-division of LOT 1 of Certified Survey Map No. 2476 and LOT 1 of Certified Survey Map No. 3006 all of which are located in Section 25, Town 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.

Show the locations of all existing well and sanitary systems.

LEGEND

---

This instrument was drafted by Eric M. Schmitt, LOM SHEET 1 of 4

Eric M. Schmitt (5-1660) DATE

57
Certified Survey Map

Part of the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4, and being a re-division of LOT 1 of Certified Survey Map No. 2476 and LOT 1 of Certified Survey Map No. 3066 all of which are located in Section 25, Town 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin,

LOT 3
NET: 174,240 sq.ft. (4.000 AC)
ROW: 1,056 sq.ft. (0.038 AC)
TOAL: 175,990 sq.ft. (4.038 AC)

LOT 4
NET: 125,137 sq.ft. (3.000 AC)
ROW: 102 sq.ft. (0.003 AC)
TOAL: 125,239 sq.ft. (3.003 AC)

lot 2
NET: 403,539 sq.ft. (9.679 AC)
ROW: 15,165 sq.ft. (0.359 AC)
TOTAL: 418,704 sq.ft. (9.038 AC)

Certified Survey Map Number

Eric M. Schmidt (S-1660) DATE
77-77-2018

Scale 1" = 100'

Legend
- Recorded as
- Shaded A 1½ IN DIA. PLY FOAM
- Shaded A 3/4 IN DIA. PLY FOAM
- Shaded A 1 IN DIA. PLY FOAM
- Shaded A 1½ IN DIA. PLY FOAM
- Shaded A 3/4 IN DIA. PLY FOAM
- Shaded A 1 IN DIA. PLY FOAM
- Shaded A 1½ IN DIA. PLY FOAM
- Shaded A 3/4 IN DIA. PLY FOAM
- Shaded A 1 IN DIA. PLY FOAM

This instrument was drafted by Eric M. Schmidt, S-1660

SHEET 3 of 4
Certified Survey Map

Part of the SW ¼ of the NE ¼ and the NW ¼ of the SE ¼ and the SW ¼ of the SE ¼, and being a re-division of LOT 1 of Certified Survey Map No. 2475 and LOT 1 of Certified Survey Map No. 3066 all of which are located in Section 25, Town 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.

Surveyor's Certificate:

I, Eric M. Schneider, registered land surveyor, hereby certify that by the direction of Darryl J. and Linda R. Voss and Thomas K. & Pamela A. Voss, I have surveyed, divided, mapped, and shown the land described herein, part of the SW ¼ of the NE ¼ and NW ¼ of the SE ¼ and SW ¼ of the SE ¼ and being a re-division of LOT 1 of Certified Survey Map No. 2475 and LOT 1 of Certified Survey Map Number 3066, all located in Section 25, Town 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin, described as follows: Containing the SE ¼ of Section 25, also being the SE ¼ of the SE ¼ corner of Section 25, all of which are located in Section 25, Town 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin, being a re-division of LOT 1 of Certified Survey Map No. 3066, all of which are located in Section 25, Town 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin, and being the SE ¼ of the SE ¼ of Section 25, also being the SE ¼ of the SE ¼ of Section 25, all of which are located in Section 25, Town 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.

Owner's Certificate:

As owner(s), we hereby certify that we caused the land shown and described above to be surveyed, divided, and mapped 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 and the Village of Richfield Village Board.

Witness the hand and seal of said owners this _____ day of ________, 2018, In the presence of:

Darryl A. Voss
Linda R. Voss
Thomas K. Voss
Pamela A. Voss

(STATE OF WISCONSIN WASHINGTON COUNTY)

Witness ____________________________

Notary Public, Wisconsin

VILLAGE OF RICHLFIED PLAN COMMISSION APPROVAL

This land division is hereby approved by the Village of Richfield, Plan Commission on this _____ day of _______, 2018.

James G. Caves, Chairman

VILLAGE OF RICHLFIED VILLAGE BOARD APPROVAL

This land division is hereby approved by the Village of Richfield Village Board on this _____ day of _______, 2018.

John Jeffords, Village President
Donna Cox, Deputy Clerk

Eric M. Schneider 15-16601 DATE

This instrument was drafted by Eric M. Schneider 1-in SHEET 4 of 4.
April 24, 2018

Mr. James Healy, Village Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, Wisconsin 53033

RE: Voss Certified Survey Map (CSM) Review

Dear Mr. Healy,

We have completed our review of the above referenced CSM received on April 19, 2018. The CSM was prepared by Eric Schmitz Corporation, Eric M. Schmitz, R.L.S. It is our understanding that the proposed Land Division is being proposed under section 330-11.1 of the Village Code. We have the following comments and recommendations:

Sheet 1:
- Village ordinance requires that minimum setback lines be shown on the CSM.
- Show the locations of all existing well and sanitary systems.
- Section 330-11.1.E.(1) of the Village Code requires that if a certified survey map is approved with one or more substandard lots, a notation shall be shown on the face of the survey as follows:
  - Lot 3 has 7 sides, Lot 2 has 18 sides, Section 330-42.B.(15) requires that lots shall have no more than 5 sides.

Sheet 2 & 3:
- Village ordinance requires that minimum setback lines be shown on the CSM.

Sheet 4:
- Remove "Village of Richfield Plan Commission" from Owner's Certificate's the Plan Commission is advisory only.
- Remove Village of Richfield Plan Commission Approval Signature block.
- Assuming there is no Mortgage on the properties or if there is, there needs to be a Consent of Corporate Mortgagee added for signatures.

Please see the enclosure for illustration of the above comments.
Submitted data has been reviewed for conformance with generally accepted surveying practices and Village policies. Although this data has been reviewed, the surveyor is responsible for the thoroughness and accuracy of survey and supplemental data and for compliance with all state and local codes, ordinances, and procedures. Modification to the survey, etc. may be required should errors or changed conditions be found at a future date.

Please contact me at our Cedarburg office (phone 262-204-2341) if you require any additional information or if you have any questions.

Sincerely,

CEDAR CORPORATION

Ron Dalton, P.E.
Director/Office Manager

RD/bg

Enclosure(s): As Noted

c: Eric M. Schmitz, Eric Schmitz Corporation, w/encl., via email
AN ORDINANCE TO REZONE PORTIONS OF THE FOLLOWING PARCELS V10-091800C, V10-0918, V10-091900B, and V10-091900A 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 is acting as the petitioner to rezone the following parcels of land: Tax Keys: V10-091800C, V10-0918, V10-091900B, and V10-091900A in the Village of Richfield; and

WHEREAS, the subject properties contain approximately 2.136 acres, 47.038 acres, 4.038 acres, and 3.24 acres; and

WHEREAS, the property owner is requesting to change the zoning of a portion of Lot 1 from A-1, Exclusive Agricultural District to Rs-2, Single Family Residential District (Tax Key: V10-091800C); and

WHEREAS, the property owner is requesting to change the zoning of a portion of Lot 2 from Rs-1, Country Estates District to A-1, Exclusive Agricultural District (Tax Key: V10-0918); and

WHEREAS, the property owner is requesting to change the zoning of a portion of Lot 3 from A-1, Exclusive Agricultural District to Rs-1, Country Estates District (Tax Key: V10-091900B); and

WHEREAS, the property owner is requesting to change the zoning of a portion of Lot 4 from Rs-1, Country Estates District, to Rs-1, Country Estates District (Tax Key: V10-091900A); 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 May 3, 2018; 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 consistent with 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 Exhibit 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 17th day of May, 2018

John Jeffords, Village President

Attest: Jim Healy, Village Administrator/Clerk
VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 17, 2018

SUBJECT: Ordinance Amendments to Sect. 70.196(G)(5) and 70.196(G)(6), Rd-2, Two-Family Res.

DATE SUBMITTED: May 10, 2018
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 PETITIONED ORDINANCE AMENDMENTS?

ISSUE SUMMARY:

Throughout the Village there are several properties that are considered “two-family” which have legal, non-conforming rights to be a duplex. However, parcels located in Fairway Fields are the only properties in the Village of Richfield which permits two-family duplexes as a “right” or as a principal permitted use. While the adoption of this Section of Code and this subdivision predates my employment with the Village, Staff researched the legislative history regarding this development.

Approximately nine (9) years ago, the Rd-2 Ordinance as it exists today was adopted by the Village Board after a joint public hearing. The creation and adoption of this Ordinance was the culmination of work done by a Village-created subcommittee tasked with creating an ordinance specifically for this area and explicitly to have two-family dwellings. Fast-forward to today and a single home in this subdivision has been built. After working with the developer, as directed by the Plan Commission, Village Staff determined that under Wisconsin State Statutes, any multi-family development (two-family homes included) by right could turn into condominiums via the so-called “Condo Conversion Law”.

As such, the developer has reached out to an interested third-party who has signaled an interest in purchasing all remaining lots in the subdivision, but for the one currently built on, for the purposes of creating side-by-side condominiums. Now, he has proposed two (2) homes to be constructed on the property each with a construction cost of approximately $450,000. Unfortunately, these new home plans were denied by the Building Inspection Department due to the percent of lot coverage violation and total lot disturbance requirements. That is the purpose for the petitioned ordinance amendments tonight.

To be clear, the developer is not wishing to modify the setbacks in any way, but allow for a higher percentage of lot coverage which is not uncommon for smaller lots in our community and throughout SE Wisconsin. For the convenience of the Plan Commission, I have included the Plat of Survey for the current home in the subdivision (construction cost of approximately $500,000) and the two (2) proposed for comparison purposes.

In 2014, the Village adopted its Comprehensive Plan. The “Housing Vision Statement” for 2033 was as follows:

“Richfield offers rural residential living choices in harmony with the Village’s rolling hills, wetlands, woodlands, farm fields, and lakes. Single family homes are the primary housing choice, but some additional well-built and maintained alternative housing styles have been built to provide some other choices to young families and seniors. Village codes and ordinances promote attractive residential development with abundant green spaces, scenic views, and trails.”
VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM
MEETING DATE: May 17, 2018

SUBJECT: Ordinance Amendments to Sect. 70.196(G)(5) and 70.196(G)(6), Rd-2, Two-Family Res.
DATE SUBMITTED: May 10, 2018
SUBMITTED BY: Jim Healy, Village Administrator

Comprehensive Plan's Overarching Policies related to Housing: "1. Utilize the patterns presented on the future land use maps as a guide for development. 2. Require new developments to provide links and access to planned trails where feasible. 3. Encourage the integration of varied housing stock and densities within developments or areas designated for higher density residential on the future land use maps. 4. Encourage a range of housing styles and types to support lifestyle needs and preference, which are consistent with our zoning code. 5. Require new housing developments to be consistent with the preservation of scenic beauty and the protection of the environment. 6. Ensure village codes and ordinances are up-to-date in regard to housing concerns."

The Developer and his legal representation, Attorney George Erwin, believe that a condo development in the Village of Richfield would satisfy a demand in our community and be consistent with the Village’s housing vision adopted in our Comprehensive Plan. They have provided Village Staff with a “Declaration of Condominium” and an amendment to the existing “Deed Restrictions” which the Board will be considering later this evening.

The following is a summation of the proposed changes:
70.196(G)(5): “The sum total of the first-floor area of all principal and accessory buildings and structures shall not exceed 8% of the total net lot area”.

In this first subsection, the developer is proposing to strike 8% and replace it 15%. Then, rather than it being calculated on the net lot area, he would propose to have it be the gross lot area.

70.196(G)(6): “The sum total of lot disturbance, excluding all building coverage areas subject to the subsection (G)(5) of this section and including, but not limited to, all grading, tree cutting, filling, digging, and on-site septic system areas, shall not exceed 10% of the net lot area”.

In this second subsection, the developer is proposing to strike 10% and replace it with 12%. Then, rather than it being calculated on the net lot area, he would propose to have it be the gross lot area. However, in this instance where the subdivision has already been platted, the difference between “gross” and “net” are moot.

On May 3rd, the Plan Commission held a scheduled Public Hearing. A Class II Public Hearing Notice ran in the West Bend Daily News on two separate publications for two (2) consecutive weeks. Properties within 300' of the subject land were notified more than 10 days before the date of the Public Hearing. Village Staff did not receive any written commentary from any surrounding property owners. At the Public Hearing, two (2) individuals spoke in favor of the development. At the conclusion of the Public Hearing, the following motion was made:

Motion by Trustee Collins to recommend approval of Ordinance O2018-05-03, an Ordinance amending various Sections 70.196(G)(5) and 70.196(G)(6); Seconded by Commissioner Melzer; Motion passed without
MEETING DATE: May 17, 2018

SUBJECT: Ordinance Amendments to Sect. 70.196(G)(5) and 70.196(G)(6), Rd-2, Two-Family Res.

DATE SUBMITTED: May 10, 2018

SUBMITTED BY: Jim Healy, Village Administrator

FISCAL IMPACT:

- Initial Project Costs: N/A
- Future Ongoing Costs: N/A
- Physical Impact (on people/space): The allowability of larger homes to be constructed in the Rd-2 District
- Residual or Support/Overhead/Fringe Costs: N/A

ATTACHMENTS:

1. Proposed Plats of Survey
2. Approved Plat of Survey in Fairway Fields Subdivision 3112 and 3114 Fairway View Court
3. Ordinance O2018-05-03, an Ordinance to amend Section 70.196(G)(5) and 70.196(G)(6)

STAFF RECOMMENDATION:

Motion to approve Ordinance O2018-05-03, an Ordinance amending Sections 70.196(G)(5) and 70.196(G)(6) of the Village Code related to percent of lot coverage and lot disturbance requirements in the Rd-2, Two-Family District.

APPROVED FOR SUBMITTAL BY:

Village Administrator
SURVEYOR'S CERTIFICATE


"THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THEREOF WITHIN ONE (1) YEAR FROM THE DATE HEREOF, AND TO THEM I WARRANT THE ACCURACY OF SAID SURVEY AND MAP."

DATED THIS 27TH DAY OF FEBRUARY, 2018 AT WALES, WI.

James R. Beaty, RLS 1834

CALLED DIGGERS HOTLINE 1-888-242-8511 TOLL FREE
USE SAFETY GLOVES/BOOTS PRIOR TO EXCAVATION. NOTIFY THE OWNERS BEFORE EXCAVATE.

THE INFORMATION Shown on this drawing concerning type and location of underground utilities is not guaranteed to be accurate. The Contractor is responsible for making his own determination as to the type and location of underground utilities before excavating. As may be necessary to avoid damage. Knowing that additional Utilities are known to exist in the property. The owner will provide written plan for all services and the building that otherwise cannot be located by a visual observation of the property or of which the Surveyor would have no knowledge.

KNOWN AS: Lot 2 of Fairway Fields

LEGAL DESCRIPTION(S):

Lot 2 of Fairway Fields Subdivision, a recorded subdivision plat being a part of the Southeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, County of Washington, State of Wisconsin.

TAX KEY PIN V10_0371002

S89°20'12"W 156.00'

TREELINE & BERM

LOT 2

43,880 s.f.

DO NOT DISTURB SEPTIC AREA

PROPOSED FOUNDATION

EAVINGS GABLED

25' BUILDING SETBACK

WILL BE DRAFTED BY JAMES R. BEATY

LEGEND

1" I.D. - (1,315.00D.) IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
 SQUARE INLET
 STORM SEWER END SECTION
 CABLE PEDESTAL
 ELECTRIC PEDESTAL
 TELEPHONE PEDESTAL

EDGE OF TREES

MARKED GAS LINE
 MARKED ELECTRIC
 MARKED CABLE TV LINE
 MARKED FIBER OPTIC

WAS DRAFTED BY JAMES R. BEATY

Lot 11

LOT 10

LOT 11

"THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF, AND TO THEM I WARRANT THE ACCURACY OF SAID SURVEY AND MAP.

DATED THIS 27TH DAY OF FEBRUARY, 20IS AT WALES, WI.

SURVEYORS CERTIFICATE
I HAVE SURVEYED THE ABOVE PROPERTY AND TO THE BEST OF MY KNOWN AS: Lot 10 of Fairway Fields
LEGAL DESCRIPTION(S):
(PER TAX RECORDS)
Lot 10 of Fairway Fields Subdivision, a recorded subdivision plat being a part of the Southeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, County of Washington, State of Wisconsin.

PREPARED FOR (CLIENT):
TRACY WEBER
WEBER HOMES, INC.
N48W26890 LYNNDALE RD.
PEWALIKEE WI 53072

PREPARED BY:
HORIZON LAND DEVELOPMENT SERVICES, LLC
JAMES R. BEATY, RLS PtS
W313 S2562 PENNY LN.
WALES, WI 53183
1-262-349-1675
www.horizonlanddevelopmentservices.com

CALL DIGGERS HOTLINE
1-800-242-4350 TOLL FREE

THE INFORMATION ABOUT THE SERVICES CONTAINED IN THE DRAWINGS CONCERNING REAR LOCATION OF UNDERGROUND UTILITIES IS NOT WARRANTED FOR ACCURACY OF ANY PARTS. ANY COMPANY OR USER OF THE INFORMATION IS ADVISED TO MAKE THEIR OWN INDEPENDENT DETERMINATIONS AS TO THE LOCATION OF ANY UNDERGROUND UTILITIES. THE OWNER, THE PREPARES, AND ANY COMPANY OR USER OF THE INFORMATION ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR PERSONAL INJURY RESULTING FROM THE USE OR MISUSE OF THE INFORMATION.

LEGEND
● 1" LD. - (3.15G.O.) IRON PIPE (UNLESS OTHERWISE NOTED)
□ SQUARE NEL
□ STORM SEWER END SECTION
□ CABLE PEDISTAL
□ ELECTRIC PEDISTAL
□ TELEPHONE PEDISTAL
□ EDGE OF TREES
□ SCAFFOLDING SHEAR WALL
■ W-MAKED GAS MAN
W-MAKED ELECTRIC
N-MAKED CABLE TV LINE
M-MAKED FIBER OPTIC
LOT 6 OF FAIRWAY FIELDS, BEING A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 13, TOWN 9 NORTH, RANGE 19 EAST, VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

SUGGESTED TOP OF FOUNDATION: 1013.50
SUGGESTED GARAGE SILLS: 1013.17
SUGGESTED YARD GRADE: 1012.62
SUGGESTED SOUTH EXPOSURE GRADE: 1009.50
TOP OF FOOTING: 1005.50

REFERENCE BEARINGS REFERENCED TO THE SOUTH LINE OF THE SE 1/4 13-9-19 AND BEARS N 89°16'02" E

RE-BAR FOUND
BENCH MARK
EL 1009.30

STATE OF WISCONSIN
COUNTY OF JEFFERSON

WE, PIONEER ENGINEERING & SURVEYING, DO HEREBY CERTIFY THAT WE HAVE MADE THIS SURVEY AND THAT THE INFORMATION AS SHOWN ON THE ABOVE PLAT OF SURVEY IS TRUE AND CORRECT REPRESENTATION THEREOF.

PIONEER ENGINEERING
AND SURVEYING, LLC.
CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS
3902 C.T.H. "B"
JOHNSON CREEK, WI 53038
CELL 414 851-0490 E-MAIL: kat@pioneering@tds.net
AN ORDINANCE
TO AMEND SECTION 70.196(G)(5) AND 70.196(G)(6) OF THE VILLAGE OF RICHFIELD VILLAGE CODE RELATING TO FIRST FLOOR AREA AND BUILDING COVERAGE REQUIREMENTS IN RD-2, TWO FAMILY RESIDENTIAL DISTRICT

WHEREAS, the proposed amendment will generally allow the owners of such establishments, commonly identified as Fairway Fields, to be considered legal, conforming land uses, consistent with the review and approval requirements in the zoning regulations; and

WHEREAS, the Village Plan Commission held a joint public hearing on May 3rd, as required by Section 70.163(E) of the Village of Richfield Zoning Ordinance, after providing due notice as required by Section 70.45 of the Village of Richfield Zoning Ordinance; and

WHEREAS, following the joint public hearing, the Village Plan Commission reviewed the proposed changes and recommended that the petition by Staff be granted as requested; and

WHEREAS, following the joint public hearing, and upon due consideration of the recommendation from the Village Plan Commission, the Village Board finds that the public necessity, convenience, welfare and good zoning practice requires that the amendment to the zoning ordinance be granted as recommended by the Village Plan Commission;

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

SECTION 1: Chapter 70 of the Village of Richfield Village Code entitled “Zoning Code”, Section 70.196 entitled “RD-2, Two-Family Residential District,” subsection (G) entitled “Building setbacks, yards, building coverage and lot disturbance,” is hereby amended to read as follows:

G. Building setbacks, yards, building coverage and lot disturbance. Building setbacks, yards, building coverage, and lot disturbance in the Rd-2 district are as follows:

1. There shall be a minimum building setback and front yard not less than 60 feet from existing and proposed rights-of-way of all state and county highways and Village section line roads and not less than 50 feet from existing and proposed rights-of-way of all other Village streets and roads.
2. For two-family dwellings there shall be a minimum building setback and side yards on both sides of not less than 25 feet.
3. There shall be a minimum building setback and rear yard of not less than 40 feet from a principal structure.
4. There shall be a minimum building setback for all residential accessory structures and uses in the side and rear yards of not less than 10 feet.
5. The sum total of the first floor area of all principal and accessory buildings and structures shall not exceed 15% of the total gross lot area.
6. The sum total of lot disturbance, excluding all building coverage areas subject to subsection (G)(5) of this section and including, but not limited to, all grading, tree cutting, filling, digging, and on-site septic system areas, shall not exceed 12% of the gross lot area.
SECTION 2. SEVERABILITY. The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific Section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Passed and adopted this 17th day of May, 2018

John Jeffords, President

ATTEST:

Jim Healy, Village Administrator
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 17, 2018

<table>
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<tr>
<th>SUBJECT:</th>
<th>Declaration of Condominium and Deed Restriction Amendment – Fairway Fields</th>
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<tbody>
<tr>
<td>DATE SUBMITTED:</td>
<td>May 10, 2018</td>
</tr>
<tr>
<td>SUBMITTED BY:</td>
<td>Jim Healy, Village Administrator</td>
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**POLICY QUESTION:** **DOES THE VILLAGE BOARD WISH TO APPROVE THE DECLARATION OF CONDOMINIUM AND DOES THE VILLAGE BOARD WISH TO APPROVE THE PROPOSED DEED RESTRICTION AMENDMENTS?**

**ISSUE SUMMARY:**

Declaration of Condominium
As previously discussed in the proposed ordinance amendment to the Rd-2, Two-Family Residential District, the property is under contract for purchase. The new developer, Mr. Tracey Weber, has signaled an interest in turning the remaining lots into a condo development. Under Wisconsin State Statutes, property owners who have multi-family rights, by law, can become condominium developments. This fact was researched and found by Village Staff as a part of the direction given to them by the Plan Commission back in December of 2017. The Village Attorney has reviewed the Declaration of Condominium and has recommended a ‘conditional approval’ subject to the terms and conditions listed below. Much of the comments were administrative in nature, but two (2) policy questions remain for the Board to consider as a part of the motion:

1. Does the Village Board wish to be an approving authority for any future amendment to the Declaration of Condominium? – **Staff’s recommendation is that we should remain an approving authority.**
2. Does the Village Board want to exempt the Village from any fees or special assessments that may be levied against it should it, at some point in the future, repossess a property for failure to pay taxes? – **Staff’s recommendation is that we be exempt from all fees related to the development if we were to come into ownership of any lot in the development.**

Amended and Restated Declaration of Restriction and Covenants for Fairway Fields Subdivision
As you can tell from the March 23, 2018 communication from Attorney John Macy, originally, the proposed new developer was requesting a multitude of changes related to the above-referenced document. While some of them may be minor in nature and required clarification from the developer, based on the Attorney’s comments a revised version of the document was submitted on April 3, 2018 which makes minor modifications. For the convenience of the Board, these changes are noted utilizing the redline feature in MS Word. The changes leave essentially the entire document as it was approved in place, with only three (3) minor edits to reference the fractional ownership of the condo units.

Of particular importance for these types of documents is Section 11.04 of the document which essentially states the Village has the ‘right’ but not the ‘obligation’ to enforce the terms and conditions contained therein.

**FISCAL IMPACT:**

<table>
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<tr>
<th>Reviewed by:</th>
<th>Village Deputy Treasurer</th>
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- Initial Project Costs: N/A
- Future Ongoing Costs: N/A
- Physical Impact (on people/space): The allowability of condos to be constructed in the Rd-2 District
- Residual or Support/Overhead/Fringe Costs: N/A
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 17, 2018

SUBJECT: Declaration of Condominium and Deed Restriction Amendment — Fairway Fields

DATE SUBMITTED: May 10, 2018

SUBMITTED BY: Jim Healy, Village Administrator

ATTACHMENTS:
1. Communication from Attorney John Macy dated March 23, 2018
2. Declaration of Condominium — Fairway Fields Subdivision (draft date 3/30/18)
3. Amended and Restated Declarations of Restrictions and Covenants for Fairway Fields Subdivision

STAFF RECOMMENDATION:

Motion #1

Motion to approve the proposed Declaration of Condominium subject to the following General Conditions of Approval:

General Conditions of Approval:
1. On page 4, Section 4.02(d), typo in the last line should be “by” and not “b”.
2. Article XIII be amended to require the developer to receive approval from the Village Board any time an amendment is sought.
3. Section 7.11 be added to state that "No fees or assessments in the event of tax forfeiture. The Village of Richfield shall not be liable for any fees or special assessment or general assessment in the event Washington County or the Village of Richfield become the owner of one or more unity in the condominium by reason of tax delinquency”.
4. A signature block be added for the Village President and Village Administrator to be witnessed by Notary.
5. The Village Board shall also approve the proposed amendment to the Amended and Restated Declaration of Restriction and Covenants for Fairway Fields Subdivision.
6. The document be filed at the Washington County Register of Deeds once deemed acceptable by the Village.
7. All professional fees related to the development review be paid by the petitioner or the original developer.

Motion #2

Motion to approve the proposed Amended and Restated Declarations of Restriction and Covenants for Fairway Fields Subdivision subject to the following General Conditions of Approval:

General Conditions of Approval:
1. The Village Attorney approve of the proposed changes to the document, in writing.
2. The Village Board shall also have approved the Declaration of Condominium.
3. The document be filed at the Washington County Register of Deeds once deemed acceptable by the Village.
4. All professional fees related to the development review be paid by the petitioner or the original developer.
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 17, 2018

SUBJECT: Declaration of Condominium and Deed Restriction Amendment – Fairway Fields

DATE SUBMITTED: May 10, 2018

SUBMITTED BY: Jim Healy, Village Administrator

APPROVED FOR SUBMITAL BY:

[Signature]

Village Administrator

VILLAGE CLERK USE ONLY

BOARD ACTION TAKEN

Resolution No. ____________________
Ordinance No. ____________________
Approved ____________________
Other ____________________

Continued To: ____________________
Referral To: ____________________
Denied ____________________
File No. ____________________
March 23, 2018

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

Re: Fairway Fields
Declaration of Restrictions Amendment
Declaration of Condominium
Legal Review

Dear Mr. Healy:

I received your request that I review the two documents that you forwarded to my attention, that would convert part of the Fairway Field subdivision into condominium ownership. I have had an opportunity to carefully consider this matter.

1. Declaration of Restrictions Amendment. Based upon my review, I am not able to approve the form of this Amendment. I note the following comments, questions, concerns and recommendations in this regard:

   a. This removes numerous requirements from the currently existing Declaration of Restrictions, that may be contrary to the Village’s intent. Moreover, I do not see these issues added into the Declaration of Condominium. Examples are as follows:

      • Section 3.05 of the existing Declaration describes the Architectural Control Committee and approvals required for construction, and this has been eliminated.

      • Section 3.06 of the existing Declaration imposes minimum dwelling living areas, and this has been eliminated.

      • Section 3.07 of the existing Declaration describes building setback lines, and this has been eliminated.
• Section 3.08 describes garage and driveway requirements, and this has been eliminated.

• Section 3.09 describes roofing materials and construction, and this has been eliminated.

• Section 3.10 describes existing building materials and dwelling quality, and this has been eliminated.

• Section 3.12 describes preservation of trees, and this has been eliminated.

• Section 3.13 describes ground fill and building site, and this has been eliminated.

• Section 3.14 describes construction materials – storage, and this has been eliminated.

• Section 3.15 describes landscaping, and this has been eliminated.

• Section 3.16 describes swimming pools, and this has been eliminated.

I recommend that you require the Developer to explain why these changes have been made and consider whether this is acceptable as a policy matter. If the Developer believes any or all of these provisions have been retained in a different form in one of the documents currently under consideration, the Developer can provide that explanation and I would be happy to consider it further. Ultimately, the Village Board will need to determine if removal of these Sections is acceptable.

b. Section 3.2 of the proposed Amendment should be further considered, because it is not currently consistent, particularly in Subsections (c) and (d). In particular:

• In the last line of Section 3.2(c), where it says “totaling 8” is that meant to say “totaling 18”?

• This Section 3.2(c) does not allow for any adjustment of this distribution of assessments in the event another lot becomes subject to condominium form of ownership. It would be better to address that possibility now, given that it is apparently contemplated that another lot will be added in the future. (Section 5.01 of the Declaration of Condominium provides one possible mechanism for this, for example.)

• Section 1.01(g) defines “Lot Owner,” in part, as “an owner of a ... Unit ....” Sections 3.2(c) and (d) do not use the term in this sense, however, and this inconsistency will need to be corrected. For
example, the statement in 3.2(c) that “each Lot Owner shall be responsible for 1/11th of such assessments” is not, I believe, the intent as to the Unit Owners. Consider whether the definition of “Lot Owner” in Section 1.01(g) should be modified to say that each owner of a Unit is an Owner of a 50% interest in a Lot?

- With that in mind, though, Section 3.2(d) may need to be modified where it refers to “undivided shares,” if the interest of each Lot are being divided.

c. The foregoing concerns arise again in Section 3.4(b) where is says that each “Lot Owner shall be responsible for 1/11th of such costs.” If a Unit Owner is a Lot Owner as defined by Section 1.01(g), this fraction is not correct.

d. In Section 3.8, in the 4th line, I believe the word “Low” is meant to be “Lot.” Also related to this issue, though, throughout the entire document, the reference to Lot Owner will need to be carefully considered to ensure that the defined sense is intended.

e. In Section 4.01, I am concerned about the voting procedures described for the Homeowners Association. As outlined in this Article 4, the Owners of Lot 5 and Lot 6 effectively have no voting authority, and every question will be decided by the Condominium Association. The Condominium Association votes as an Association, getting 9 votes on every question, so those votes will outweigh the votes of Lots 5 and 6 every time. Moreover, each of the 11 Lots currently has one vote, and this Amendment effectively takes away the votes of Lots 5 and 6. This raises due process concerns. This also gives rise to risks of dispute.

f. On page 10, Section 5.02(b), the parenthetical should end at the end of the paragraph, not after the word “purchasers,” so that parenthesis should be adjusted accordingly.

g. On page 13, Section 10.04(a) the Section references in the third line are not correct. I believe this is intended to refer to Sections 3.2, 3.4 and 3.13. You may want to consider whether the Village would like the ability to enforce any other provisions of this Declaration of Restrictions, and if so, those additional Sections could be added.

2. Declaration of Condominium. I approve the form of the Declaration of Condominium subject to the following comments, questions, concerns and recommendations in this regard:

a. On page 4, Section 4.02(d) in the last line, there is a typo. The single letter “b,” I believe is intended to be the word “by.”

b. Article XIII describes amendment of the Condominium Declaration. You could consider requiring any such amendment being subject to the approval of the Village, for the same reasons that the Village is reviewing
the document now. If that is your intent, I could propose language to amend this Article XIII on request.

c. I recommend that a new Section 7.11 be added to the declaration to say:

"No fees or assessments in event of tax forfeiture. Neither Waukesha County nor the Village of Richfield shall be liable for any fees or special assessment or general assessment in the event that Waukesha County or the Village of Richfield become the owner of one or more unit in the condominium by reason of tax delinquency."

If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

John P. Macy

John P. Macy

EJL/egm
cc: Donna Cox, Village Deputy Clerk
C:\MyFiles\JPMRichfieldFairway Files\Healy 3.22.18.docx
DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this ____ day of ______________, 2018, by Fairway Fields, LLC a Wisconsin limited liability company (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01. Name. The name of the condominium created by this Declaration (the "Condominium") is "Fairway Fields."
2.02. Legal Description. The land comprising the Property (the “Land”) is located in the Village of Richfield, County of Washington, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03. Address. The Unit addresses of the Condominium are set forth on Exhibit C.

ARTICLE III
DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall initially consist of eighteen (18) units (individually a “Unit” and collectively the “Units”) located in the constructed and to be constructed buildings (individually, a “Building” and, collectively, the “Buildings”) identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the “Condominium Plat”). The Declarant reserves the exclusive right to alter and modify floor plans and architectural elements of each Unit by an addendum to this instrument without being an amendment under Article XIII hereof. The Condominium Plat shows sample floor plans for a Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 1 through 18, inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a “Unit Owner.” Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02. Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit is the undersurface of the roofing joints and roof planking above such Unit.

(b) Lower Boundary. The lower boundary of the Unit is the horizontal plane of the undersurface concrete slab below the basement of the Unit.

(c) Perimetrical Boundary. The perimetrical boundaries of each Unit, with respect to outside perimeter walls, is the vertical plane of the inner surface of the exterior wall of such Unit and with respect to walls separating the Unit from other Units or Common Elements, the exterior surface of the studs supporting the drywall, wood or plaster perimeter walls separating the subject Unit from other Units or Common Elements.

3.03. Description of Units. It is intended that the surface material of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now of hereafter located within such boundaries, including:

(a) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.
(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the supply lines, waste lines, wires, conduits, piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving that Unit.

(g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Building are Common Elements. Any structural components consisting of plumbing, electrical, mechanical and public or private utility lines running through a Unit and serving only that Building, shall be deemed to be Limited Common Elements appurtenant to such Building or Units thereof.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The common elements (the “Common Elements”) include the following:

(a) Each Unit has appurtenant Common Elements, which consist of both General and Limited Common Elements.

(b) Limited Common Elements are reserved for the exclusive use of the Unit to which they are appurtenant. Limited Common Elements of each Unit consist of: (i) covered patio, patio or deck appurtenant to a Unit; (ii) light fixture(s) and light bulb(s) lighting the patio or deck and front porch, if any; (iii) Unit mailbox; (iv) driveway connecting the Unit garage and adjacent public or private street; (v) sidewalk extending from front door to point of intersection with public sidewalk or street, as applicable; (vi) Unit Landscape Planting Area depicted on the Plat; and Unit Yard Area are the areas on a Lot outside the Landscape Planting Area as depicted on the Plat. Limited Common Elements reserved for the exclusive use of more than one Unit are specifically designated on a by Building basis and consists of such Building’s roof, foundation and exterior walls.

(c) General Common Elements shall consist of all of the Condominium except the Units and Limited Common Elements. Such General Common Elements shall include, without limitation: all paved and landscaped areas, storm water retention ponds, drainage ways, swales, ditches, signage, landscaping and lampposts.
(d) Unit Landscape Plant Areas, as depicted on Exhibit B on the Plat, are lands adjacent to Buildings extending ten (10) feet from the Building front elevation and ten (10) feet from the Building side and rear elevations. Unit Owners of Units adjacent to a particular Unit Landscape Plant Area shall have the option to install additional plantings and/or landscape features into the appurtenant Unit Landscape Plant Area in addition to those installed with initial Building construction. Prior to any installation of any additional plantings and/or landscape features outside a Unit Landscape Plant Area ("Unit Yard Area"), a Unit Owner shall petition and receive approval from the Board of Directors. Permitted plantings and/or landscape features within the Unit Landscape Plant Area shall be limited to plants and/or landscape features that shall not exceed three (3) feet in height at maturity and shall consist of flowers, flowering bushes and similar plantings, which contribute and are consistent with overall aesthetics of the Condominium. No fencing or playground equipment may be installed within or around Unit Yard Areas without approval of the Board of Directors. Any plantings and/or landscape features installed by a Unit Owner pursuant to this Section shall be the sole responsibility of such Unit Owner to maintain same in a good and substantial condition, including replacing any dead or failed plantings and/or landscape features. If the Board determines that a Unit Owner is not maintaining plantings and/or landscape features installed by such Unit Owner or a predecessor in title to such Unit, the Board may have the plantings and/or landscape features removed and assess the Unit Owner for costs of removal. Upon any sale of a Unit, the transferring Unit Owner shall inform the transferee owner of the transferee’s responsibility to continue to maintain plantings and/or landscape features installed in the Unit Yard Area by the transferring Unit Owner.

4.03. Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner’s enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.
ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article VI, the percentage interest shall be recalculated. Initially, each Unit’s percentage shall be 1/18%.

5.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner’s undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03. Voting. The vote of each Unit at meetings of the Association (as defined in Article VII) shall be equal to the percentage of interest in the Common Elements pertaining to such Unit.

5.04. Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner’s name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

RIGHT TO EXPAND

6.01. Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit D attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Washington County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

6.02. Number, Location, and Style of Units. The maximum number of Units in the Condominium as expanded shall be 22. Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements. All Units constructed within the expansion area shall be for residential use.
6.03. **Effect on Percentage Interest in Common Elements.** Upon any expansion as described in this Article VI, the percentage interest in the Common Elements appurtenant to each Unit and calculated under Section 5.01 shall change to be a percentage equal to one divided by the total number of Units within the Condominium as so expanded.

6.04. **Effective Date of Expansion.** The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Washington County Register of Deeds, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits, and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

6.05. **Effect of Expansion.** Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the percentage interests in the Common Elements, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interests in the Common Elements appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through, and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant’s use of the easement shall be Declarant’s responsibility.

**ARTICLE VII**

**CONDOMINIUM ASSOCIATION**

7.01. **General.** Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as “Fairfield Ways Condominium Association” (the “Association”), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association’s articles of incorporation (the “Articles”) and bylaws (the “Bylaws”), the Condominium Ownership Act, this Declaration, and Chapter 181, Wisconsin Statutes (the “Wisconsin Nonstock Corporation Law”). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the “Rules and Regulations”), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

7.02. **Declarant Control.** Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold...
has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, assuming that the Condominium has been fully expanded under Article VI; or (c) thirty (30) days after the Declarant’s election to waive its right of control.

7.03. Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 6.02.

7.04. Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining certain Limited Common Elements which results from disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements. The Association, upon fifteen (15) days’ prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities installed by Declarant or the Association, including lawns, landscaping, sidewalks, bicycle paths, and parking areas.

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), keep the Limited Common Elements appurtenant to the Unit free from debris and clutter, maintain, repair and replace patios, decks (including without limitation, repainting, refinishing or staining), and sidewalk appurtenant to such Owner’s Unit as Limited Common Elements, replace light bulbs illuminating such patios and decks, maintain and replace all plantings and/or landscape features added by the Unit Owner or the Unit Owner’s predecessor in title, beyond those included with initial Unit construction and keep such additional plantings trimmed and kept in a condition consistent with plantings installed with initial construction such plantings are maintained by the Association, except to the extent any repair cost is paid by the Association’s insurance policy described in Section 9.01. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for
which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

7.05. **Common Expenses.** Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; private trash collection, if applicable; and maintenance and management salaries and wages. Certain Limited Common Elements shall be the responsibility of the appurtenant Unit Owner to maintain and repair consisting of their individual Unit(s) mailbox, driveway connecting the Unit garage to the adjacent public street, sidewalk extending from front door to point of intersection with public sidewalk or street, Unit Landscape Planting Areas, roof, foundation and exterior walls of the single Building serving such Units.

7.06. **General Assessments.** The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's
Units were subject to full General Assessments, based on the annual operating budget then in effect. During
the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit
Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has
established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund
assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and
(b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the
earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of
the Building in which the Unit is located has been completed.

7.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special
assessments (the “Special Assessments”) against the Unit Owners, or any of them, for deficiencies in the case
of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of
improvements to the Common Elements; for the collection of monies owed to the Association under any
provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other
purpose for which the Association may determine a Special Assessment is necessary or appropriate for the
improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such
manner as the Association may determine. Any Special Assessment or installment not paid when due shall
bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and
reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of
condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the
Condominium Ownership Act.

7.08. Common Surpluses. If the surpluses of the Association (the “Common Surpluses”) should
be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06,
such Common Surpluses may be credited against the Unit Owners’ General Assessments in proportion to their
respective percentage interests in the Common Elements or may be used for any other purpose as the
Association may determine.

7.09. Certificate of Status. The Association shall, upon the written request of an owner, purchaser,
or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may
conclusively rely on the information set forth in such certificate.

7.10. Management Services. The Association shall have the right to enter into a management
contract with a manager selected by the Association (the “Manager”) under which services may be provided to
the Unit Owners to create a community environment for the entire Condominium community. Such services
may include, without limitation, provision of activity programs, community lounges, and housekeeping
services. Certain of such services may be available only on a fee-for-services basis by agreement between the
Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the
management contract shall be chargeable to the Owners as a Common Expense. The management contract
shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

ARTICLE VIII
ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided,
however, that such improvements or alterations shall not impair the structural soundness or integrity of
lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner’s percentage interest in the Common Elements shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.

8.02. Separation, Merger and Boundary Relocation.

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation or merger shall pay for the Association’s cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation, Unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant’s Unit. Following any boundary relocation, Unit separation, or merger, the percentage interests in the Common Elements shall be reallocated as follows:

(A) In the case of a boundary relocation, the percentage interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as
follows: for each resulting Unit (the "Resulting Unit"), the percentage interests of the twoUnits whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined in the same manner.

(B) In the case of a Unit separation, the percentage interests appurtenant to each resulting Unit (the "Resulting Unit") shall be determined as follows: for each Resulting Unit, the percentage interest in the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be determined in the same manner.

(C) In the case of the merger of two or more Units, the percentage interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(D) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

8.03. Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

(a) maintaining his or her personal professional library in his or her Unit;
(b) keeping his or her personal business or professional records or accounts in his or her Unit;
(c) handling his or her personal or business records or accounts in his or her Unit; or
(d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.03 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.
8.04. **Nuisances.** No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.05. **Lease of Units.** Each Unit or any part thereof may be rented by written lease, provided that

(a) The term of any such lease shall not be less than four (4) months;

(b) The Unit Owner provides the Board with contact information for the Unit Owner during such time as the Unit Owner is not in occupancy and provides the lessee’s name and contact information prior to the lessee assuming possession of the Unit;

(c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(d) The lease provides that any default arising out of the tenant’s failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 8.05 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

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

8.07. **Garbage and Refuse Disposal.** No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.
8.08. **Storage.** Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

8.09. **Pets.** Pets are permitted in accordance with the current applicable municipal zoning code.

8.10. **Landscaping.** Except for areas designated as Unit Landscape Planting Areas, Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside of their Unit without the prior written consent of the Association.

**ARTICLE IX**

**INSURANCE**

9.01. **Fire and Extended Loss Insurance.** The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association’s service equipment, supplies and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit and Limited Common Elements appurtenant to such Unit(s) made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium’s Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements, and may list each Unit Owner as an additional insured with respect to its Unit or their respective appurtenant Limited Common Elements. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02. **Public Liability Insurance.** The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a “severability of interest” or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03. **Fidelity Insurance.** Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the
insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

9.04. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.05. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder’s rating of at least “A” and a financial rating of at least Class VII, as rated in the latest edition of Best’s Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

9.06. Exclusions from Coverage. Association insurance coverage shall exclude coverage on the Unit itself and any personal property located within or pertaining to the exclusive use of a Unit and may exclude liability coverage on an Owner, its guests, invitees, employees or any other Occupants of such Unit, arising out of any occurrences within a Unit or relating to an Owner’s personal property. Casualty coverage shall be written as primary, non-contribution to coverage which a Unit Owner may obtain for its Unit or appurtenant Limited Common Element. It is the sole responsibility of each Owner to obtain such insurance coverages as are excluded from Association insurance.

ARTICLE X

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01. Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to $10,000.00 times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

10.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction or repair to the Common Elements. If a variance is authorized from
the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.06.

10.05. Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner’s percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06. Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as “Construction Funds.” It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

10.07. Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE XI

CONDEMNATION

11.01. Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

11.02. Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

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11.03. Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

11.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

11.06. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

11.07. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE XII
MORTGAGEES

12.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations.

(c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars ($20,000).
12.02. **Amendment of Provisions Affecting Mortgagees.** Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

12.03. **Owners of Unmortgaged Units.** Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a “Mortgagee” as well as a “Unit Owner” for purposes of such provision.

12.04. **Condominium Liens.** Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for the Unit’s unpaid dues and assessments accrued before the date on which the holder acquired title (except to the extent that any uncollected assessment may be included in any subsequent budget or revision to a budget).

**ARTICLE XIII**

**AMENDMENT**

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner’s consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Washington County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

**ARTICLE XIV**

**REMEDIERS**

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Village of Richfield or the County of Washington to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by
proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association’s denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation proportionately. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association’s Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV

GENERAL

15.01. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the Village of Richfield and County of Washington or public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services, and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the
secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.04. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05. Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Condominium or the expanded Condominium.

15.06. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Tracy Weber, N48 W26890 Lynndale Road, Pewaukee, WI 53072. The resident agent may be changed by the Association in any manner permitted by law.

15.07. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

ARTICLE XVI

16.01. Reserved Rights. Notwithstanding anything in this Declaration to the contrary, until Declarant sells all Units in the Condominium, Declarant may:

a. But shall not be obligated to, manage and operate the Condominium in accordance with this Declaration, including the right to contract for professional management of the Condominium.

b. Use General Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all units including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models and showing the Condominium or maintaining signs.

c. Grant easements upon, over, through and across General Common Elements as may be required for furnishing any utilities and installations related thereto, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units.

d. Grant easements upon, over, through or across General Common Elements for permanent or temporary ingress and egress to and from the Condominium and other real property adjacent to it.

e. Lease Units owned by Declarant on such terms as Declarant desires.

f. By addendum to this instrument, make alterations and changes to the floor plans, architectural elements/design or exterior materials of any Unit or part thereof during construction, if constructed by Declarant.

3.30.18 19
16.02. Assignment of Declarant’s Rights. Declarant may, from time to time, assign any or all of the rights and benefits conferred on or reserved to Declarant under this Declaration, in Declarant’s status as Declarant (as opposed to rights or benefits conferred on or reserved for all Unit Owners generally), by written instrument specifically identifying the rights and benefits so assigned, which instrument is recorded in the Register’s Office. Upon any assignment of all rights reserved hereunder to Declarant to a transferee, the transferor under such assignment shall be relieved of any and all further liability under this Declaration.

[Signatures on Following Pages]
IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day ____________, 2018.

FAIRWAY FIELDS, LLC

By: __________________________________________
Name: _________________________________________
Title: __________________________________________

STATE OF WISCONSIN )
COUNTY OF ____________) ss.

Personally came before me this ______ day of ____________, 2018, the _______ of Fairway Fields, LLC, a Wisconsin limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said Fairway Fields, LLC.

____________________________
Name: ________________________
Notary Public, State of Wisconsin
My Commission: ________________________

3.30.18

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CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by _______________ to the undersigned recorded in the office of the Register of Deeds of Washington County, Wisconsin on ____________ as Document No. ____________, in Volume __ of Records, Page __, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this ____ day of ___, 2018.

________________________________________
By: ____________________________________
Name: __________________________________
Its: ____________________________________

STATE OF WISCONSIN

COUNTY OF ________________

Personally came before me this ____ day of ___, 2018, the ________________ of ________________, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

________________________________________
Name: __________________________________
Notary Public, State of Wisconsin
My Commission: ___________________________

This document drafted by
and should be returned to:

George B. Erwin, III
Schmidt, Darling & Erwin
2600 North Mayfair Road
Suite 1000
Milwaukee, WI 53226

3.30.18
FAIRWAY FIELDS CONDOMINIUMS

LYING WITHIN AND BEING A PART OF THE
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWN 9 NORTH,
RANGE 19 EAST, VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

LEGAL DESCRIPTION: (Area Subject to Condominium)

Lots 1-4 and 7-11 & Outlots 1-3 in the recorded plat of Fairway Fields Subdivision, recorded in the register of
deeds office of Washington County on February 18, 2011 as Document No. 1273843. All of aforesaid lands lying
within and being a part of the Southwest 1/4 of the Southeast 1/4 of Section 13, Town 9 North, Range 19 East,
Village of Richfield, Washington County, Wisconsin.

PREPARED BY / SURVEYOR:
HORIZON LAND DEVELOPMENT SERVICES, LLC
W313 52562 PENNY LANE
WALES, WISCONSIN 53183
1-262-346-1675
jamieb@horizonlanddevelopmentservices.com

OWNER / DEVELOPER:
TRACY WEBER
WEBER HOMES, INC.
N489270 LYNNDALE RD.
PEWAUKEE WI 53072
EXHIBIT "C"
CONDOMINIUM PLAT

FAIRWAY FIELDS CONDOMINIUMS

LYING WITHIN AND BEING A PART OF THE
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWN 9 NORTH,
RANGE 19 EAST, VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

ADDRESS EXHIBIT:

for Lots in the recorded plat of Fairway Fields Subdivision, recorded in the register of deeds office of Washington County on February 16, 2011 as Document No.1273843. All of aforesaid lands lying within and being a part of the Southwest 1/4 of the Southeast 1/4 of Section 13, Town 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.

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</table>

PREPARED BY / SURVEYOR:
HORIZON LAND DEVELOPMENT SERVICES, LLC
W313 S2562 PENNY LANE
WALES, WISCONSIN 53183
1-262-349-1075
jamieb@horizonlanddevelopmentservices.com

OWNER / DEVELOPER:
TRACY WEBER
WEBER HOMES, INC.
N48W28890 LYNNDALE RD.
PEWAUKEE WI 53072
FAIRWAY FIELDS CONDOMINIUMS

LYING WITHIN AND BEING A PART OF THE
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWN 9 NORTH,
RANGE 19 EAST, VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

LEGAL DESCRIPTION: (EXPANSION LANDS)
Lots 5 in the recorded plat of Fairway Fields Subdivision, recorded in the register of deeds office of Washington
County on February 16, 2011 as Document No.1273643. All of aforesaid lands lying within and being a part of the
Southwest 1/4 of the Southeast 1/4 of Section 13, Town 9 North, Range 19 East, Village of Richfield, Washington
County, Wisconsin.
Amended and Restated Declarations of Restriction
And Covenants for Fairway Fields Subdivision

This Amended and Restated Declarations of Restriction and Covenants ("Amended
Declarations") is made this ___ day of ___ , 2018, by Fairway Fields, LLC, a
Wisconsin limited liability company, hereinafter referred to as "Developer".

WHEREAS, Developer has previously recorded a Declarations of Restriction and
Covenants for Fairway Fields Subdivision on February 18, 2011 in the Washington County
Register of Deeds Office as Document No. 1273844 ("Declarations") for a subdivision located in
the Village of Richfield consisting of 11 two-family lots and 3 outlots, all pursuant to the
recorded plat thereof (the "Property"); and

WHEREAS, Developer has sold two of those two-family lots and desires to convert the
remaining 9 two-family lots to a condominium form of ownership in connection with the sale of
the Property; and

WHEREAS, in connection with the sale of the Property, Developer is required to amend
the Declarations and this Amended Declarations supersedes and replaces the Declarations
pursuant to the terms, conditions and covenants herein.

NOW, THEREFORE, Developer hereby declares that the real property hereinafter
described in Article I, Section 1.01, shall be used, held, transferred, sold and conveyed subject to
the conditions set forth below, which shall inure to the benefit and pass with said property
and each and every parcel thereof as covenants running with the land and shall apply to and bind all
successors in interest, users and owners thereof.

ARTICLE 1

1.01 DEFINITIONS

(a) "Association" shall mean the Fairway Fields Owners Association, Inc., an
incorporated not for profit association created under Article IV, Section 4.01 of this Amended
Declarations.

(b) "Architectural Control Committee" (hereinafter referred to as "ACC") shall mean
the committee referred to in Article IV and created under this Amended Declarations, comprised
of those persons elected in accordance with Section 5.01 serving as Members of said committee.

(c) "Common Area" or "Common Areas" shall mean any area within Fairway Fields
which is not a lot or a dedicated street or other dedicated area for which the Village of Richfield
has assumed responsibility for maintenance. This includes, but is not limited to, three (3) outlots
and the subdivision entrance and cul-de-sac island or boulevard landscaping which the
municipality is not responsible to maintain and which is held in undivided fractional ownership
by individual Lot Owners, as required by the provisions of the plat, certified survey map and/or
subdivision development. This does not include areas of an Owner's Lot which cannot be built
upon because of municipal or state restrictions.

4.03.18 - REDLINED DRAFT
(d) "Developer" shall mean Fairway Fields, LLC, a Wisconsin limited liability company, as well as any Successor-Developer. Developer hereby expressly reserves the right to appoint in writing, a third party to act as its agent to carry out Developer's duties and responsibilities.

(e) "Dwelling" shall mean a residential building which contains a two-family structure and which is limited solely to residential purposes and which shall include an attached garage(s). Lots 5 and 6 are currently under single ownership and Lots 1 - 4 and 7 - 11 may contain two separate Unit owners.

(f) "Family" shall mean one or more persons related by blood, adoption or marriage living, cooking, sleeping and eating on premises as a single housekeeping group and shall exclude a group of persons where three or more persons are not so related or engaged as household employees.

(g) "Lot" shall mean a platted lot within Fairway Fields, identifiable by reference to a name and lot number, and which has been expressly made subject to this Amended Declarations. The term "lot" does not include any Common Area.

(h) "Lot Owner" shall mean the fee simple owner, whether one or more, of record title, legal or equitable, to the Lot, regardless of the type of tenancy or estate including under condominium form of ownership, but shall not include the holder of any leasehold interest or any mortgage or commercial lien prior to the acquisition of legal or equitable title. If a Lot is subject to a condominium form of ownership, then the Lot Owner shall be deemed to be the Unit Owner of each such declared Unit located on a Lot. Two Units may be created for each Lot. Wherever the term Lot Owner appears, it shall be deemed to include Unit Owner although there shall be two (2) Unit Owners comprising a Lot Owner, their respective interest equally apportioned.

(i) "Municipality" shall mean the Village of Richfield, Washington County, State of Wisconsin, its successors and assigns.

(j) "Property" shall include a Lot and all improvements thereof.

(k) "Section" shall mean all those provisions included within a number capitalized heading, including all subsections and paragraphs therein.

(l) "Subdivision" shall mean those lots and outlots depicted on the final subdivision plat for Fairway Fields subdivision.

(m) "Structure" and "improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, carport or aboveground storage facility; tent, antenna, tower or pole (including any satellite, cellular or other device or mechanism for the sending or receipt of electronic signals); fence, retaining or other wall or enclosure; fountain; aboveground or in-ground swimming or wading pool; pet kennel or run line; screened or other type of porch; patio or gazebo; berms and swales; and any other similar or related type of improvement not located within the exterior walls of a two-family dwelling constructed upon the lot.
(n) "Successor-Developer" shall mean any person, corporation, partnership or other entity to which Developer expressly assigns or otherwise transfers its rights and obligations hereunder or any successor to the Developer by operation of law. The Successor-Developer shall not be interpreted to mean any agent referenced under Section 1.01(d).

(o) "Unit" shall mean a portion of a dwelling to be occupied by a single family.

ARTICLE 2

2.01 PROPERTY SUBJECT TO DECLARATION

The following property shall be subject to this Amended Declarations, including all lots and parcels thereof:

See attached Exhibit A attached hereto and incorporated by reference.

ARTICLE 3

3.1 GENERAL PURPOSE.

(a) The general purpose of this Amended Declarations is, among other things, to help assure that the Subdivision will become and remain an attractive residential community. In furtherance of such purpose, this Amended Declarations shall aspire to: preserve and maintain the natural beauty of certain areas within the Subdivision; maintain high aesthetic standards for all improvements, as well as the natural beauty of certain open spaces and common areas; help assure the best use and most appropriate development and improvement of each building site; protect Owners of lots against such use of surrounding lots and buildings as will detract from the residential value of their property; guard against the buildings as will detract from the residential value of their property; guard against the erection or maintenance of poorly designed or proportioned structures; obtain harmonious use of materials and color schemes; insure the highest and best residential development of lots in the Subdivision consistent with the purpose for which it is platted; encourage and secure the erection of attractive residential structures with appropriate location on the lots; prevent haphazard and inharmonious improvements of building sites, secure and maintain a proper spatial relationship of buildings, structures and other improvements; and to otherwise secure a mutual enjoyment of benefits for Owners and occupants of residential property within the Subdivision.

(b) These Amended Declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity not authorized under this Amended Declarations or approved in writing by the Association or the ACC.

(c) It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances where 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 ACC for the granting of final approval.

3.2 **SUITEABILITY**

(a) Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any Lot of Common Areas. Specifically, Developer makes no warranties or representations regarding subsoil conditions on any Lot.

(b) Developer recommends, but not require, that buyers of Lots utilize a properly licensed architect and engineer in any construction.

3.3 **TWO-FAMILY LOTS**

(a) The subject premises shall be used solely and exclusively for residential purposes.

(b) No buildings shall be erected, altered, modified or permitted to remain on any said Lots other than a two-family Unit dwelling, with an attached private enclosed garage(s) meeting the requirements of Section 3.7 of this Article III.

(c) No other outbuildings shall be erected, placed or permitted to remain on any Lot without the approval of the ACC and the Village of Richfield. All permitted structures shall be constructed of materials approved by the ACC and which match the existing dwelling and are in harmony with the exterior design of existing dwellings in the development.

(d) Outbuildings shall not exceed (i) 300 square feet per unit; or (ii) 600 square feet in a single structure serving both Units on a Lot.

3.4 **OWNERSHIP, USE AND MAINTENANCE OF COMMON AREAS**

(a) All Common Areas are defined in Article 1, Section 1.1(c) and as are identified in the recorded Plat, including but not limited to Outlots 1, 2 and 3, shall be used for their intended purposes (e.g., open spaces, storm drainage, water detention basins, etc.) for the common benefit of Lot Owners and shall not be used for any purpose which shall inhibit the function or purpose for which said Common Area was constructed. The manner of use shall be preserved and regulation by the Association and their function and intended purpose shall not be modified except by majority vote of all members of the Association.

(b) Any signs, monuments, drainage facilities, boulevards, structures or entranceway landscaping constructed or installed by Developer or the Association for the general benefit of the Lot Owners of Fairway Fields shall be properly maintained by the Association. The Association shall also maintain all other Common Areas so as to be neat and attractive in appearance.

(c) Each Lot Owner shall be responsible for an annual assessment related to the maintenance and upkeep of the Common Areas and may be subject to additional assessments determined to be necessary, all as set forth under Article 6 of this Amended Declarations. Each
Lot Owner shall be responsible for \( \frac{1}{11} \) of such assessments. If a Lot is held in condominium form of ownership, then each Unit Owner shall be responsible for \( \frac{1}{22} \) of such assessments.

(d) The Lot Owners shall own the Common Areas in equal, undivided shares.

3.5 ARCHITECTURAL CONTROL COMMITTEE APPROVALS

(a) No dwelling, structure, wall, fence, swimming pool or other improvement shall be constructed, erected or placed on any lot or altered, modified or changed (as to layout, location, exterior design, color or in any other way) until the construction plans and specifications, drawings, building grades, elevations and a written proposal therefore has been approved in writing by the ACC as to: material composition and quality, external design, harmony and color coordination with existing and planned structures and improvements; location with respect to topography, setbacks, finished grade elevations and driveways and compliance with other applicable restrictions contained within this Amended Declarations and by the regulation set forth by the Village of Richfield.

(b) Upon approval by the ACC of all plans, design specifications and written proposals and upon receipt of all necessary municipal and governmental approvals and permits, a Lot Owner may commence construction in accordance therewith, provided that no substantial changes shall be made with respect thereto unless the prior written approval from the ACC is obtained.

(c) Unless otherwise specifically provided herein to the contrary, construction of improvements shall be completed and an occupancy permit shall be issued within one year after the last approval or permit has been obtained necessary for commencement of construction. For its own benefit to ensure compliance, the ACC may, at its discretion, require performance bonds from any contractor responsible for construction of the improvements.

(d) Any suit or damage and/or injunctive relief based upon the failure of any Lot Owner to obtain approval from the ACC as required under this Amended Declarations, shall be commenced by ACC or any other Lot Owner within (1) year following completion of the construction, installation, change or modification of any building, structure, wall, fence, swimming pool, or other improvement, otherwise, the approval required therefore shall be conclusively presumed to have been given and the ACC or any other Lot Owner and their respective successors or assigns, shall forever be barred with respect thereto. In no event, however, shall the ACC or any Lot Owner be precluded from enforcing this Amended Declarations as to any subsequent or other construction installation, change or modification for which prior, written approval of the ACC is required.

3.6 MINIMUM DWELLING LIVING AREAS

For each and every Dwelling proposed to be constructed in Fairway Fields, the following shall apply:

(a) All Dwellings shall have no less than the following minimum living areas:

Each Unit shall be not less than One Thousand Five Hundred (1,500) square feet.
(b) All Dwellings shall have full basements with a finished floor area (exclusive of crawlspace) of not less than 90% of the first floor.

3.7 BUILDING SETBACK LINES

(a) No buildings, garage or other structure (excluding eaves, steps, overhangs, patios or other appurtenances not build on a foundation or frost footing) shall be located on any lot so that the front, side and rear yard distances are less than minimums as required by the building and zoning code for the Village of Richfield and as further modified by the ACC. The intention and purpose of the ACC to further impose said modifications is to harmonize and coordinate adjacent building placements. Each corner Lot shall be determined by the ACC to have one rear lot line, one side lot line, one front lot line, and a street side based upon the proposed orientation of the Dwelling and other improvements.

(b) Notwithstanding the setback requirement specified above, the orientation and precise location of each Dwelling and garage, as well as all other improvements on the Lot, must be approved, in writing by the ACC prior to any construction, it being intended that the ACC may, in its discretion, impose greater setback requirements than those specified above in order to achieve or maintain the aesthetic appearance which Developer or ACC deems advisable for the Subdivision or any portions thereof.

(c) ACC, in its sole and absolute discretion, may permit improvements (other than the Dwelling, garage and any other improvements expressly permitted herein) to be constructed, installed and located outside the setback areas described in Section 3.7(b); provided, such permission must be in writing to be effective and can only be granted after notice to all adjoining Lot Owners advising them of the proposed improvement and affording them the opportunity to be heard with respect to the proposed improvement. All such setbacks shall comply with the Village of Richfield zoning code.

3.8 GARAGE AND DRIVEWAY

(a) Each Lot shall have a private enclosed attached garage for the on-site storage of not less than two automobiles for each Unit. The exterior portions of the garage shall harmonize with the residential dwellings as to design, materials and finished floor elevations and shall be completed prior to occupancy of the Dwelling. The garage shall be located within the building setbacks specified herein. Unless otherwise approved by the ACC, all garages shall have a front entrance or side entrance overhead door. All overhead garage doors shall have windows or designed approval by the ACC.

(b) The garage shall be connected to the street by a properly surfaced concrete or asphalt driveway. Said driveway shall be installed and completed within one (1) year after issuance of an occupancy permit.

(c) No more than one accessory building, designed and constructed to resemble the residence in style and building materials shall be approved for storage, inclusive of recreational vehicles and other Owner possessions.
(d) Each Lot Owner shall be responsible for repairing any damage to the abutting curb and gutter caused during construction and shall be liable for the cost and expense of said repair. Any and all damage shall be required to be repaired prior to issuance of an occupancy permit.

3.9 ROOFING MATERIALS AND CONSTRUCTION

(a) Natural or dimensional roofing shingles are required.

(b) All roof designs shall be subject to the approval of the ACC. The roofs shall be pitched at least eight (8) inches vertically for each twelve (12) horizontal inches.

3.10 EXISTING BUILDING MATERIALS AND DWELLING QUALITY

(a) Traditional architectural styles of the eighteenth, nineteenth and twentieth centuries are encouraged. It is expected that the design of each Dwelling be consistent and unified and that building materials appropriate for that design shall be used. Exterior materials shall be of natural brick, natural or cultured stone, hardi-plank or aluminum siding, or a combination thereof, and with low-maintenance soffit aluminum or equivalent. The front elevation of the Dwelling shall be 50% brick or stone, and subject to approval by the ACC. Any block exposed more than one (1) course above grade shall be covered with an exterior material that matches the exterior material of the rest of the Dwelling.

(b) All Dwellings proposed to be erected, altered or modified shall, on the construction plans, denote materials acceptable to the ACC and the construction shall be carried out in accordance with the material(s) as approved by the ACC.

(c) The design, layout and exterior appearances of each Dwelling proposed to be erected, altered or modified shall be such that, in the opinion of the ACC at the time of approving the building plans, the Dwelling will be of high quality and shall have no (substantial) adverse effect upon property values.

(d) The proposed color schemes for the Dwelling to be erected, altered or modified shall be submitted to the ACC for approval prior to painting and staining. It shall be the aim of the ACC to harmonize colors for not only the Dwelling proposed, but to consider the effect of these colors and materials as they relate to the other Dwellings.

3.11 MAILBOXES AND LAMPPPOSTS

(a) Newspaper boxes, other than as attached to the mailbox unit, are prohibited.

(b) For purposes of safety, the Developer shall require the installation of an electric yard light on each platted residential Lot. Each such light shall be of a reasonably uniform design throughout the Subdivision and placed on the Lot at the time of finish grading of the yard by the Lot Owner within ten (10) feet of the access street right-of-way and aligned with the front entrance walkway to the residence. Said yard light shall be installed prior to the occupancy of the Dwelling or within a reasonable time after occupancy as weather permits. Such lighting required by this subsection shall comply with the requirements established by Chapter 63 of the municipal code, which is entitled “Lighting Regulations”.

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(c) If the yard light is not so installed within nine (9) months from the date the residence is occupied, the Developer or the Association may, after notice to the Lot Owner, either install the yard light and charge the full cost of such installation to the Owner of the Lot, or install the yard light and place a lien on the property for the full cost of such installation plus interest at the rate of seven percent (7%) per year.

3.12  PRESERVATION OF TREES

(a) No living, healthy trees on any lot shall be moved, removed or destroyed in any way other than with prior written approval of the ACC.

(b) No Lot Owner or agent thereof shall cut down or remove any tree, bush or shrub located within the tree lines bounding the property on the west and north boundary lines of the Subdivision.

3.13  GROUND FILL ON BUILDING SITE

(a) Where ground fill is necessary on any Lot to obtain property topography and finished ground elevation, it shall be ground fill free of waste materials, and shall not contain noxious materials that may omit odors or produce health hazards of any kind. All dumping of fill materials shall be leveled immediately upon completion of the Dwelling and shall be graded and contoured in accordance with the Master Site Grading Plan approved by and on file with the Village of Richfield.

(b) The Village of Richfield, under and pursuant to Section 11.4 hereof, shall have the right to enforce and amend the grading plan.

3.14  CONSTRUCTION MATERIALS — STORAGE

No building or construction material shall be stored on any Lot outside of a Dwelling or garage, other than during period of time of actual construction or remodeling, and then only for as long as may be necessary therefore. It shall be the primary responsibility of the Lot Owner and Lot Owner’s builder to keep the Lot clean and free from debris and garbage during the period of construction.

3.15  LANDSCAPING

(a) Landscaping plans do not require the approval of the ACC.

(b) No plantings shall be permitted in the existing or proposed drainage swales, and no grading shall be carried out in the rear 20 feet of any lot without the prior written approval of the ACC and the Municipality, as appropriate.

(c) All disturbed areas of all lots shall be fully landscaped, restored, seeded or sodded, and all trees and bushes installed within one (1) year after issuance of an occupancy permit.

3.16  SWIMMING POOLS
All swimming pools proposed to be erected, altered or modified in the Subdivision shall require the approval of the ACC and the Village of Richfield. Plans, of a nature and content as acceptable to the ACC, shall be submitted to the ACC for approval. All plans shall denote offsets, landscape treatment and fencing proposed.

3.17 LOT GRADING AND DRAINAGE

(a) To avoid improper surface water drainage onto adjoining lots, the Master Grading Plan for the Subdivision shall provide for adequate drainage of storm and surface water toward the adjoining streets or designated drainage facilities and away from adjoining Lots. At the time a building permit is requested, the recommended yard grade elevation at said dwelling shall be obtained from the Village, and the dwelling shall be constructed in accordance with the Master Grading Plan and the elevations set forth therein. Each Lot Owner must strictly adhere to and finish grade its Lot in accordance with the Master Grading Plan or any amendment thereto approved by the Village Engineer on file in the office of the Village Clerk. 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, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for the cost of same.

(b) After initial installation by Developer, the maintenance of the surface and storm water drainage system shall be the duty of the Lot Owners. Each Lot Owner shall be responsible for 1/11th of such costs (1/22nd for each Unit Owner). In the event any of the Lot Owners fail to maintain the facilities or make repairs or improvements deemed necessary by the Village, the Village shall give written notice to the Lot Owners who shall have the time specified in the notice to correct the deficiencies. If the Lot Owners do not complete the work within the time allotted, the Village may enter onto the properties to do the work or to cause the work to be done, and the cost of such work plus reasonable administrative fees shall be charged to said Owners, pursuant to sec. 66.0627, Wisconsin Statutes. The Developer shall grant to the Village an access and maintenance easement for this purpose prior to the issuance of any building permits.

3.18 NUISANCES.

(a) No noxious or offensive odor, activities or conditions shall be permitted to exist in, on or about any Dwelling or Lot, which may be, or may become, an annoyance or nuisance to the Subdivision.

(b) Each Lot Owner shall perform periodic yard maintenance as may be necessary to keep the Lot neat and clean in appearance, including without limitation, the mowing of grass and removal of weeds, leaves and unsightly debris.

(c) No commercial, industrial or commercial agriculture activities shall be conducted on any Lot in the said Subdivision, nor shall anything be done which may be or may become a public nuisance.

3.19 TEMPORARY STRUCTURES, VEHICLES PROHIBITED.
No temporary structure, trailer, tent, garage, barn or outbuilding shall be used on any Lot for temporary or permanent housing, sleeping or other residential purposes, nor packed, kept or stored on said Lot outside the garage for any purpose.

3.20 SIGNS.

No commercial signs or billboard of any type or structure whatsoever shall be erected on any part of the Subdivision, except for a "Lot for Sale" or "House for Sale" sign not to exceed six square feet in size.

3.21 PETS.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that two dogs, two cats or other customary household pets may be kept so long as they are not kept, bred or maintained for any commercial purpose nor in any unreasonable number or which may be contrary to applicable law. The right of any Low Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner is not allowed to run at large.

3.22 WATER SUPPLY

Each two-family Dwelling shall be connected to a private well constructed and in accordance with all municipal, county and state regulation. In the event that the Village of Richfield shall provide water, then each Lot Owner shall be required to connect to said municipally provided water pursuant to and in accordance with the Village of Richfield codes and regulations.

3.23 SEWAGE DISPOSAL.

Each two-family Dwelling shall be connected to an above grade or a conventional in-ground septic system, either of which shall be installed in accordance with all municipal, county and state regulation and codes. In the event that the Village of Richfield shall provide sanitary sewer services, then each Lot Owner shall be required to connect to said municipally provided sanitary sewer services pursuant to and in accordance with the Village of Richfield codes and regulations.

3.24 GARBAGE AND REFUSE DISPOSAL.

No Lot shall be used or maintained as a dumping ground for trash, garbage refuse or debris of any kind. All trash, garbage or waste materials shall be kept in sanitary containers either inside the garage or, when outside, in sanitary containers adjacent to the Dwelling, and suitable screened from public view. There shall be no burning or burial of any garbage, trash or debris at any time other than burning of leaves and light brush if approved by the ACC and conducted in compliance with all applicable laws and ordinances.

3.25 WIRES AND ANTENNAS.
(a) All exterior electric, telephone, TV and internet cable lines and other service lines to the structures shall be placed underground unless otherwise permitted by the ACC prior to such installations.

(b) No solar panel, external television, cable television, radio antennas, dishes exceed 30 inches in diameter or other similar devices shall be erected upon, atop or on any Dwelling or Lot without the prior written approval of the Developer or ACC.

3.26 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS.

The Lots subject to these restrictions shall be subject to any easement agreement granted or hereinafter granted by the Developer or its successors and assigns to the Village of Richfield or any utility company providing for access over and across the Lots and Common Areas. All conveyances of Lots by Developer and any mortgages thereon shall automatically be subordinated to such easement(s), provided the granting of said easement(s) shall in no way interfere with the free and full enjoyment and use above ground of any Lot in the Subdivision.

3.27 FENCES AND WALLS.

No fence or wall of any height shall be permitted on any Lot except upon the prior written consent of the ACC; provided, however, that in no event shall the proposed fence or wall be permitted to extend into the minimum front setback line as identified in Article 3, Section 3.7.

3.28 RECREATIONAL VEHICLES.

All recreational vehicles, including but not limited to any and all motorcycles, snowmobiles, trail bikes, dune buggies, boats, off-street motorized vehicles or other recreational vehicle of any kind shall be stored in enclosed garages on the Lot and shall not be operated or stored on the Lot, driveway parking area or open space or Common Area within the Subdivision, except for the necessary transportation of these vehicles to and from the Subdivision on the public street system.

ARTICLE 4

4.01 LOT OWNERS ASSOCIATION AND BOARD OF DIRECTORS.

Developer hereby established an unincorporated homeowners association to be known as Fairway Fields Homeowners Association, hereinafter “Association”, which shall be managed by the Board of Directors, as herein provided, for the purposes of managing the affairs of the Subdivision, and for the purpose of managing, controlling and maintaining Common Areas, common improvements and Common Elements.

(a) The Association shall be established as an unincorporated non-profit corporation. Each Lot Owner subject to this Amended Declaration of Restrictions is a member of the Association, and each such Lot Owner shall be entitled to one (1) vote (each Unit Owner entitled to ½ vote) at meetings of the Association. Membership shall pass with title to each Lot.

4.03.18 - REDLINE DRAFT
(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 if owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the Directors appointed by the Developer are a majority of the Directors.

(c) To qualify as a member of the Board, a person must be either an Owner or a personal representative, heir, assign or attorney-in-fact of an individual Owner or Unit Owner.

(d) Each Owner shall be entitled to vote in person or by written proxy in elections for selecting members of the Board. There shall be one (1) vote for each Lot Owner and one-half (1/2) vote for each Unit Owner.

(e) The term of office for members of the Board shall commence upon the execution hereof and shall continue until the Homeowner’s Association is turned over to the Lot Owners as set forth herein. Thereafter, the terms of the members of the Board shall be for staggered three (3) year terms. At the time of the first election, three (3) members will be elected, one for a one year term, one for a two year term and one for a three year term. If any member of the Board shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election.

(f) All meetings of the Board shall be open to the Owners and held upon not less than three (3) days prior written notice to all of the Owners. Two (2) members of the Board shall constitute a quorum if the Board has three (3) members, and three (3) members of the Board shall constitute a quorum if the Board has more members. Actions of the ACC shall be taken by majority vote.

4.02 DUTIES OF ASSOCIATION AND BOARD.

(a) The Association shall have the following duties:

(i) Provide for the maintenance, repair and replacement of improvements in the Common Areas.

(ii) Establish dates and procedures for the election of members of the Board.

(iii) Promulgate operating procedures for the conduct of the Association and the Board’s affairs.

(b) The Board shall have the following powers and duties:

(i) To take such action as may be required to cause the Common Areas to be maintained, repaired, replaced, landscaped and kept in good, clean and attractive condition, and in conformance with any local, county or state ordinance, statute, rule or regulation.

(ii) To enter into contracts and to employ agents, attorneys or others for purposes of discharging any of its duties and responsibilities hereunder.
(iii) To develop a budget, and levy and collect assessments in accordance with provisions of this Amended Declarations.

(iv) To create committees, including but not limited to the Architectural Control Committee, which shall have the functions set forth in these deed restrictions and appoint qualified members to said committees.

(e) The Association shall maintain Bylaws and such additional provisions as deemed necessary for operation of the Association.

(d) The maintenance fees for the Association shall be equitably split such that each Lot Owner pays 1/11th or each Unit Owner pays 1/24th of the total costs for maintenance.

(e) The Association shall with said maintenance fees be responsible for maintaining the landscaping and signs at the entrance area installed by Fairway Fields, LLC and all other Common Areas whether located on an Outlot, Lot, easement or right of way. Maintenance shall include any mowing, trimming, pruning and clearing necessary to ensure the proper functioning of drainage basins, compliance with all applicable Village ordinances and proper aesthetics as determined by the ACC. In the event the Association does not properly landscape or maintain any Common Area, drainage facility or signage, the Village of Richfield may send written notice to the Association indicating that the Village has determined that the Common Areas, drainage areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village of Richfield will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Common Area, drainage facility and/or signage is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Richfield shall then have the authority to landscape and/or maintain any such Common Area, drainage facility and/or signage referenced to in said notice and shall have the right to charge the Lot Owners on a pro rata basis for any reasonable costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to sec. 66.0627, Wisconsin Statutes. If such charges are not paid by any Lot Owner within the period fixed by the Village of Richfield, charges will become a lien upon the Lot Owner’s Lot as provided in Section 66.0627, Wisconsin Statutes, and shall be extended upon the tax rolls as a delinquent tax against the Lot Owner’s Lot as provided in Section 66.0627, Wisconsin Statutes.

ARTICLE 5

5.01 ARCHITECTURAL CONTROL COMMITTEE

(a) An Architectural Control Committee (hereinafter referred to as the “ACC”) for Fairway Fields is hereby established. The ACC shall consist of not less than three (3) members. The ACC members shall not be entitled to compensation for services performed pursuant to this paragraph. The members of said ACC shall be composed of Tracy Weber, Renee Weber and Tyler Weber. Developer shall be entitled to remove and replace members of the ACC, at Developer’s sole discretion, until said initial Members relinquish control of the ACC to the Association as set forth in this Amended Declarations. Thereafter, the ACC shall consist of the
Board of Directors of the Homeowner's Association, established as hereinafter set forth, provided said Homeowner's Association is in existence. If the Homeowner's Association is not legally in existence at any time after Developer no longer owns any Lot in the Subdivision, the ACC shall continue in existence with its then existing members, and the ACC members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the ACC members in attendance at an ACC meeting called by any one or more ACC members for that purpose; and/or by majority vote of Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint ACC members shall require not less than ten (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.

(b) No structure shall be erected, altered or placed upon any Lot unless and until the building plans, specifications and plot plans showing the location of such structure have been submitted and have been approved in writing, as to the materials to be used in construction, the conformity and harmony of exterior design and color of the structure to be erected, with the existing or contemplated structures and the location of the structure to be erected with respect to lot lines by said ACC. The ACC may act by any one of its members.

(i) The ACC shall have the right to refuse or approve any plans or specifications which, in its exclusive judgment are not in conformity with the restrictions set forth herein. In passing upon such plans and specifications, the ACC may take into consideration the suitability of the proposed building or other structures, the design, elevation and materials of which it is to be constructed on the proposed site; the harmony thereof with the surrounding buildings; and the view from the Adjacent property and matters set forth in Article III hereof.

(ii) In the event the ACC or its designated representative fails to act upon any plans, specifications or other written request for approval within thirty (30) days after submission, the requested approval shall be deemed automatically granted, and any action to enforce these restrictions against such a structure or improvement shall be barred.

(iii) The ACC may designate a representative to whom plans, specifications and other requests for approval are to be submitted. Submittal to such a representative shall be deemed submittal to the ACC.

(iv) In the event of death or resignation of any member of the ACC, the remaining member or members shall have full authority to appoint a successor member or members to serve on the ACC, and, pending such an appointment, to approve or disapprove any plans, specifications or plot plan as herein provided.

(v) Upon the sale of the last Lot within the Plat by Developer, the full authority of the ACC shall vest in the Homeowner's Association pursuant to this Amended Declarations, except that plans for initial construction of a
residence on any lot and any additions to the residence shall be subject to
approval of the ACC member detailed in Section 5.01(a).

5.02 SUBMISSION FOR APPROVAL: PROCEDURE

(a) For any undertaking requiring approval of the ACC, three (3) sets of plans,
including building construction plans and site plans shall be submitted to the ACC. If and when
plans are approved, two (2) sets of the approved plans shall be signed, dated and returned by the
ACC to the Lot Owner as evidence of such approval. Any changes or revisions required by the
ACC shall first be made to the plans by the Owner’s agent before approval is given. Once the
ACC’s approval has been given, the plans shall be strictly adhered to by the Lot Owner, unless
subsequent changes are approved by the ACC, in writing.

(b) Any approval or permission of the ACC under this Section, to be binding or effect,
MUST BE IN WRITING signed by an authorized representative. No oral statements,
representations or approvals of the ACC or any of its members or agents shall be binding on the
Developer or ACC under any circumstances, regardless of any reliance thereon by any Lot
Owner.

ARTICLE 6

6.01 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT
OWNERS.

(a) The Association shall pay or arrange for payment of all costs, expenses and
liabilities incurred by the Association out of the proceeds of assessments which shall be made
against the Lot Owners and the Owner’s Lot.

(b) “Special Assessments” may be made and levied by the Association against a
particular Lot Owner and said Owner’s 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, the family or
guests of the Lot Owner, or any other party for whom a Lot Owner is
responsible;

(ii) costs, expenses and reasonable attorney’s fees incurred in, or in anticipation
of, any suit, action or other proceeding to enforce this Amended
Declarations against the Lot Owner;

(iii) interest due on general or special assessments; and

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

(c) "General Assessments" may be made and levied by the Association equally against each Lot Owner and said Owner's Lot for "common expenses" which may be anticipated incurred or paid by the Association.

6.02 PAYMENT OF ASSESSMENTS.

(a) Each Lot Owner shall promptly pay, when due, all general and special assessments levied by the Association against such Owner and said Owner's Lot, together with all costs, expenses and reasonable attorneys' fees incurred by the Association in collection of any delinquent assessment. All assessments shall become due at such times and in such manner as the Association may determine in its sole and absolute discretion (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.

(b) 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 purchasers) or seller(s) or otherwise.

6.03 DELINQUENT ASSESSMENTS, INTEREST, LIEN AND COLLECTION

(a) All general and special assessments which are not paid when due shall bear interest the lesser of twelve percent (12%) per annum, or the maximum rate as may then be permitted by law, from the date due until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot, by foreclosure of the lien, and/or in any other manner or method provided under this Amended Declarations or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and reasonable attorney's fees for collection.

(b) The Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all general and special assessments levied by the Association and 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 shall have the right to record a document with the Register of Deeds of Washington County giving notice of a lien for an unpaid assessment. Failure to file any such notice shall not impair the validity of the lien. The Association shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

ARTICLE 7

7.01 RULES AND REGULATIONS

(a) The Association may from time to time adopt or change rules or regulations (hereinafter "Rules or Regulations") governing the operation, maintenance and use of the
Common Areas by the Lot Owners and said Lot Owner's respective families and guests. Such Rule or Regulations shall be designed to facilitate the use and function of the Common Areas for their intended purposes. All Lot Owners, lessees, licensees, invitees, other occupants and guests of any Lot in the Subdivision shall abide by all such Rules and Regulations.

(b) A violation of any Rule or Regulation shall be a violation of this Amended Declarations and may be enforced by the Association in the same manner as any other term or provision of the Amended Declarations or as otherwise may be designated in the Rule or Regulation, including without limitation, the imposition of forfeitures, penalties or other charges against the Lot Owner which shall be collectible by special assessment against the Lot and Lot Owner.

ARTICLE 8

8.01 LOT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION.

No Lot Owner (other than members of the Association's Board of Directors) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiate instruments or other obligations or undertakings of any kind.

ARTICLE 9

9.01 SERVICE OF PROCESS.

Service of process upon the Association for all matters shall be made upon any member of the Board of ACC or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Washington County, Wisconsin.

ARTICLE 10

10.01 ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.

The restrictions and covenants herein contained may be enforced by Developer, by the Homeowner's Association created pursuant to the provisions of this Amended Declaration of Restrictions and/or by any Owner of any Lot subject to this Amended Declaration of Restrictions, 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 Developer, by the Owner's Association created pursuant to the provisions of this Amended 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. The foregoing one (1) year limitation shall not apply to any violation relating to failure to establish and/or maintain proper grading and/or with respect to changes in grade made without obtaining all required

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approvals. Nothing herein contained shall be construed so as to require that Developer or the Homeowner's Association undertake any enforcement action.

ARTICLE 11

11.01 TERM OF DECLARATION.

This Amended Declarations shall constitute a covenant running with the land and shall be binding for a period of forty (40) years from the date the Amended Declarations is recorded upon all Lot Owners and any other persons claim under or through Developer. After the expiration of such initial forty (40) year period, this Amended Declarations shall be automatically renewed and 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 in sec. 893.33(6), Wis. Stats., or amendments thereto).

11.02 AMENDMENTS TO DECLARATION.

(a) This Amended Declarations may be amended at any time in any respect by recording and instrument to the effect executed as follows:

(i) Solely by Developer in the event a scrivener's error, correction in legal description or to conform this Amended Declarations for uniformity or clarification purposes;

(ii) By the Developer and the Lot Owners of at least sixty percent (60%) of the Lots (or 60% of the Unit Owners) in the Subdivision not owned by the Developer, so long as the Developer continues to own any Lot(s) in the Subdivision; or

(iii) By the Lot Owners or Unit Owners of at least seventy-five percent (75%) of the Lots/Units in the Subdivision, following the initial conveyance by the Developer of all Lots in the Subdivision.

(b) The effective date of any Amendment shall be the date or recording thereof with the Register of Deeds office for Washington County.

(c) Notwithstanding the foregoing, no provision of this Amended Declarations may be annulled, waived, changed, modified or amended unless approved in writing by the Village of Richfield, with the approval acknowledged in writing by the signature of the Village President on the amendment document recorded in the office of the Register of Deeds for Washington County.

(d) In no event shall this Article be construed so as to require the Developer to obtain the approval of any Lot Owner to make any amendment to this Amended Declarations which is expressly permitted by any provision of this Amended Declarations to be made unilaterally by Developer.

11.03 SEVERABILITY.
The invalidity or unenforceability of any term, condition or provision of this Amended Declarations for any reason, by judgment or court order, shall in no way affect the validity or enforceability of any other term, condition or provision hereof, all which shall remain in full force and effect for the term of this Amended Declarations.

11.04 ENFORCEMENT BY VILLAGE OF RICHFIELD.

(a) The Village of Richfield shall have the separate and independent right, but not the obligation, to enforce the covenants and obligations herein, including but not limited to Sections 3.03, 3.04, 3.13(a), 3.15(b), 3.17 and 3.26, against the Association or any Owner of any Lot. In addition to other rights provided herein or by law, the Village of Richfield shall have the right to enter the Common Areas, including, but not limited to, the Outlots, for the purpose of inspecting same for compliance with municipal codes. If the Village shall determine any violations of or non-compliance with municipal ordinances exist, the Village of Richfield may provide notice of same to the Association and in the event corrective action is not taken by the Association within the time established by the Village, then the Village of Richfield may enter upon the Common Areas and make any and all repairs deemed necessary utilizing the employees of the Village of Richfield or independent contractors and charge any and all costs and expenses related thereto as an unpaid charge for current services against the Association and the Lot Owners under and pursuant to sec. 66.0627, Wis. Stats. The Association shall indemnify, defend and hold harmless any individual Lot Owner from and against the Association's failure to observe and perform its covenants and obligations hereunder.

(b) No fees or assessments in event of tax forfeiture. Neither Washington County nor the Village of Richfield shall be liable for any fees, general assessments or special assessments in the event that Washington County or the Village of Richfield become the Owner of one or more Lots in the Subdivision by reason of tax delinquency.

ARTICLE 12

12.01 NOTICE TO LOT OWNERS

In addition to this Amended Declaration of Restrictions and Covenants, Lot Owners shall be subject to the applicable sections of the Development Agreement that was approved by the Village of Richfield Village Board on September 2, 2010, and any amendments thereto.

ARTICLE 13

13.01 BOARD OF DIRECTOR IMMUNITY.

As set forth in Article 4 above, the Board of Directors of the Association shall have broad duties to manage and direct the affairs of the Association. To the fullest extent allowable under law, the Board shall be immune from personal liability for the actions properly taken by the Board in the performance of its duties, whether mandatory or discretionary. This immunity does not extend to actions taken by individual Board members in contradiction to mandatory duties, or in regard to actions taken by individual Board members outside the scope of the duties afforded in this document.
Signatures on Following Page
IN WITNESS WHEREOF, the Developer has caused this document to be executed and signed this ___ day of __________, 2018, which shall be the effective date of this Agreement.

FAIRWAY FIELDS, LLC, a Wisconsin limited liability company

By ________________________________
Member

By ________________________________
Member

STATE OF WISCONSIN )
) SS.
WASHINGTON COUNTY )

Personally came before me this ___ day of __________, 2018, the above named members of Fairway Fields, LLC, to me known to be such members who executed the foregoing instrument and acknowledged the same on behalf of said limited liability company.

Notary Public, State of Wisconsin
My Commission ____________________

Drafted by:
George B. Erwin, III
Attorney at Law
EXHIBIT A

See Attached
CLOSED SESSION