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. Meeting Minutes:
      i. February 21, 2019 – Regular Meeting
      ii. February 28, 2019 – Special Meeting
   d. New Operators License Applications
   e. Administrator Report – Open Records Requests
6. DISCUSSION/ACTION ITEMS
   a. Discussion/Action regarding a Preliminary Plat for Highland Ridge Subdivision (Tax Keys: V10_1250 and V10_1255)
   b. Discussion/Action regarding a Developer’s Agreement for Highland Ridge Subdivision (Tax Keys: V10_1250 and V10_1255)
   c. Discussion/Action regarding Deed Restrictions for Highland Ridge Subdivision (Tax Key: V10_1250 and V10_1255)
7. PUBLIC COMMENTS (...Continued)
8. CLOSED SESSION
   a. Discussion/Action to enter into Closed Session under Wis. Stats. 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategies to be adopted by the body with respect to litigation in which it is or is likely to become involved. Specifically: Scenic Pit, LLC. v. Village of Richfield and Jim Healy Circuit Court No. 2015CV374
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 advanced 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:

   [Village Board Agenda for 3-31-2019]

   on 4/15/19 (date), 9:00 AM (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
   3/15/19
   Date

Personally came before me this 15th day of March, 2019.

Margaret M. Ruppers, 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
SUBJECT: Consent Agenda

DATE SUBMITTED: March 15, 2019

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, Minutes of the February 21, 2019 Regular Meeting, Minutes of the February 28, 2019 Special Meeting, New Operators License Applications and Administrator Report pertaining to Open Records Requests (Forthcoming).

FISCAL IMPACT:

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

ATTACHMENTS:
1. Vouchers for Payment
2. Treasurer’s Report
3. Minutes > February 21, 2019 Regular Meeting
4. Minutes > February 28, 2019 Special Meeting
5. Applications for New Operators Licenses (see attached list), Copy of Applications and Background Investigation Reports.
6. Administrator Report – Open Records Request (Forthcoming)

STAFF RECOMMENDATION:

Motion to approve the Vouchers for Payment, Treasurer’s Report, Minutes of the February 21st Regular Meeting, Minutes of the February 28th Special Meeting and New Operators License Applications per the attached list.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. __________________________
Ordinance No. __________________________
Approved ____________________________
Other ____________________________

Continued To: __________________________
Referred To: __________________________
Denied __________________________
File No. __________________________
### VILLAGE OF RICHFIELD

**VOUCHERS FOR PAYMENT**  
**MARCH 2019**

#### BATCH #1

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<tr>
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#### TOTAL BATCH #1

118,069.33 Checks written end of February

#### BATCH #2

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#### TOTAL BATCH #2

218,972.16 Checks written March
# VILLAGE OF RICHFIELD
## Treasurer's Report for February 28, 2019

### BANK ACCOUNT BALANCES

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<th>Interest Earned</th>
<th>Ending Balance February 28, 2019</th>
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<tr>
<td>Landmark Checking Account</td>
<td>0.25%</td>
<td>$3,693,948.17</td>
<td>$647.80</td>
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<tr>
<td>LGIP General Fund</td>
<td>2.46%</td>
<td>$3,201,140.17</td>
<td>$6,031.76</td>
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<td>LGIP Fire Impact Fees</td>
<td>2.46%</td>
<td>$59,070.05</td>
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<td>LGIP Park Impact Fees</td>
<td>2.46%</td>
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<td>LGIP Tax Account</td>
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<td>FNB Entrepreneur Plus Account</td>
<td>0.10%</td>
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<td>FNB Platinum MMDA Account</td>
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<td>Westbury Bank MM Account</td>
<td>0.60%</td>
<td>$256,426.59</td>
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### CERTIFICATES OF DEPOSIT

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<td>Westbury Bank</td>
<td>April 24, 2018</td>
<td>October 24, 2019</td>
<td>2.00%</td>
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<td>Westbury Bank</td>
<td>December 7, 2018</td>
<td>September 9, 2019</td>
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**All CD's are fully FDIC insured**

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

<table>
<thead>
<tr>
<th>Company/Developer</th>
<th>Purchase Date</th>
<th>Expiration Date</th>
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<td>$84,011.25</td>
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<tr>
<td>Ogden Midwest Funding II LLC</td>
<td>April 20, 2017</td>
<td>April 20, 2018</td>
<td>$30,000.00</td>
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<tr>
<td>US Bank National Association</td>
<td>January 4, 2019</td>
<td>January 4, 2020</td>
<td>$1,353,000.00</td>
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<tr>
<td>Horicon Bank (Steven Schmidt-Whiterail Run Road Ext)</td>
<td>January 17, 2019</td>
<td>January 17, 2020</td>
<td>$33,600.00</td>
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Excel: \~\mydocuments\treasurer\treasurerreport.xls
Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes February 21, 2019
7:00 pm

1. Call to Order/ Roll Call
The meeting was called to order by Village President John Jeffords at 7:03 PM. A quorum of the Village Board was present. Present: Village Board of Trustees; Bill Collins, Dan Neu, Tom Wolff and Rock Brandner.

Also present: Village Administrator Jim Healy, Village Attorney John Macy, Attorney Joe Wirth and Deputy Clerk Donna Cox

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:
Ms. Danah Zoulek, 609 Scenic Rd, regarding Closed Session item. Ms. Zoulek asked the Board to not continue with an appeal to the Court of Appeals and stated the ruling has been made. Ms. Zoulek commented that she was quite surprised this item was even on the agenda and remarked at the cost of litigation to the taxpayers. Ms. Zoulek stated there would be a trial held in May, as she has received 57 “animal at-large” tickets from the Washington County Sheriff’s Office.

5. CONSENT AGENDA
a. Vouchers for Payment
b. Treasurer’s Report
c. Meeting Minutes:
   i. July 30, 2018 - Special Meeting
   ii. January 17, 2019 - Regular Meeting
d. New Operators License Applications
e. Resolution R2019-02-01, A Resolution Honoring Eagle Scout Robert Wolff

Motion by Trustee Brandner to approve the Vouchers for Payment, Treasurer’s Report, Minutes of the July 30, 2018 Special Meeting, Minutes of the January 17, 2019 Regular Meeting, New Operators License Applications per the attached list, Resolution No. R2019-02-01, A Resolution Honoring Eagle Scout Robert Wolff, and to authorize the Administrative Services Coordinator to execute a contract with Port-A-John to place one handicap accessible portable restroom in each park and public boat launch; Seconded by Trustee Neu; Motion carried without objection.

6. PUBLIC HEARINGS
President Jeffords read aloud information regarding the Public Hearings.

Motion by Trustee Neu to open the public hearings for agenda items 6a, and 6b.; Seconded by Trustee Wolff; Motion carried unanimously by voice vote.
Pete Hurth, Baudhuin Surveying and Engineering, regarding item 6b. Mr. Hurth stated he went through the zoning map and reviewed all the parcels zoned Upland Conservancy. Mr. Hurth stated they're asking that the Upland Conservancy portion, which is all owned by the same person be used for the density calculation, which would be protected forever in an outlet. The Upland Conservancy portion would not be developed. Asking that 50% of the acreage be used in the density calculations. Mr. Hurth stated that by doing this, it would match what the Village does for Wetlands, Lowland Conservancy and Environmental Corridors and every other environmental classification other than Upland Conservancy. Mr. Hurth stated that by doing the text amendment for Upland Conservancy, will clean things up and making it consistent with everything else.

Danah Zoulek, 609 Scenic Rd, regarding item 6a. Ms. Zoulek stated she is in favor of the rezoning petition and believes this rezoning will be good for the community.

Danah Zoulek, 609 Scenic Rd, regarding item 6b. Ms. Zoulek commented that the constant over regulating in the Village and developers being met with resistance is ridiculous. Ms. Zoulek stated the developers and property owners in the Village need to be treated with more respect and the Board should have more trust in their projects. Ms. Zoulek stated that property owners do not need to be micromanaged and asked the Board to stop the pettiness.

Jim Healy read into record statements received from property owners in support of the various petitions:

Sue Munger, 1950 County Rd CC, regarding item 6b. Ms. Munger would like to try as hard as possible to conserve and protect our environmental corridors and upland and lowland conservancy areas. She stated the property which is backed up to the Highland Ridge land is a unique property with hardwood forests, a major esquire, a swamp and is also in proximity to Lake Five. These environmental areas will be protected more if we can make more changes to benefit and keep them. I am in support of this ordinance amendment.

Jeff Klug, Trustee for the Arlee J Klug Family Trust, 4298 STH 167, regarding item 6a. Mr. Klug issued his support for the property rezoning and stated with his time on the Plan Commission that he believed he was, in fact, always A-2, General Agricultural District.

Motion by Trustee Collins to close the public hearings for agenda items 6a, and 6b.; Seconded by Trustee Neu; Motion carried unanimously by voice vote.

a. Discussion regarding a rezoning petition for property located at 4231 STH 167 (Tax Key: V10 0430025003) from Rs-2, Single Family Residential District to A-2, General Agricultural District - Ordinance O2019-02-01
b. Discussion regarding proposed amendments to multiple Sections of Chapter 70.193, Single-Family Cluster/Open Space Residential District and multiple Sections of 70.209, Upland Conservancy District of the Zoning Code - Ordinance O2019-02-02

7. DISCUSSION/ACTION
a. Discussion/Action regarding proposed Contract with Wellntel Inc. for 2019

Trustee Neu thanked Dr. Cherkauer for all of his hard work.

Trustee Collins inquired as to what are the options for the Village if the business Wellntel Inc. were to go out of business. Trustee Collins questioned who would be the one to monitor this if there wasn’t anyone in the field and would this data be available and accessible.
Administrator Healy will request that Village IT Staff download the data quarterly.

Motion by Trustee Wolff to direct the Village President to execute an agreement with Wellntel for the continuation of the Village's Groundwater Monitoring Program for fiscal year 2019; Seconded by Trustee Brandner; Motion carried without objection.

b. Discussion/Action regarding a rezoning petition for property located at 4231 STH 167 (Tax Key: V10_0430025003) from Rs-2, Single Family Residential District to A-2, General Agricultural District – Ordinance O2019-02-01

Motion by Trustee Collins to approve Ordinance O2019-02-01, an Ordinance to rezone the property located at 4231 STH 167, identified by Tax Key: V10-0430025003, from Rs-2, Single Family Residential District to A-2, General Agricultural District; Seconded by Trustee Neu; Motion carried without objection.

c. Discussion/Action regarding proposed amendments to multiple Sections of Chapter 70.193, Single-Family Cluster/Open Space Residential District and multiple Sections of 70.209, Upland Conservancy District of the Zoning Code- Ordinance O2019-02-02

Motion by Trustee Collins to approve Ordinance O2019-02-02, an Ordinance to amend various Sections of 70.193 and 70.209 of the Village Code; Seconded by Trustee Neu; Motion carries 4-1, President Jeffords opposed.

d. Discussion/Action regarding a Preliminary Plat for Highland Ridge Subdivision (Tax Keys: V10_1250 and V10_1255)

Request to take a five (5) minute recess by Village Staff granted by the Village President.

Motion by Trustee Wolff to refer back to the Plan Commission for consideration of the Preliminary Plat and to direct the Staff to prepare the applicable conditions for approval and with the understanding that the Petitioner has granted an extension until March 22, 2019; Seconded by Trustee Neu; Motion carries without objection.

e. Discussion/Action regarding Alcohol Beverage Retail Application for a new Reserve "Class B" Liquor License for establishment - Basses Taste of Country, located at 3190 County Line Road

Staff has been directed to discuss further with the Town of Lisbon the purchase of a Reserve "Class B" Liquor License and meet on this item at a later date and time.

f. Discussion/Action regarding the rejection of the bids for the 2019 Highway Improvement Program

Administrator Healy discussed the bids came in approximately $300,000 over the Village Engineer's estimate and modifications to the bidding document would need to be made to have the project fall within budget for FY2019. He further discussed that the Village is legally prevented from negotiating with the "low bidder" for a reduced contract price. This information was further confirmed by the Village Attorney and the League of Wisconsin Municipalities. Based on this information, Staff's recommendation was for rejection of the bids.
Village of Richfield  
4128 Hubertus Road, Hubertus, WI  
Village Board Meeting Minutes February 21, 2019  
7:00 pm

Motion by Trustee Neu to “Reject All Bids” for the 2019 Highway Improvement Program and to direct the Village Engineer to again advertise the bidding process; Seconded by Trustee Wolff; Motion carried without objection.

8. PUBLIC COMMENTS – No Additional Comments

9. CLOSED SESSION
   
a. Discussion/Action to enter into Closed Session under Wis. Stats. 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategies to be adopted by the body with respect to litigation in which it is or is likely to become involved. Specifically: Scenic Pit, LLC. v. Village of Richfield and Jim Healy Circuit Court No. 2015CV374

President Jeffords read aloud the Closed Session item:

Motion by Trustee Neu to enter into Closed Session at 9:49 PM pursuant to Wisconsin State Statutes, Section 19.85(1)(g); Seconded by Trustee Wolff; Motion carried unanimously by voice vote.

10. RECONVENE IN OPEN SESSION
   
a. Discussion/Action regarding matters addressed in Closed Session outlined above

Motion by Trustee Collins to Reconvene in Open Session at 10:57 PM; Seconded by Trustee Brandner; Motion carried unanimously by voice vote.

No action taken.

11. ADJOURNMENT

Motion by Trustee Wolff to adjourn the meeting at 11:00 PM; Seconded by Trustee Neu; Motion carried without objection.

Respectfully Submitted,

Jim Healy  
Village Administrator
Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes February 28, 2019
4:30 pm

1. Call to Order/ Roll Call
The meeting was called to order by Village President John Jeffords at 4:31 PM. A quorum of the Village Board was present. Present: Village Board of Trustees; Dan Neu, Tom Wolff and Rock Brandner.

Also present: Village Administrator Jim Healy and Village Attorney John Macy

Excused Absence: Trustee Collins

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. CLOSED SESSION

a. Discussion/Action to enter into Closed Session under Wis. Stats. 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategies to be adopted by the body with respect to litigation in which it is or is likely to become involved. Specifically: Village Sex Offender Ordinances

Village President John Jeffords read 4a aloud.

Motion by Trustee Wolff to enter into Closed Session at 4:31 PM pursuant to Wisconsin State Statutes, Section 19.85(1)(g); Seconded by Trustee Neu; Motion carried unanimously by voice vote.

5. RECONVENE IN OPEN SESSION

a. Discussion/Action regarding matters addressed in Closed Session outlined above including possible adoption of a revised sex offender ordinance.

Motion by Trustee Neu to enter in Open Session at 5:25 PM; Seconded by Trustee Brandner; Motion carried unanimously by voice vote.

Motion by Trustee Brandner to adopt the Ordinance O2019-02-03, entitled “Sex Offender Residency Restriction” as presented, and to omit Section E; Seconded by Trustee Wolff; Motion carried without objection.

6. ADJOURNMENT

Motion by Trustee Wolff to adjourn the meeting at 5:26 PM; Seconded by Trustee Brandner; Motion carried without objection.

Respectfully Submitted,
Jim Healy
Village Administrator
5d
2018-2019

“NEW”

OPERATOR’S LICENSE

APPLICATIONS

• See Attached List
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<td>2. Brenda Lindstadt</td>
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5e
Will be forthcoming
POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE PRELIMINARY PLAT OF HIGHLAND RIDGE SUBDIVISION?

ISSUE SUMMARY:

Background

In February, the Plan Commission considered two (2) proposals related to the Highland Ridge Subdivision. The first, was a petitioned ordinance amendment which failed by a vote of 3-3. The second, was the actual Preliminary Plat, itself. To get to why the Plan Commission reconsidered this petition on March 14th, I would first like to discuss the Ordinance Amendment. Upon receipt of the proposed Ordinance Amendment and after the conclusion of the scheduled Public Hearing, the Village Board voted 4-1 to adopt the proposed amendments to Section 70.193 and Section 70.209. There was considerable discussion by the Village Board regarding the Upland Conservancy District and ultimately it was the policy decision of the Board, by majority vote, to incorporate this Amendment into our Village Code. The intersectionality the Board discussed centered on their desire to ensure the areas zoned UC, Upland Conservancy District, are preserved and protected coupled with the trade-off that it would ultimately result in continued single-family residential growth and the incorporation of these areas into platted subdivisions. The vote was not unanimous, with the Village President voting in opposition to the amendment.

In the subsequent agenda item, the Village Board discussed the Preliminary Plat. At the time the Communication Form was provided to the Board, consistent with the recommendation from the Plan Commission, Staff’s recommendation was for denial. At the request of the Village Board, the matter was referred again to the Plan Commission for their reconsideration and to incorporate our standardized conditions of approval, both general and specific, into any action considered by that Body.

As a result, the Developer agreed to again extend the deadline for the Village to consider approving the Preliminary Plat so that it could be further considered by the Village. At the Plan Commission meeting on March 15th, the Plan Commission recommended without objection the approval of the proposed Preliminary Plat subject to the below-listed General and Specific Conditions of Approval.

Subdivision Analysis

Planning and Zoning

The property, 81.56-acres in total, which are identified by Tax Keys V10_1250 and V10_1251. The proposal would create 24 single-family lots and three (3) outlots. The Preliminary Plat’s layout, which was reviewed on multiple occasions by the Plan Commission, includes lots that range from 1.29 acres to 2.41 acres. The minimum lot size in the Rs-1b zoning district is 1.25 acres. As discussed and at the recommendation of the Fire Company, the Village Engineer, and the Village’s former DPW Supervisor, the proposal connects to Yorkshire Drive, Plateau Drive and Monches Road.

From a planning perspective, the site takes advantage of the existing topography in terms of the road layout and lot layout. Each of the lots are traditionally designed with shapes and proportions accepted by the Village’s lot design standards. Typical of subdivisions, you will notice a progression of smaller to larger lots as you enter off of Monches Road (main entrance) towards the south where the connection point to Yorkshire Drive occurs. You will notice on Lots 18, 17, 15, 14, and 13, the street yard setback is greater than what is required by Code (50’). All other proposed setbacks comply with the Village Code for the Rs-1b, Single-Family Cluster/Open Space Residential District. Between Lots 8
and 9, there is a storm water management easement that travels south to a detention pond. There are three (3) other storm water easements listed on the face of the Plat. Lot 22 is the only other one which has an easement on an actual buildable lot. The other remaining stormwater easements are shown in outlot common space.

In terms of densities and open space requirements, the following calculations have been provided and verified by the Village Engineer:

**DENSITY**

- **Existing R/W**: 1.0 ac (100% deduction) = 1.0 ac
- **Slopes 12-20%**: 1.1 ac (10% deduction) = 0.1 ac
- **Slopes < 21%**: 0.1 ac (50% deduction) = 0.05 ac
- **Environmental Corridor**: 16.7 ac (50% deduction) = 8.4 ac

**TOTAL DEDUCTIONS**: 9.6 ac

**Net Buildable Area**: 81.6 ac — 9.6 ac = 72 ac

**Maximum Number of Lots**: 24 Lots at 1 Lot per 3 ac density

**OPEN SPACE — 40% of Gross Area Required**

- **Gross Area**: 81.6 ac
- **Min. Open Space**: (0.40)(81.6) = 32.6 ac

**Proposed Open Space**:

- **O.L. 1**: 9.0 ac
- **O.L. 2**: 21.8 ac
- **O.L. 3**: 2.9 ac

**TOTAL OPEN SPACE**: 33.7 acres

**Village Engineer**

The Village’s Engineer previously provided several comments relative to the subdivision design, construction plans (grading and road), and storm water management report. All comments related to the Preliminary Plat and Storm Water Management Report have been addressed. The Construction Plans have three (3) minor comments which will be addressed to the satisfaction of the Village Engineer prior to any final authorization. A copy of the correspondence from the Village Engineer as well as the Construction Plans have been included for the convenience of the Village Board and for the public to review.

The Village’s aqua hydrologist, Dr. Doug Cherkauer, has also examined the modified stormwater management features and on February 19th stated that they will meet the Village’s drawdown criterion. A copy of that correspondence has also been included for your review tonight.

**FUTURE IMPACT AND ANALYSIS: REVIEWED BY:**

| Initial Project Costs: N/A | Village Deputy Treasurer |
| Future Ongoing Costs: Administrative and Public Works related | |
| Physical Impact (on people/space): Development of Single-Family Lots | |
| Residual or Support/Overhead/Fringe Costs: Administrative and Public Works related | |
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: March 21, 2019

| SUBJECT: Preliminary Plat – Highland Ridge Subdivision |
| DATE SUBMITTED: March 14, 2019 |
| SUBMITTED BY: Jim Healy, Village Administrator |

**ATTACHMENTS**

1. Review Letter titled “Analysis of possible drawdown on east side of proposed Highland Ridge development” by Dr. Doug Cherkauer dated February 19, 2019
2. Preliminary Plat – Highland Ridge Subdivision dated March 3, 2019
4. Highland Ridge Subdivision Construction Plans prepared by Baudhuin Surveying and Engineering

**STAFF RECOMMENDATION:**

Motion to approve the proposed Preliminary Plat for Highland Ridge Subdivision subject to the following Conditions of Approval:

**Specific Conditions of Approval:**

1. The plat must show all required features listed in the Village's land division regulations (Chapter 330), including but not limited to the following:
   a. signature blocks for surveyor, property owner, village clerk-treasurer, county treasurer, and village board.
   b. mortgagee certification block if the property owner has a mortgage on the property.
2. The subdivider shall provide documentation from Washington County to the Village Administrator indicating that each residential lot has a suitable site for a septic system.
3. The subdivider shall comply with the requirements in Section 70.193(J) of the municipal code with respect to "open space area ownership and maintenance requirements."
4. Prior to any land-altering activity, the subdivider shall submit a stormwater management agreement to the Village Board and obtain approval of the same which is to be recorded at the Washington County Register of Deeds against all properties. Any necessary access easements shall be described with a legal description acceptable to the Village Engineer.
5. Prior to any land-altering activity, the subdivider shall submit to the Village Board and receive approval for a Developer’s Agreement which is to be recorded at the Washington County Register of Deeds against all properties.
6. Prior to any land-altering activity, the subdivider shall submit to the Village and receive approval for Deed Restrictions which is to be recorded at the Washington County Register of Deeds against all properties.
7. Prior to any land-altering activity, the subdivider shall submit approval from the Department of Administration and Washington County for the Preliminary Plat approval.
8. The subdivider shall install all improvements prior to submitting the Final Plat as required by Chapter 330 of the municipal code sections 330-60 and 330-60A.
9. The subdivider shall provide all financial guarantees for any improvements as may be required by Chapter 330 of the municipal code.

(MOTION CONTINUED ON PAGE 4)
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: March 21, 2019

SUBJECT: Preliminary Plat—Highland Ridge Subdivision

DATE SUBMITTED: March 14, 2019

SUBMITTED BY: Jim Healy, Village Administrator

General Conditions of Approval:

1. **Staff and Governmental Approval:** Subject to the developer satisfying all comments, conditions and concerns of the Village Planner, Village Engineer and all reviewing, objecting and approving bodies, which may include but not limited to the State of Wisconsin Department of Safety and Professional Services per ch. 236, Wisconsin Statutes and Ch. SPS 385, Wisconsin Administrative Code; the State of Wisconsin Department of Transportation per ch. Trans. 236, Wisconsin Statutes, and Washington County; in regard to the Final Plat, and obtaining all necessary permits and approvals, and satisfaction of applicable requirements of State, federal and Village Codes, statutes lawful orders, prior to commencing recording of the Final Plat, whichever is earlier.

2. **Financial Guarantee and Agreement:** Subject to the Developer submitting to the Village Clerk and receiving approvals as to form from the Village Attorney and as to amount from the Village Engineer, a letter of credit, cash, or other approved financial guarantee, and subject to the Developer submitting to and receiving from the Village Administrator, Village Attorney, and Village Engineer, approval of a Developer’s Agreement for the improvements (including all public, private and site development improvements), prior to commencing construction of any improvement, whether public or private or site development or recording of the Final Plat, whichever is earlier.

3. **Deed Restrictions:** Subject to the Developer submitting to and receiving from the Village Administrator, Village Attorney and the Village Engineer, approval of the final draft of the deed restrictions, prior to commencing construction of any improvement, whether public or private or site development, or recording of the Final Plat, whichever is earlier.

4. **Professional Fees:** Petitioner shall, on demand, reimburse the Village of 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.

5. **Payment of Charges:** Any unpaid bills owned 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, permits fees or any other fees owned to the Village shall be placed upon the tax roll for the Subject Property if not paid within 30 days of billing by the Village, pursuant to Section 66.0627, Wis. Stats. 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 the conditional approval.

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February 19, 2019

James Healy, Administrator
Village of Richfield

Re: Analysis of possible drawdown on east side of proposed Highland Ridge development

Mr. Healy,

In my previous analyses, I expressed concern that the original design of the development along Plateau Dr. might cause drawdowns of groundwater at the eastern end of the road might cause drawdowns which did not comply with the Richfield Groundwater Protection ordinance. Subsequently, Mr. Peter Hurth submitted a redesign consisting of a small runoff collection area feeding into a French drain at the southwest corner of Lot 22. I then calculated that the drain would need to fill 19 times per year to completely overcome the loss of groundwater recharge caused by the pavement along Plateau Dr., and about 10 times per year to reduce the drawdown to less than one foot.

Mr. Hurth provided me with his estimate that runoff would reach the drain whenever there was a rainfall event of more than 0.5 inches in a single day. He also indicated that runoff would also reach the drain during thaw events in the winter and estimated that there would likely be on the order of 10 of these each year.

I have examined the precipitation record that I have kept at my home since 1996 to determine the historical number of daily rainfall events that exceed 0.5 inches in representative years. In the driest year (2003), there were 15 such events. In the wettest year (2018), there were 24, and for the year with average precipitation (2013), there were 19. It is my conclusion, therefore, that even in the driest year in my record, there were sufficient rainfall runoff events to assure that the proposed drain will provide enough infiltration to allow the Plateau Dr. area to meet the Village’s drawdown limit. This is without even including thaw events.

If the proposed development’s design is modified to include the drain at the southwest corner of Lot 22 and the infiltration area adjacent to the South Pond which Mr. Hurst has designed, Highland Ridge will meet Richfield’s drawdown criterion. It is therefore eligible for a groundwater permit.

Douglas S. Cherkauer
March 13, 2019

Attention: Mr. James Healy, Village Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

RE: Highland Ridge Subdivision
2nd Revision, Construction Plan, Preliminary Plat and Storm Water Management Report Review

Dear Mr. Healy:

We have completed our review of revised Construction Plans, Preliminary Plat and Storm Water Management Report for Highland Ridge Subdivision in the Village of Richfield. Plans were prepared by Baudhuin Surveying and Engineering and received on March 8, 2019. We recommend approval of the revised Construction Plans, Preliminary Plat and Storm Water Management Report contingent upon our comments below being addressed. We offer the following comments:

Construction Plans:

1. The proposed typical cross-section shows a 6 foot terrace area behind curbing at a 2.08% slope. The proposed topography shown on the plan sheets do not reflect this.

2. Proposed topography was amended at the cul-de-sac on Yorkshire Drive to reduce the slope but spot elevation were not revised.

3. Provide a note on the plans requiring compacted granular backfill material for all storm sewer within roadway limits.

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

Ronald D. Dalton, P.E.
Director/Office Manager

RDD/clv

cc: Pete Hurth P.E., Baudhuin Surveying and Engineering
Tim Schwecke, Civi-Tek Consulting

Cedarburg | Green Bay | Madison | Menomonie
6b
POLICY QUESTION: Does the Village Board wish to approve the proposed Developer’s Agreement for Highland Ridge Subdivision subject to the final review and approval of the Village Attorney?

ISSUE SUMMARY:

As part of the development project for Highland Ridge Subdivision, the developers must agree to execute a Developer’s Agreement with the Village. This is our contract with the developers to ensure that certain guarantees and protections are given to the Village regarding the construction and installation of to-be dedicated public infrastructure. Given the fact that we have worked with their project manager, Mr. Pete Hurth, on several developments over the years, they requested the Village’s model form Developer’s Agreement to work off of.

In November of 2018, they provided to Village Staff the draft you are considering tonight. The form of the Developer’s Agreement has been approved by the Village Attorney. However, there is one aspect of the proposed Agreement that is a matter of policy for the Village Board. Specifically, the developers are requesting to install the street in two (2) consecutive lifts. Meaning, they would install the base course of asphalt and final lift of asphalt in the same season.

In preparation for the meeting, Staff communicated with both the Village Attorney and the Village Engineer. While Staff does not have a written correspondence from the Village Attorney regarding the recommended method of road construction, the model form agreement provided by the Municipal Law and Litigation Firm has the road installed in two (2) consecutive seasons, the binder course and the finishing course of asphalt. Attorney Macy will also attend the meeting and may be able to address the frequency in which his clients deviate from their model form agreement.

Additionally, the Village was able to obtain a written correspondence from the Village Engineer regarding this same topic. It was his contention that most of his clients require their roads to be installed in two (2) consecutive seasons. Please see the letter from Village Engineer Ron Dalton regarding the same.

To negotiate with the Village, the developers are proposing to give the Village an additional year of warranty on the road. Meaning, two (2) years after “Final Acceptance”, if the Board allows them to install the road in two (2) consecutive lifts, the road will be fully guaranteed against any defects with workmanship.

While at one time the Village was an outlier in how it handled developers with regards to road construction, from speaking with our consultants, the clear majority of their clients have shifted towards the Village’s traditional way of handling infrastructure improvements. In the opinion of Staff, the taxpayers are sufficiently protected with our regular modus of operandi and while we have deviated in the past for smaller scale residential projects, the Village had more than adequate protections to ensure the taxpayers best interests were considered to offset those concessions. It is the recommendation of Staff that we accept the recommendation of the Village Engineer and the Village Attorney and require the developers to install the roads in the Highland Ridge Subdivision in two (2) consecutive seasons.

FUTURE IMPACT AND ANALYSIS:

Initial Project Costs: N/A
Future Ongoing Costs: Administrative
Physical Impact (on people/space): Development of Single-Family Lots
Residual or Support/Overhead/Fringe Costs: Administrative

Reviewed by: Village Deputy Treasurer
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: March 21, 2019

SUBJECT: Developer’s Agreement — Highland Ridge Subdivision

DATE SUBMITTED: March 14, 2019

SUBMITTED BY: Jim Healy, Village Administrator

ATTACHMENTS
2. 2nd Draft - Developer’s Agreement for Highland Ridge (Draft 3/7/19)

STAFF RECOMMENDATION:

Motion to approve the proposed Developer’s Agreement for Highland Ridge Subdivision, to be recorded with the Washington County Register of Deeds against all properties, subject to the final review and approval of the Village Attorney and the following Conditions of Approval:

Specific Conditions of Approval:
1. The Village Board must approve the Preliminary Plat for the Highland Ridge Subdivision.
2. The subdivider shall provide documentation from Washington County to the Village Administrator indicating that each residential lot has a suitable site for a septic system.
3. The subdivider shall comply with the requirements in Section 70.193(J) of the municipal code with respect to "open space area ownership and maintenance requirements."
4. Prior to any land-altering activity, the subdivider shall submit a stormwater management agreement to the Village Board and obtain approval of the same which is to be recorded at the Washington County Register of Deeds against all properties. Any necessary access easements shall be described with a legal description acceptable to the Village Engineer.
5. Prior to any land-altering activity, the subdivider shall submit to the Village and receive approval for Deed Restrictions which is to be recorded at the Washington County Register of Deeds against all properties.
6. Prior to any land-altering activity, the subdivider shall submit approval from the Department of Administration and Washington County for the Preliminary Plat approval and provide documentation to the Village regarding the same.
7. The subdivider shall install all improvements prior to submitting the Final Plat as required by Chapter 330 of the municipal code sections 330-60 and 330-60A.
8. The subdivider shall provide all financial guarantees for any improvements as may be required by Chapter 330 of the municipal code.

(MOTION CONTINUED ON PAGE 4)
VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: March 21, 2019

SUBJECT: Developer’s Agreement — Highland Ridge Subdivision

DATE SUBMITTED: March 14, 2019

SUBMITTED BY: Jim Healy, Village Administrator

General Conditions of Approval:

1. **Staff and Governmental Approval:** Subject to the developer satisfying all comments, conditions and concerns of the Village Planner, Village Engineer and all reviewing, objecting and approving bodies, which may include but not limited to the State of Wisconsin Department of Safety and Professional Services per ch. 236, Wisconsin Statutes and Ch. SPS 385, Wisconsin Administrative Code; the State of Wisconsin Department of Transportation per ch. Trans. 236, Wisconsin Statutes, and Washington County; in regard to the Final Plat, and obtaining all necessary permits and approvals, and satisfaction of applicable requirements of State, federal and Village Codes, statutes lawful orders, prior to commencing recording of the Final Plat, whichever is earlier.

2. **Financial Guarantee and Agreement:** Subject to the Developer submitting to the Village Clerk and receiving approvals as to form from the Village Attorney and as to amount from the Village Engineer, a letter of credit, cash, or other approved financial guarantee, and subject to the Developer submitting to and receiving from the Village Administrator, Village Attorney, and Village Engineer, approval of a Developer’s Agreement for the improvements (including all public, private and site development improvements), prior to commencing construction of any improvement, whether public or private or site development or recording of the Final Plat, whichever is earlier.

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4. **Professional Fees:** Petitioner shall, on demand, reimburse the Village of 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.

5. **Payment of Charges:** Any unpaid bills owned 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, permits fees or any other fees owned to the Village shall be placed upon the tax roll for the Subject Property if not paid within 30 days of billing by the Village, pursuant to Section 66.0627, Wis. Stats. 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 the conditional approval.

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DEVELOPER'S AGREEMENT
FOR
HIGHLAND RIDGE
VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN

THIS AGREEMENT made this 1ST day of March, 2019, between Monches Investments LLC, a limited liability company, 3640 Red Oak Court Hubertus, WI, 53033 hereinafter called "DEVELOPER", and the VILLAGE of RICHFIELD in the County of Washington and the State of Wisconsin, hereinafter called the "VILLAGE".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of approximately 80 acres of land in the VILLAGE, said land being described on EXHIBIT A and shown on EXHIBIT B preliminary plat attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to divide and develop SUBJECT LANDS for residential purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land division and development; and

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of approval, the governing body of a municipality within which the subject lands lie may require that the DEVELOPER make and install any public improvements reasonably necessary and/or that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within reasonable time; and

WHEREAS, said SUBJECT LANDS are presently zoned residential RS-1B, which allows the above development; and

WHEREAS, the DEVELOPER and VILLAGE desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the VILLAGE, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, this agreement and as required by the VILLAGE Engineer, without cost to the VILLAGE; and

WHEREAS, this agreement is necessary to implement the VILLAGE zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this agreement, conditions approved by the VILLAGE Plan Commission and VILLAGE Board, conditions of certain agencies and individuals in the County, all VILLAGE ordinances and all laws and regulations governing said development; and

Draft of November 1, 2018
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPTER does hereby agree to develop SUBJECT LANDS as follows and as otherwise regulated by VILLAGE ordinances and all laws and regulations governing said development, the parties hereto agree as follows:

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

A. PUBLIC STREETS: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all current federal, state, county and VILLAGE specifications, regulations and ordinances, and written proof from the VILLAGE Engineer evidencing review and approval of said plans.

2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, or final plat as the case may be and the plans and specifications on file in the VILLAGE Clerk's office dated the 1st day of December, 2019.

3. "Reserved" for future use

4. The two consecutive lifts of the public streets will be completed and presented to the VILLAGE Board no later than September 1, 2019, or as extended by the VILLAGE Board. The two courses must be installed prior to filing of the final plat.

5. The DEVELOPER shall maintain public streets, not including snowplowing, until Final Acceptance is granted by the VILLAGE Board as set forth in Section III.

6. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the VILLAGE Engineer. Said "as built" shall be on reproducible mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.

7. Contractors working on the development or on individual lots are required to clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until Final Acceptance has been granted by the VILLAGE Board as described in Section III. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the VILLAGE. If said mud, dirt, stone or debris are not cleaned up after notification, the VILLAGE Board may [2]
do so at the Developer’s and/or subject property owner’s expense, at the option of the VILLAGE.

B. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER’S Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all current federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and written proof that the VILLAGE Engineer has reviewed and approved said plans.

2. The DEVELOPER shall construct, install, furnish and provide facilities for surface and storm water drainage throughout the development with capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications, and all current applicable federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the VILLAGE Engineer, on file in the VILLAGE Clerk’s office dated the 1st day of May, 2019, including where necessary as determined by the VILLAGE Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/detention basins.

3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the VILLAGE Board before any building permits are issued.

4. The VILLAGE Board will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with plans and specifications to the satisfaction of the VILLAGE Engineer.

5. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the VILLAGE Board.

6. The VILLAGE retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the VILLAGE Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area within 2 year of completion.

7. To furnish “as built” plans of the entire drainage system, pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of Building Permits, if required by the VILLAGE Engineer.

C. GRADING, EROSION AND SILT CONTROL: The DEVELOPER hereby agrees that:

[3]
1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER’S Engineer or Surveyor that said plan, once implemented, shall meet all current federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, and written proof that the VILLAGE Engineer, and the Army Corps of Engineers, if applicable, have approved said plans.

2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the VILLAGE Engineer, and Army Corps of Engineers, if applicable.

D. LANDSCAPING AND SITE WORK: The DEVELOPER hereby agrees that:

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses (excluding non-invasive species) not actually lying on the public streets, drainageways, building foundation sites, private driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.

2. The DEVELOPER, as required by the VILLAGE, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.

3. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the VILLAGE Engineer prior to the issuance of any building permits.

4. The VILLAGE has the right to trim and remove any features which would interfere with safe operation and maintenance of the VILLAGE right-of-ways and drainageways.

E. STREET SIGNS AND TRAFFIC CONTROL SIGNS: The DEVELOPER hereby agrees that:

1. Street signs, traffic control signs, culverts, posts and guard rails as required by the VILLAGE shall be obtained and placed by the VILLAGE, or by the DEVELOPER with approval of the VILLAGE, and the cost thereof shall be paid by the DEVELOPER.

2. All traffic control signs and street signs, as required by the VILLAGE will be installed by the Village within five (5) working days of the placement of the final lift of asphalt.
F. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the VILLAGE Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the VILLAGE is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the VILLAGE may cause such work to be carried out and shall charge against the financial guarantee held by the VILLAGE pursuant to this agreement.

SECTION II. TIME OF COMPLETION IMPROVEMENTS:

The improvements set forth in Section I above shall be completed by the DEVELOPER prior to filing the final plat.

SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the VILLAGE. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the VILLAGE Board. The two-year guarantee period provided for in this agreement shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the two-year guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER shall, without charge to the VILLAGE, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the VILLAGE, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the VILLAGE shall have the right to connect or integrate other improvements as the VILLAGE decides, with no payment or award to, or consent required of, the DEVELOPER.

Dedication shall not constitute acceptance of any improvement by the VILLAGE Board. All improvements will be accepted by the VILLAGE Board by separate resolution at such time as such improvements are in acceptable form and according to the VILLAGE specifications. Said resolution shall be recorded, if needed, with the Washington County Register of Deeds. DEVELOPER will furnish proof to the VILLAGE, prior to the
dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the VILLAGE as set forth herein, the same shall be accepted by the VILLAGE Board if said improvements have been completed as required by this agreement and as required by all federal, state, county or VILLAGE guidelines, specifications, regulations, laws and ordinances and initially approved by the VILLAGE Engineer.

SECTION VI. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER.

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the VILLAGE or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION VII. GUARANTEES OF IMPROVEMENTS:

A. Guarantee. The DEVELOPER shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Final Acceptance (as described in Section III), by providing the VILLAGE with cash or a letter of credit in a form acceptable to the VILLAGE Attorney in an aggregate amount of fifteen (15%) percent of the total cost of all improvements. The DEVELOPER shall pay for any damages to VILLAGE property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the VILLAGE might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to VILLAGE property and/or improvements, and the VILLAGE is required to draw against the cash or letter of credit on file with the VILLAGE, the DEVELOPER is required to replenish said monies up to the aggregate amount of fifteen (15%) percent of the total cost of all improvements.

B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the VILLAGE Board at the expiration of the guarantee period.
C. **Notice of Repair.** If during said guarantee period, the improvements shall, in the reasonable opinion of the VILLAGE Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the VILLAGE of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the VILLAGE in the aforementioned notification, after notice has been sent as provided herein, the VILLAGE Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the VILLAGE Board may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the VILLAGE Board in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. **Maintenance Prior to Acceptance.**

1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the VILLAGE Board as described in Section III. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the VILLAGE Board retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated reasonable costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.

2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the VILLAGE Board. Should the DEVELOPER fail to meet this requirement, the VILLAGE Board will may cause the work to be done and will thereafter bill the DEVELOPER on a reasonable time and material basis. Said bill shall be paid immediately by the DEVELOPER.

3. In the event drainage problems arise within the subject property or related activities on the subject property, the DEVELOPER shall correct such problems to the satisfaction of the VILLAGE Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the VILLAGE Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.
SECTION VIII. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS:

The VILLAGE shall not be responsible to perform repair on any improvements until Final Acceptance is granted by the VILLAGE Board as described in Section III.

SECTION IX. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL PLAT:

If a DEVELOPER proceeds with the installation of public improvements or other work on the site prior to approval of the final plat, it proceeds at its own risk as to whether or not the final plat will receive all necessary approvals. The DEVELOPER, prior to commencement of the installation of public improvements or other work on site, shall notify the VILLAGE of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on site, prior to approval of the final plat. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on site inspected by the VILLAGE Engineer.

SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the VILLAGE Board, the DEVELOPER shall file with the VILLAGE cash or a letter of credit setting forth terms and conditions in a form approved by the VILLAGE Attorney in the amount as approved by the VILLAGE Engineer as a guarantee that the DEVELOPER will perform all terms of this agreement no later than two years from the signing of this agreement except as otherwise set forth in this agreement. If at any time:

A. The DEVELOPER is in default of any aspect of this agreement, or
B. The DEVELOPER does not complete the installation of the improvements within the time period specified in this agreement.
C. The letter of credit on file with the VILLAGE is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by VILLAGE Engineer, and in a form approved by the VILLAGE Attorney, to pay the costs of improvements in the Subdivision,

the DEVELOPER shall be deemed in violation of this agreement and the VILLAGE Board shall have the authority to draw upon the letter of credit.

The amount of the cash or letter of credit may be reduced by resolution of the VILLAGE Board as the improvements are completed by the DEVELOPER, provided that the remaining cash or letter of credit is sufficient to secure completion of the remaining improvements.

[8]
The lending institution providing the irrevocable letter of credit shall pay to the VILLAGE Board all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the irrevocable letter of credit, and upon its failure to do so, in whole or in part, the VILLAGE shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no building or occupancy permits are required to be issued for any homes, including model homes, until the VILLAGE Engineer has determined that:

A. The installation of the first lifts of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed and accepted by the VILLAGE Board.

B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the VILLAGE Board.

C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the VILLAGE Engineer.

D. All required grading plans have been submitted to, reviewed by and approved by the VILLAGE Engineer.

E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this agreement.

F. The DEVELOPER has prepared appropriate deed restrictions which are approved by the VILLAGE, filed with the VILLAGE Clerk and recorded with the Register of Deeds.

G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.

H. The DEVELOPER is not in default of any aspect of this agreement.

I. There is no default of any aspect of this agreement.

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS:

The VILLAGE reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this agreement.
SECTION XIII. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

Provide any easements including vision easements on SUBJECT LANDS deemed necessary by the VILLAGE Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.

B. MANNER OF PERFORMANCE:

Cause all construction called for by this agreement to be carried out and performed in a good and workmanlike manner.

C. SURVEY MONUMENTS:

Properly place and install any lot, block or other monuments required by State Statute, VILLAGE Ordinance or the VILLAGE Engineer.

D. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the VILLAGE Board, VILLAGE Planner and VILLAGE Attorney, and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The deed restrictions shall also contain the following language:

"Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan attached hereto, 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 cost of the same."

E. GRADES:

Prior to the issuance of a building permit for a specific lot, the DEVELOPER and/or lot owner and/or their agent shall furnish to the Building Inspector of the VILLAGE a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

F. UNDERGROUND UTILITIES:
Install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

G. PERMITS:

Provide and submit to the VILLAGE requesting the same, valid copies of any and all governmental agency permits.

H. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the VILLAGE Engineer.

I. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

J. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and Final Acceptance has been granted by the VILLAGE Board as described in Section III. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the VILLAGE Engineer. If said debris is not cleaned up after notification, the VILLAGE may do so at the DEVELOPER’S and/or subject property owner’s expense.

K. PUBLIC CONSTRUCTION PROJECTS:

If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.

L. DIGGERS HOTLINE:

Developer’s contractor shall notify Diggers Hotline and provide evidence of such notification to the Village Clerk before commencement of any land disturbing activities on the Subject Lands.
SECTION XIV. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the VILLAGE promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the VILLAGE in connection with this subdivision or relative to the construction, installation, dedication and acceptance of the subdivision improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the VILLAGE pursuant to this agreement, or assessed against the subdivision land as a special charge pursuant to 66.0627, Wis. Stats.

SECTION XV. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the VILLAGE, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties. The DEVELOPER shall also name as additional insureds on its general liability insurance the VILLAGE, its officers, agents, employees and any independent contractors hired by the VILLAGE to perform services as to this subdivision and give the VILLAGE evidence of the same upon request by the VILLAGE.
SECTION XVI INSURANCE:

The DEVELOPER, its contractors, suppliers and any other individual working on the SUBJECT PROPERTY shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the VILLAGE.

SECTION XVII. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

The parties mutually agree that the VILLAGE Chair of the VILLAGE Board, and/or the VILLAGE Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability for LLC members (Don Weyer, David Weyer and Amy Boehler) as may otherwise exist, being expressly released and/or waived.

SECTION XVIII. GENERAL CONDITIONS AND REGULATIONS:

All current provisions of the VILLAGE Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XIX. ZONING:

The VILLAGE does not guarantee or warrant that the subject lands of this agreement will not at some later date be rezoned, nor does the VILLAGE herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION XX. COMPLIANCE WITH CODES AND STATUTES:

The DEVELOPER shall comply with all current and future applicable codes of the VILLAGE, County, State and federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the VILLAGE, County, State or federal government.

SECTION XXI PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

The DEVELOPER acknowledges that the subject land is subject to a conditional preliminary plat approval and a conditional final plat approval by the VILLAGE of Richfield. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional preliminary plat approval for the subject property is attached hereto and incorporated herein as EXHIBIT C, and the conditional final plat approval for the subject property is incorporated herein as EXHIBIT D. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the
more restrictive shall apply. Should the Developer's agreement be recorded prior to approval of the final plat, the final plat approval conditions may be attached as EXHIBIT D after the final plat is approved.

SECTION XXII. AGREEMENT FOR BENEFIT OF PURCHASERS:

The DEVELOPER agrees that in addition to the VILLAGE'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of any lot or any interest in any lot or parcel of land in the subdivision. Notwithstanding the foregoing, or any other provision of this Agreement, it is expressly understood and agreed that any or all of the provisions of this agreement may be amended, modified, waived, and/or annulled by written amendment by and between the DEVELOPER and the VILLAGE alone pursuant to Section XXVI of this Agreement, without any requirement that the purchaser or owner of any lot or parcel of land in the Subdivision, or the holder of any interest in any lot or parcel of land in the subdivision, join in or consent to same.

SECTION XXIII. ASSIGNMENT:

The DEVELOPER shall not assign this agreement without the written consent of the VILLAGE. The assignee must agree to all terms and conditions of this document in writing.

SECTION XXIV. PARTIES BOUND:

The DEVELOPER or its assignees shall be bound by the terms of this agreement or any part herein as it applies to any phase of the development of the subdivision.

SECTION XXV. HEIRS & ASSIGNS:

This agreement is binding upon the DEVELOPER, owners, their heirs, their assigns, and any and all future owners of the subject lands.

SECTION XXVI. AMENDMENTS:

The VILLAGE and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the VILLAGE Board. The VILLAGE shall not, however, consent to an amendment until after first having received a recommendation from the VILLAGE'S Plan Commission.

IN WITNESS WHEREOF, the DEVELOPER and the VILLAGE have caused this agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.
Monches Investments LLC

By: __________________________

_____________________________

_____________________________

Authorized Signatories- Don Weyer, member
David Weyer, member
Amy Boehler, member

STATE OF WISCONSIN )
County of ___________ )ss.

Personally came before me this _____ day of ___________, 2019, the above-named __________________, Authorized Signatory of _____________________________, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____________________________

NOTARY PUBLIC, STATE OF WI

My commission expires: ___________

VILLAGE OF ___________

______________________________COUNTY, WISCONSIN

_____________________________

VILLAGE President

_____________________________

VILLAGE Clerk
STATE OF WISCONSIN )
COUNTY OF ________ )ss.

Personally came before me this ______ day of __________, 2019, the above-
named ____________________, VILLAGE President, and
______________________, VILLAGE Clerk, of the above-named municipal corporation,
to me known to be the persons who executed the foregoing instrument and to me
known to be such individual and VILLAGE Clerk of said municipal corporation and
acknowledged that they executed the foregoing instrument as such officers as the deed
of said municipal corporation by its authority and pursuant to the authorization by the
VILLAGE Board from their meeting on the ______ day of __________, 2019.

______________________________________________________________
NOTARY PUBLIC, STATE OF WI
My commission expires:________________________

APPROVED AS TO FORM:

______________________________________________________________
VILLAGE Attorney

As Revised November __, 2019
March 13, 2019

Attention: Mr. James Healy, Village Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

RE: Highland Ridge Subdivision Asphalt Paving

Dear Mr. Healy:

We are in agreement with the Village policy of placing asphalt concrete surface course the year following the construction public infrastructure, roadway base course and asphaltic concrete binder or lower layer. This allows for one season of potential settling of base and utility trenches.

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

Ronald D. Dalton, P.E.
Director/Office Manager

RDD/olv
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VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: March 21, 2019

SUBJECT: Deed Restrictions — Highland Ridge Subdivision
DATE SUBMITTED: March 14, 2019
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE PROPOSED DEED REQUIREMENTS FOR HIGHLAND RIDGE SUBDIVISION?

ISSUE SUMMARY:

One of the remaining elements of the approval for the Highland Ridge Subdivision is the Village Board’s consideration of the Deed Restrictions for the subdivision. Deed Restrictions or otherwise called ‘restrictive covenants’ or ‘covenants’ are restrictions applicable to the property’s deed that would further limit how a property could be used. Depending on the developer, they can be more restrictive than the local ordinances and more often than not, can reference ordinances in place at the time of the adoption. These restrictions might control the aesthetic of the development, for example, building materials that can be used in construction, paint colors property owners would be able to use or shingle types. Or, they may restrict ‘uses’ like the ability to rent with services like Vacation Rental By Owner (VRBO) and AirBnB, restrict the ability to park cars outside, and construct permissible structures in your yard like fences or above-ground pools.

These types of agreements between the developer and prospective land owners are not the Village’s concern because deed restrictions are essentially a private contract. They are an agreement in which a prospective property owner freely enters by virtue of purchasing a property. The only considerations the Village typically looks for are that they establish language for the future maintenance of open space common areas similar to our Storm Water Management Agreement, establish the fact that the Village has the ‘right’ but not the ‘obligation’ to enforce subdivision covenants, and that the restrictions are not less restrictive than our Village Code.

On November 8, 2018, the Village Attorney reviewed the Deed Restrictions and offered limited comments. Please refer to the attachment for further information. The only outstanding item from the Village Attorney’s perspective that was not addressed was the creation of the HOA and Architectural Control Committee. It was the recommendation of the Village Attorney that these legal entities be formed so that in the event the developer goes bankrupt, that the homeowners are not the ones responsible for creating the same. While this is a civil matter that does not technically involve the Village, it is worth noting that this was the only outstanding policy consideration.

Additionally, please consider the following:

- Exhibit A depicting the subdivision is not included in this Draft of the Deed Restrictions.
- Pg. 6 – There are not 25 Lots in the subdivision. It should be corrected to reflect the number of Lots on the Plat (24).
- Two pets per Lot are allowed in this subdivision
- Home Occupations are limited
- Outdoor parking is generally not permitted
- Temporary structures are not allowed without prior authorization
- Homes must be reviewed in HOA Architectural Control Process
- Minimum home size requirement is 2,100sqft
- Deed Restrictions in place for 25 years and renewed in successive 10 year increments unless appropriately terminated.
VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: March 21, 2019

SUBJECT: Deed Restrictions – Highland Ridge Subdivision

DATE SUBMITTED: March 14, 2019

SUBMITTED BY: Jim Healy, Village Administrator

**FUTURE IMPACT AND ANALYSIS:**

<table>
<thead>
<tr>
<th>Initial Project Costs: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Future Ongoing Costs: Administrative</td>
</tr>
<tr>
<td>Physical Impact (on people/space): Per Deed Restrictions</td>
</tr>
<tr>
<td>Residual or Support/Overhead/Fringe Costs: Administrative</td>
</tr>
</tbody>
</table>

**ATTACHMENTS**

1. Letter dated November 8, 2018 from Attorney John Macy titled “Highland Ridge Subdivision; Declaration of Covenants, Conditions and Restrictions
2. Declaration of Covenants, Conditions and Restrictions of Highland Ridge

**STAFF RECOMMENDATION:**

Motion to approve the proposed Declaration of Covenants, Conditions and Restrictions for Highland Ridge Subdivision subject to the following Conditions of Approval:

**Specific Conditions of Approval:**

1. The Preliminary Plat for Highland Ridge Subdivision must be approved by the Village Board.
2. The subdivider shall provide documentation from Washington County to the Village Administrator indicating that each residential lot has a suitable site for a septic system.
3. The subdivider shall comply with the requirements in Section 70.193(J) of the municipal code with respect to "open space area ownership and maintenance requirements."
4. Prior to any land-altering activity, the subdivider shall submit a stormwater management agreement to the Village Board and obtain approval of the same which is to be recorded at the Washington County Register of Deeds against all properties. Any necessary access easements shall be described with a legal description acceptable to the Village Engineer.
5. Prior to any land-altering activity, the subdivider shall submit to the Village Board and receive approval for a Developer’s Agreement which is to be recorded at the Washington County Register of Deeds against all properties.
6. Prior to any land-altering activity, the subdivider shall submit approval from the Department of Administration and Washington County for the Preliminary Plat approval.
7. The subdivider shall install all improvements prior to submitting the Final Plat as required by Chapter 330 of the municipal code sections 330-60 and 330-60A.
8. The subdivider shall provide all financial guarantees for any improvements as may be required by Chapter 330 of the municipal code.

(MOTION CONTINUED ON PAGE 4)
SUBJECT: Deed Restrictions – Highland Ridge Subdivision

DATE SUBMITTED: March 14, 2019

SUBMITTED BY: Jim Healy, Village Administrator

General Conditions of Approval:

1. **Staff and Governmental Approval:** Subject to the developer satisfying all comments, conditions and concerns of the Village Planner, Village Engineer and all reviewing, objecting and approving bodies, which may include but not limited to the State of Wisconsin Department of Safety and Professional Services per ch. 236, Wisconsin Statutes and Ch. SPS 385, Wisconsin Administrative Code; the State of Wisconsin Department of Transportation per ch. Trans. 236, Wisconsin Statutes, and Washington County; in regard to the Final Plat, and obtaining all necessary permits and approvals, and satisfaction of applicable requirements of State, federal and Village Codes, statutes lawful orders, prior to commencing recording of the Final Plat, whichever is earlier.

2. **Financial Guarantee and Agreement:** Subject to the Developer submitting to the Village Clerk and receiving approvals as to form from the Village Attorney and as to amount from the Village Engineer, a letter of credit, cash, or other approved financial guarantee, and subject to the Developer submitting to and receiving from the Village Administrator, Village Attorney, and Village Engineer, approval of a Developer's Agreement for the improvements (including all public, private and site development improvements), prior to commencing construction of any improvement, whether public or private or site development or recording of the Final Plat, whichever is earlier.

3. **Deed Restrictions:** Subject to the Developer submitting to and receiving from the Village Administrator, Village Attorney and the Village Engineer, approval of the final draft of the deed restrictions, prior to commencing construction of any improvement, whether public or private or site development, or recording of the Final Plat, whichever is earlier.

4. **Professional Fees:** Petitioner shall, on demand, reimburse the Village of 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.

5. **Payment of Charges:** Any unpaid bills owned 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, permits fees or any other fees owned to the Village shall be placed upon the tax roll for the Subject Property if not paid within 30 days of billing by the Village, pursuant to Section 66.0627, Wis. Stats. 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 the conditional approval.
November 8, 2018

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

Re: Highland Ridge Subdivision
Declaration of Covenants, Conditions and Restrictions
First Draft

Dear Mr. Healy:

I received the above-noted document and your request that I review the same. I have had an opportunity to carefully consider this matter.

Based upon my review, I hereby approve the form of the same, subject to the following comments, questions, concerns and recommendation.

1. Section 2.1 of the Declaration requires the Declarant to establish a homeowners' association, which has numerous responsibilities in the administration of this subdivision. We have encountered situations in recent years where developers have failed to do so. This proved to be particularly problematic in the economic downturn when the developers went bankrupt or otherwise were judgement proof. We have started recommending that you require proof that these associations have been duly created, and the documents are properly recorded, prior to the plat being recorded.

2. The protections that we ordinarily recommend for the Village within development deed restrictions have all been properly addressed in this draft.

If you should have any questions or concerns regarding these matters, please do not hesitate to contact me.

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

John P. Macy

cc: Donna Cox, Village Deputy Clerk
DECLARATION

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

HIGHLAND RIDGE

This Declaration of Covenants, Conditions and Restrictions of Highland Ridge (this "Declaration") is made and entered into by Monches Investments, LLC ("Declarant").

RECITALS

Declarant owns certain real property, described on the attached Exhibit A, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, covenants, restrictions, conditions, easements and uses upon such real property (except for dedicated streets); and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

GENERAL PURPOSE

The general purpose of this Declaration is to ensure the best use and most appropriate development and improvement of each lot thereof; to protect owners of lots against such use of surrounding lots as will detract from the residential value of their property; to preserve, as far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or poorly proportioned structures; to obtain harmonious use of material and color scheme; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on lots to prevent haphazard and inharmonious improvement of building sites;
to secure and maintain proper setbacks from street and adequate free spaces between structures and, in general, to provide adequately for a high quality of improvement on all property, and thereby to preserve and enhance the values of investments made by purchasers of building sites therein. Declarant makes no assurance that the stated intentions shall result in stability or increase in value of a lot in the subdivision. All such activities required and permitted through these covenants shall comply with all rules and regulations as may be established by the Village of Richfield.

DRAFTED 11/1/2018

ARTICLE 1  DEFINITIONS

The following terms shall have the assigned definitions:

1.1  **Association.** The "Association" shall mean Highland Ridge, the members of which shall be all owners of Lots in the Subdivision.

1.2  **Association Insurance.** "Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.3  **Board.** The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.

1.4  **Building.** A "Building" shall be any freestanding structure located in the Subdivision.

1.5  **Bylaws.** The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.6  **Common Areas.** The "Common Areas" under these Declarations consist of All non lot and non road right of way areas within the plat. Common areas shall be maintained by the Owners Association as detailed herein. All outlots in this subdivision shall be owned in equal undivided interest by the owners of lots in the subdivision.
1.7 Common Improvements. The "Common Improvements" consist of the following, some of which may be located in the Common Areas and some of which may be located in public streets; all signs on the property generally identifying the Subdivision as "Highland Ridge", and any ponds, buildings or other improvements made by the Association in the Common Areas. The storm water pond and storm water infiltration areas are considered common improvements.

1.8 Declarant. The "Declarant" shall mean Monches Investments, LLC, a Wisconsin limited liability company and the successors and assigns of Declarant pursuant to assignment in accordance with Section 15.7 of this Declaration.

1.9 Declaration. "Declaration" shall mean this Declaration as the same may be amended from time to time.

1.10 Director. A "Director" shall mean a member of the Board.

1.11 Drawings. The term "Drawings" is defined in Section 6.1 (b).

1.12 Highland Ridge Documents. "Highland Ridge Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.

1.13 Lot. "Lot" shall mean a platted lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

1.14 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

1.15 Mortgagee. "Mortgagee" shall mean the holder of a mortgage.

1.16 Occupant. "Occupant" shall mean the Owner and any other person residing on a Lot.

1.17 Owner. "Owner" shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Lots which it holds title.
1.18 Pet. A "Pet" is a domestic dog, cat or bird (other than large birds of prey) which are not maintained for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the Property as pets of any Occupant.

1.19 Plat. A "Plat" is the plat of the Property as recorded in the Register's Office.

1.20 Property. The "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.

1.21 Register's Office. The "Register's Office" shall mean the office of the Register of Deeds for Washington County, Wisconsin.

1.22 Rules. The "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.23 Subdivision. "Subdivision" shall mean all of Lots as shown on the Plat.

1.25 Village. "Village" shall mean the Village of Richfield, Wisconsin, and its successors.

ARTICLE 2 ASSOCIATION OF OWNERS

2.1 Administration. Declarant shall establish the Association, which shall be incorporated and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules and all other uses and restrictions on the property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.
2.2 **Membership and Voting.** Each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 **Control of Association.** Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) fifteen (15) years from the date that the first Lot is conveyed to any person other than Declarant; or (2) thirty (30) days after the conveyance by Declarant to an unrelated third party purchasers of all Lots; or (3) Declarant's election to waive its rights to control.

2.4 **Management.** The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days notice without payment of penalty.

2.5 **Approvals.** Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing. Proposals to affect the Common Areas or Common Improvements require approval of the Board, not the ACC. If the result of a proposal would be to cause an encroachment on any public street or utility, or any easement area.
or would affect the storm water drainage system on the Property, the prior express written consent of the Village is required.

## 2.6 Ownership of Common Areas

Each Owner of a Lot shall own a 1/25 interest in the Common Areas to be held by the Owners as undivided interests as tenants in common, subject to the following incidences:

(a) By each initial conveyance of a Lot to an Owner, each Owner shall obtain their individual interest in the Common Areas. Each Owner, on its own behalf and on behalf of its successors and assigns, by acceptance of a deed or other transfer of a Lot, waives any and all right that the Owner might now or hereafter have to maintain any action or petition for partition with respect to the Owner's interest in the Common Areas or to compel any sale by action at law or in equity. No Owner shall sever its interest in the Common Areas from its ownership of its Lot.

(b) The Declarant and the Owners hereby appoint the Association as the "agent" for the administration of the Common Areas, with the complete authority over the Common Areas as described herein. The Association shall not have the right to sell, mortgage, or lease any or all of the Common Areas except if approved by the Owners as an amendment hereto under Article 9.

(c) The appointment of the Association as the agent for the Common Areas is not intended to create any other agency, joint venture or partnership relationship among the Owners or between the Association and the Owners. No Owner shall have fiduciary duties to another by virtue of the tenancy-in-common interest in the Common Areas. The Association shall not have any duties as a partner, or the like, including but not limited to income tax reporting to the Owners.

(d) The rights of the Association, as agent and the Owners as the Common Areas shall not be affected by federal or state bankruptcy or insolvency proceedings, or analogous proceedings for creditor or debtor relief, against any one individual Owner.

(e) Declarant is advised that each Owner's interest in the Common Areas may be assessed and taxed for real estate tax purposes. Declarant makes no assurance that taxes will be levied in this manner. If any one Owner fails to pay taxes as and when due with respect to such Owner's interest in one or more of the Common Areas, then the Association may, but is not obligated to, pay such amount and levy a special assessment in such amount on such Owner.

(f) Appointment of the Association as agent shall not be rescinded or limited unless the appointment is rescinded or limited by an amendment to this Declaration in accordance with Article 9.
ARTICLE 3 ASSESSMENTS

3.1 Budget and Assessments. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied and special assessments, or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Section 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses. Assessments shall be approved by a duly convened meeting of the Board of Directors. Notice of assessment shall be personally delivered or emailed to each owner subject to the assessment or delivered by regular mail to the last known address of such owner. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. Members of the Board of Directors shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involves a mistake in judgment or negligence by the member, agents or employees of the Board of Directors. The Association shall indemnify and hold the members of the Board of Directors harmless from and against all costs and expenses in connection with any suit or other action relating to the performance of their duties hereunder. The members of the Board of Directors shall not be entitled to any compensation for the services of such members. If a lot owner is delinquent in the payment of charges, assessment and special assessments charged or levied against his or her lot, he or she shall not be entitled to vote until all such charges and assessments have been paid. Members may vote in person or by proxy.

3.2 Installments: Late Payments. General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement: Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeing to enforce payment including the Association's reasonable attorney's fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office, in the same manner as a
condominium lien would be imposed. The lien shall be enforced generally in the manner in which condominium liens are enforced. Liens for unpaid assessments shall also extend to any secure interest, fines and reasonable costs of collection including attorney’s fees incurred by the Association incident to the collection of assessment or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Section 2.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

3.4 **Association Statements.** Within ten (10) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

3.5 **Payment of Assessments by Declarant.** Declarant has made a contribution to the Association in lieu of all assessments which might otherwise be imposed on Declarant's Lots. The Association shall have no power to levy assessments against Declarant or Lots for which Declarant is the Owner.

3.6 **Common Expenses and Surpluses.** Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

3.7 **Litigation Reserve.** Upon initial conveyance of each Lot by Declarant, each new Owner shall deposit with the Association a nonrefundable sum of $500, to be placed in a litigation reserve fund. The litigation reserve fund shall be used to pay legal fees and costs in the event that the Association or the Declarant is involved in a proceeding related to enforcing or defending the terms and conditions of this Declaration, whether in a proceeding commenced by or against the Association or in which the Association intervenes. The Board may invest said funds and all returns on such investments shall become a part of the fund; provided that the Board may transfer amounts out of the fund to the Association's general funds if it is determined that a lesser amount is appropriate, so long as such fund is not below the minimum set above. If necessary, the board may levy a general or special assessment to replenish such fund. The Declarant shall not be obligated to contribute any funds to the litigation reserve escrow fund other than as set forth above.

3.8 **Developer Expenses.** Developer shall be responsible for all assessments levied against any platted Lot prior to a sale of such Lot by Developer. However, Developer shall not
be responsible for any general or special assessments which may be levied by the Association for improvements, capital expenditures, reserves, or replacement funds of any kind. The Board may at any time levy assessments for such purposes against the Lot owners (other than Developer) and against all Lots, including those owned by the Developer, except that such Assessment against any Lot(s) owned by the Developer shall not be due or otherwise collectible until Developer conveys title to such Lot and then only from the Developer’s successors in interest, with any lien therefore not being effective until after the date of transfer of title.

ARTICLE 4 MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility. Each Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guest, invitees, contractors or tenants. Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

4.2 Association Responsibility. The Association shall maintain in good condition and repair, replace, and operate all of the Common Areas and Common Improvements, including landscaping, trees, and plantings in the Common Areas and trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas. The storm pond located within the subdivision shall be maintained as follows:

(a) Inspect outlet structure annually for clogging, unclog pipe and outlet structure as needed.
(b) Removed sediment from base of pond should less than 3 feet of permanent pool depth exist in greater than 50 percent of the surface area of the permanent wet pool.
(c) Repair any observed leaks or washouts of the pond walls as needed.
(d) Should the homeowner’s association not perform the required maintenance and repairs, the Village shall have the right to make needed repairs and assess back the cost to each individual lot owner as a special assessment on their property taxes.

4.3 Village Discretionary Authority. In the event the Association does not properly landscape or maintain any Common Area or Common improvement, or properly maintain any signage, the Village of Richfield may send written notice to the Association indicating that the Village has determined that the Common Area or Common improvements 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 or Common improvement and/or sign 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 or Common Improvement and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village of Richfield, charges shall become a lien upon the lot owner's Lot as provided in Section 66.0627, Wis Stats, and shall be extended upon the tax rolls as a delinquent tax against the lot owner's Lot as provided in Section 66.0627, Wis. Stats. Nothing herein shall be interpreted to impose an obligation on the Village of Richfield to take any particular action at any time.

ARTICLE 5  RESTRICTIONS ON USE AND OCCUPANCY

5.1  Permitted Uses. Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject and Rules relating to such Burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for a family or guests without prior approval of the ACC.

5.2  Pets  The Owner or Occupancy may keep no more than two (2) Pets per Lot on the conditions that:
(a) the Pet is not permitted on any of the Common Areas while unattended or unleashed;
(b) the individual attending the Pet shall immediately dispose of any and all of the Pet's solid waste in the manner prescribed by the Board
(c) the owner of the Pet shall comply with such further rules of Pet ownership as may be promulgated by the Board;
(d) the Pet is licensed by the Village or appropriate licensing authority, if required under applicable ordinances;
(e) no reptiles or uncaged birds shall be permitted and;
(f) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section 5.2 or any Rules adopted relating to Pets.
(g) The owner of the pet shall provide insurance which shall hold the Board and the Declarant harmless from any actions by the pet which may or may not have been allowed by these restrictions.

If a dog kennel or similar enclosure is to be erected and maintained for any pet, such kennel or enclosure will require approval prior to installation under Section 6.1. Any and all costs of repairing damage caused by a Pet or other unauthorized animal of an Occupant shall be borne by its owner and, if different, the Owner of the Lot where the Pet or other animal is housed. Any Owner failing to comply with this Section or any part thereof shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed a monthly Pet fee in an amount of Five Hundred Dollars ($500) per month or part thereof until the Owner has complied, in addition to any other remedy including the revocation of the license to maintain a Pet. Such Pet fee shall be a special assessment and may be collected in the same manner as assessments under Article 3. Notwithstanding anything to the contrary herein, possession of Pets shall not be a considered a property right.

(a) No outdoor parking of vehicles shall be permitted on the Lots, without the express prior consent of the Board and, except for parking as necessary in connection with the construction or reconstruction of a residence on a Lot. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except in a garage. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage.

(b) Notwithstanding subsection (a), no commercial vehicles shall be parked in driveways in the Subdivision, except commercial vehicles temporarily parked in the ordinary course of business, denoted as not longer than twenty four hours unless otherwise approved by the Board. Commercial vehicles include both vehicles licensed as such and vehicles otherwise licensed but which contain commercial advertising as part of the finish or as an attachment.
5.4 **Waste.** Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup.

5.5 **Temporary Structures** No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

5.6 **Quiet Enjoyment.** Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupancy and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.5.

5.7 **Noxious Activity.** No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Highland Ridge Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

5.8 **Patios and Balconies.** Patios, decks and balconies of Buildings on Lots shall not be used for (a) storage of any kind including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons or (b) the drying or airing of laundry, carpets, rugs or clothing.

5.9 **Signs.** No Owner or Occupant may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a lot or Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 6. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulation and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

5.10 **Environmental Matters / DNR Compliance.** Each Owner and Occupant shall comply
with all applicable governmental or Association statutes, ordinances, regulation or rules relating to the
storage, transport and release to, from, on or in such Lot of any substance or compound governed by any
one or more of Wis. Stats. Chap. 292 (as the same may be renumbered from time to time);
Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic
Substances Control Act ("TOCSA"); Resource Conservation and Recovery Act ("RCRA"). Village
ordinances, and similar laws relating to the storage, transport or release of substances, compounds or
recyclable materials, all as in effect from time to time.

5.11 Obstructions. No playground equipment, bicycle racks or other equipment or material
may be placed on the Common Areas except as the Board permits by Rule.

5.12 Solar Collectors. No exterior active solar collectors or similar devices shall be erected,
installed or used without the written permission of the Board.

5.13 Outdoor Wood Stoves: Outdoor wood stoves or boilers are prohibited.

5.14 Grading: Each lot owner must strictly adhere to and finish grade its lot in accordance
with the Master Lot Grading Plan, attached hereto, 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 cost of the same.

ARTICLE 6 ARCHITECTURAL CONTROL

6.1 Architectural Controls; Restrictions on Development

(a) Architectural Control Committee. Declarant shall establish an Architectural
Control Committee ("ACC"), related to the Association as provided herein, consisting of three
(3) members who shall have the duties as set forth in this Article. The initial ACC shall be
appointed by Declarant. One or more Committee members may delegate their Committee duties
to any one or more of the other Committee members. After Declarant conveys to purchasers all
of the Lots, the then initial members of the ACC shall resign and the Board shall elect the three

(3) members from the group of Owners of Lots to serve on the ACC; provided, however, that if
selected by the Board, a representative of Declarant may serve on the ACC.

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(b) No Development Without Prior Approval. Not less than ten days prior to:

1. commencement of construction of any Building or other improvements on any Lot, or
2. the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto, or
3. the demolition of any Building or other improvements on any portion or portions of such property, or
4. the painting, decoration or alteration of the exterior of any Building or other improvement on such property or
5. the installation of an awning, enclosure, hot tub, deck, garden, swimming pool, grading, mailboxes, fences or other landscape features on any such property.

The Owner(s) of such property shall submit to the ACC for consideration as described below two copies of written information, which shall include a survey of such property prepared by a licensed surveyor, ("Drawings") showing:

A. the location, size, elevations and type of Building(s) and other improvements, including but not limited to, homes, garages, retaining walls and fences or other matters proposed to be erected or reconstructed on such property
B. detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view
C. the proposed landscaping (including the proposed timing of installation of such landscaping), and
D. the proposed location and specifications for utilities servicing such improvements.

The survey shall reflect the proposal in A through D, which are appropriate to be shown on the survey. Any of the actions described in clauses (1) through (5) above may be taken (subject to subsection (c) following) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in subsection (c) following, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (1) through (5) above shall take place without the approval of the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that arc identical or if the action is the repainting of an exterior surface with paint of the same color.

Finished Grade for each Home shall be as follows: Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan, attached hereto, as Exhibit "B", 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 cost of the same.

Prior to the issuance of a building permit for a specific lot, the lot owner and/or their agent shall furnish to the Building inspector of the VILLAGE a copy of the stake out survey showing the
street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed along with the architectural approval by the ACC.

(c) Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations and paint color), landscaping (including the timetable therefore), the placement and protection of trees as provide in Section 6.6(b), and such other matters proposed in such Drawings comply with the terms of this Declaration and the Village ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object or acquiesce conditionally as above within twenty business days after submittal of the complete Drawings and payment of any review fees shall be deemed as if the ACC stated that it has no objection to the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional 6 months if it is reasonably determines that delay has been primarily caused by factors outside the control of the Owner; and provided further that the initial driveway need not be completed until 12 months after the date on which the occupancy certificate for the residence is issued.

(d) Prior Approval for Changes. If after the completion of the improvements to an affected property, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected property, the Owner shall comply with the provisions of subsection (a) above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the approved improvements.

(e) Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may but need not require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g. architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the ACC shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

(f) Separate Village Approval. Matters which require approval of the ACC may also require approval of the Village. Obtaining approval from the ACC and from the Village is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Village and approval by the Village shall not be deemed approval by the ACC.

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(g) **Uniformity Standards; Waiver.** Certain standards of architectural control are set forth in Sections 6.2 through 6.6 below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard in Sections 6.1 through 6.6, and may waive any floor area requirements in Section 6.3 by up to 10%. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered.) The ACC may waive any standard as above even in the absence of an "unnecessary hardship"; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

(h) **Indemnification.** Each member or former member of the ACC, together with personal representatives and heirs of each person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise. This section shall survive this Agreement.

6.2 **Antennas.** No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on or in any roof or any other portion of a Building on any Lot or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Village ordinances.

6.3 **Minimum Home Size Requirements.**

(a) Only one single-family home may be constructed on each Lot.

The following types of homes on Lots shall have the following **minimum** sizes:

<table>
<thead>
<tr>
<th>Residence Type</th>
<th>Minimum Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>One story</td>
<td>2,100 square feet</td>
</tr>
<tr>
<td>Two story</td>
<td>2,500 square feet (minimum of 1,400 square feet on the first floor)</td>
</tr>
<tr>
<td>Tri-level</td>
<td>2,400 square feet (minimum of 1,900 square feet between the upper two levels)</td>
</tr>
<tr>
<td>Bi-level</td>
<td>Not permitted</td>
</tr>
</tbody>
</table>

(b) For purposes hereof, the type of residence and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

6.4 **Garages**
(a) Each residence on a Lot shall have a garage for not less than 3 cars attached to the residence containing a minimum of 750 square feet and a maximum which shall not exceed 50% of the minimum square footage of the residence as required and set forth in Section 6.3 of this Declaration and shall exclude the basement area. Driveways shall be paved with a hard surface material acceptable to the ACC and, within its jurisdictional limits, the Village. Garages must be constructed at the time of construction of the residence and all exterior features must be completed prior to occupancy of the residence.

(b) Detached garages may be permitted by the ACC, provided that the following requirements have been satisfied:

1. The garage shall have a minimum of two stalls
2. The maximum square footage shall be no greater than 800 square feet.
3. Door openings and all overhead doors shall not exceed 10 feet in height.
4. Color and building materials shall be consistent with the residence on the Lot.
5. No vinyl, steel or aluminum shall be allowed on any exterior with the exception of the facia and soffit.
6. Underground electric shall be required for all detached garages.
7. No lean-to or carports of any nature shall be permitted.

(c) Any storage sheds shall contain not less than 129 square feet nor more than 180 square feet. Storage sheds are only permitted if there is no detached garage on the Lot. All sheds shall be of a style, color and building material consistent with the residence on the Lot. A shed must be rectangular, and not square. No steel, vinyl, aluminum, prefabricated or kit sheds shall be permitted. Approval for sheds is required under Section 6.1. If an Owner desires to connect electricity to a shed, whether at or after the time of initial construction, the installation of electrical connections must be underground and must be performed by a licensed electrician. All storage sheds shall be removed at such time that a detached garage is constructed.

6.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

(a) If shutters or window casings and trim features are used on windows or divided-lite windows are used, in any case on the front of a residence, then they shall be used on such of the side and rear windows as the ACC shall require.

(b) A residence shall have a roof made of wood shakes, tile, natural slate, metal, 30-year warranted dimensional shingles, or an artificial slate approved by the ACC, with a minimum pitch ratio of 8:12, or such other pitch as is specifically approved by the ACC.

(c) Exterior walls of residences shall be constructed of brick, stone, cultured stone, or cultured brick, cedar, stucco, exterior insulation and finish systems ("EIFS"), LP Hardiboard, or combinations thereof no metal or vinyl siding shall be permitted with the exception of the facia and soffit. Further the ACC in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance. Basement or foundation walls shall not be exposed.

(d) Exterior masonry walls must abut another wall. If vertical siding or the like is used on the exterior walls of a residence, the same shall terminate only at an inside corner or other suitable break in the residence's architecture as the ACC shall approve.
(e) The ACC shall be acting reasonably if it disapproves the Drawings for a residence because such residence would be similar in appearance to other residences in close proximity.

(f) Exterior fireplaces and chimneys shall be constructed of masonry, stucco, cedar, EIFS, LP, Hardiboard or stone materials. On each side of a residence, except for trim, exterior materials shall be consistent on all levels. Color selections, and paint, stone, stucco or other finish must be approved by the ACC.

(g) The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with suitable material, approved by the ACC, consistent with the overall architecture of the residence. Any such grade requirements do not constitute changes in grade from Village approved grades nor do any such changes infer that the ACC accepts any responsibility for drainage or other damage caused by said changes.

(h) No soil shall be removed from any Lot nor excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "Finish Grade") of a Lot must conform to Master lot grading plan included as Exhibit B of this document and approved by the Village.

(i) No above-ground pools shall be installed. In-ground pools may be installed on a Lot only with the approval of the ACC, which will be acting reasonably if it does not approve an in ground pool which is not completely enclosed by a secure wall or fence of a minimum of 4 foot elevation, with a self-closing or self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 4 feet between the fence and the pool. The pool cannot be located less than 10 feet from the nearest Lot boundary.

(j) Lot Owner shall construct and maintain the mailbox and mailbox support in good and working condition and replace it when necessary with the same or a similar style and in a location all as approved by the ACC.

(k) In making determinations under subsection (j), the ACC will give priority to the goal of achieving uniformity of aesthetics, but without abrogating its right to grant variances or to change its aesthetic scheme from time to time.

(l) The mailbox and mailbox post shall be maintained in good condition and working order. Without limiting the authority of the Association generally, the costs of enforcing the covenants in subsections (j) and (k) may be assessed to an offending Owner as a special assessment on such Lot under Article 3.

(m) If Declarant, in its discretion, installs any light post, lantern, mailbox or Mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

(n) All utilities shall be installed underground.

(o) No exterior active solar collectors shall be erected, installed or used unless presented in the Drawings and approved by the ACC.

6.6 Grading, Landscaping and Drainage.

(a) Declarant and the Village have agreed to a certain Master Grading Plan included as Exhibit B of this document. The topography and ground elevation of each lot shall
be finished as required by the Declarant and in accordance with the Master Grading Plan on file with the Village of Richfield, and included as Exhibit B of this document, for the efficient discharge and drainage of surface groundwater throughout the subdivision. Final grading of the lot shall be completed within two months following the date an occupancy permit is issued for a dwelling. Except for drainage easements located on a lot owner's property which shall be maintained by the individual lot owner, any and all drainage easements, detention ponds or the like shall be repaired and/or maintained by the Association. Any drainage easement or detention area located on the plat shall be maintained in a natural state and clean, clear and free of all obstructions or barrier of any kind. Landscaping within these areas shall be restricted to ground cover to inhibit erosion. Any maintenance deficiency, obstruction or barrier may be removed by the Village of Richfield. Should it become necessary for the Village of Richfield to maintain these areas, the Village may assess a special charge. Prior to the Village of Richfield undertaking any corrective action, the Village Staff may first determine that a deficiency exists under these Declarations concerning the maintenance of drainage easements and that the public interest requires compliance. Thereafter, the Village Staff shall give written notice of the deficiency to the land owner (if applicable) and the Association, unless the Village Staff determines that the health, safety and welfare of the Village requires that action be taken immediately without notice. If notice is required, the notice shall specify the time in which to rectify the deficiency and if the deficiency or deficiencies are not rectified within the time period, the Village shall have the right to enter upon such property, using its own employees and equipment or contract with others for such work to rectify the condition. The cost of such work or services shall be billed to the owner if the deficiency relates to a drainage easement located on a lot owner's property and the Association for all other deficiencies. The Village of Richfield shall have the right to enforce collection of such amounts by extending the same on the current or next succeeding tax bill as an unpaid special charge in accordance with Section 66.0627 of the Wisconsin Statutes against the responsible lot owners in the Subdivision. The lot owners do hereby consent to the levying of such special charges and hereby waives any and all notice and hearings which might otherwise be required by State Statute for the levying of special charges, subject to the Village's compliance with the notice provisions detailed herein. Nothing herein shall be interpreted to impose an obligation on the Village of Richfield to take any particular action at any time.

(b) Within six months following issuance of an occupancy permit for a home, a complete landscaping plan for the entire lot shall be submitted to the Board for its approval. All landscaping shall be completed (in accordance with the plan approved by the Board) within twelve months following the issuance of the occupancy permit for the home.

(c) To avoid a substantial increase in surface water drainage onto adjoining lots, the landscaping plan shall provide for adequate drainage of storm and surface water away from adjoining lots if natural drainage on the lot is to be or has been altered by grading or landscaping by the lot owner. No trees, shrubs or other landscaping plantings shall be permitted in any drainage area.

(d) No fence, wall, hedge or screen planting shall or ACC installed unless in accordance with landscaping or other plans approved in advance by the Board. In no event will the Board approve a fence or wall within the setback or unimproved areas.

(e) Each lot owner must strictly adhere to and finish grade its Lot in accordance with the Master Lot Grading Plan or any amendment thereof approved by the Village Engineer on file in the Office of the Village Clerk. The Declarant and/or the Village and/or their agents, employees or independent contractors, upon written notice to the owner of a vacant lot, shall have the right to enter upon such lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.
(f) Each lot owner shall submit the following to the ACC prior to home
construction: two copies of lot grading plan, survey, proposed location of residence on site,
driveway location and dimensions, site grade changes (detail), proposed utility lines, retaining
walls (include detail drawing), or any detached structures (include detail drawing).

6.7 Construction Matters.

(a) No building or construction materials shall be stored on any Lot outside
of Buildings on the Lot, except during periods of actual construction or remodeling, and then
only for so long as reasonably necessary and only if kept in a neat manner. Neither Declarant
nor the Association is responsible for the security of materials stored on a Lot.

(b) During grading, the Owner is solely responsible for compliance with all
erosion control requirements.

(c) Each Owner shall include the following provisions in all Construction
contracts for improvements to the Owner’s lot:

1. The roadway abutting the Lot shall be cleaned each day of mud
   and debris during the period of construction.
2. A dumpster for debris shall be provided at the building site for the
   period of construction. Adequate dumpsters shall be provided for
   the duration of job and removed as soon as full.
3. All debris will be disposed off site in accordance with applicable
   laws.
4. The Owner shall comply with the soil and erosion plan control
   ordinance of the Village and Washington County.

6.8 Driveways. Each lot shall be improved by the lot owner with an approved hard
surface driveway extending from the street to the garage within twelve months following
issuance of an occupancy permit for the home.

6.9 Monument Signs. Any monument signs located at the subdivision entrance and
associated landscape maintenance shall be maintained by the Association with costs of such split
evenly between lot owners. Money for said maintenance shall be allocated in the Association’s
yearly budget.

ARTICLE 7 HEIGHT OF GRADE

7.1 On file with the Village are a detailed site and erosion control plan and a detailed
drainage plan for the development. Each Lot owner must strictly adhere and finish grade its lot
in accordance with the site and erosion control plan and the drainage plan in addition to the
master lot grading plan for the Village or any amendment thereto approved by the Village
Engineer on file in the office of the Village. Declarant and/or the Village of Richfield and/or
their agents, employees or independent contractors shall have the right to enter upon any lot, for
the purpose of inspection, maintenance and/or correction of any drainage condition, and the lot
owner is responsible for the costs of the same. No owner of any lot, nor any person or persons
claiming under him, shall or will at any time alter the grade of any lot from that which is
naturally occurring on the lot at the time the site developments have been completed by the
Declarant, unless and until he shall first obtain the written approval of the Village Engineer for
such grade alterations. In order to obtain the Boards’ approval, the lot owner must, at his own
expense, have prepared a grading plan and an erosion control plan which show, in detail, the
area to be re-graded, the existing and proposed topography and an analysis of the effects on the
site drainage. The plan shall not adversely affect the adjacent property owners with regard to
drainage or views; the determination of which shall be done by the ACC and the Village of
Richfield.

ARTICLE 8 INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain
comprehensive general public liability insurance for occurrences on the Common Areas
(including areas which area included in such definition by virtue of easements granted herein)
and with respect to Common Improvements not in the Common Areas, all-risk casualty
insurance coverage on all Common Improvements, and such other policies and/or coverages as
the Board deems necessary or advisable.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall
be in an amount equal to the maximum insurable replacement value, with an "agreed amount"
and a "replacement cost" endorsement, without deduction or allowance for depreciation. This
coverage amount shall be annually reviewed and shall insure against loss or damage by fire and
other hazards as commonly covered by a standard extended coverage endorsement and such
other hazards as customarily covered with respect to buildings similar in construction, location
and use. Commercial general liability coverage shall be in such amounts as the Board
determines annually, but not less than $1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the
benefit of the Association in order to finance construction of damaged Common Areas or
Common Improvements. Liability coverage and other insurance proceeds shall be applied as the
Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by
the Association shall be a common expense.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or Outlot
or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both
for themselves and for their respective insurers, waive any claim it or they may have against the
other for any loss insured under any policy obtained by either to the extent of insurance
proceeds actually received, however the loss is caused, including such losses as may be due to
the negligence of the other party, its agents or employees. All polices of insurance shall contain
a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to
be effective if the existence thereof precludes the Association for obtaining any policy of
insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit
any violation of covenants or agreements contained in any of the Association Insurance, or do or
permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist,
which might (a) result in termination of any such policies, (b) adversely affect the right of recovery
thereunder, (c) result in reputable insurance companies refusing to provide such insurance or (d)
result in an increase in the insurance rate or premium over the premium which would have been
charged in the absence of such violation or condition, unless, in the case of such increase, the
Owner or Occupancy responsible for such increase shall pay the same. If the rate of premium
payable with respect to the Association Insurance shall be increased by reason of (1) the size,
design or composition of a Building, (2) anything done or kept in a property subject to this
Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance
requirements or (4) the failure of any such Owner or Occupant to comply with this Declaration or
the Bylaws, then the particular Owner or Occupant shall reimburse the Associations for the
resulting additional premiums. The Association reimbursement right is without prejudice to any
other Association remedy, and may be enforced by special assessment against the particular property involved.

8.7 Exclusions From Coverage. Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupancy, its guest, invitee, employees or tenants, arising out of any occurrences with a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 9 AMENDMENT OF DECLARATION

9.1 General. This Declaration may be amended by recording in the office of the Register of Deeds for Washington County, Wisconsin, a document to that effect executed by the owners of a least 50% of all lots in the development, and by the Village of Richfield Board, with all signatures duly notarized or by the Declarant prior to the sale of 100% of all lots and by the Village of Richfield Village Board. Such amendment shall be effective only upon recording. Notwithstanding the above, the Declarant reserves the exclusive right to amend this Declaration through December 31, 2025.

9.2 Procedures. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 10 RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the Highland Ridge Estates documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;
(b) A lapse, cancellation or material modification of any Association Insurance and;
(c) Any proposed action that requires the consent of a Mortgage Holder as specified in Article 9.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 11 RIGHTS OF DECLARANT

11.1 Reserved Rights. Pending the sale of all Lots by Declarant, Declarant:
(a) may use the Outlots, and any unsold Lots in any lawful manner as may facilitate the sale of Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as spec homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, to locate a general office operation in any such spec home, although use of a spec home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed 24 months from the date of issuance of the certificate of occupancy therefore. Construction materials shall not be delivered to or stored at a spec home for the construction of another spec home on a different lot.

(b) shall have the right (1) grant easements upon, over, through and across the Lots (limited to the 10 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlots as may be required in Declarant's opinion for furnishing any kind of utility services and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason and for no reason, in which case it shall not be deemed approved or effective.

(d) Amend the Restrictions as allowed per the Village.

ARTICLE 12 REMEDIES FOR VIOLATION BY OWNER

12.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief, including an order requiring the removal at Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 Owner or Occupant Violation: Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith, using the fund established in Section 3.7. Expenses incurred therefore by the Association shall be assessed against the Owner or Occupant and shall be subject all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

12.3 Village of Richfield Enforcement. The Village of Richfield shall have no obligation, at any time, to enforce or prosecute any violation of this document, but any forbearance or failure on the part of the Village to exercise any right to remedy for any violation shall not be a waiver of such right or remedy under any circumstances. The Declarant, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all rules, orders, regulations and ordinances of the Village of Richfield, Washington County, the State of Wisconsin and the federal government, and the same may be more restrictive than as stated in this Declaration. In the event there is a conflict between the requirements of this
Declaration and any provisions of the Village, County, State or federal law or regulation or lawful order, the more restrictive provision shall apply.

**ARTICLE 13 EASEMENTS**

13.1 **Right of Entry.** A right of entry to each Lot, Common Area or Outlot is reserved to the Association to service utility installations located on, in or under such Lot, Common Area or Outlot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

13.2 **Common Area Easements.** The Association may grant easements over and through the Common Areas for such purposes as the Board or Declarant deems reasonable for the benefit of the Owners. The easements granted to the Owners may include but are not limited to the placement of drainage swales in the Common Areas to service individual Lots as approved by the Association in accordance with Section 2.5 above.

13.3 **Drainage.** An easement is reserved to Declarant, the Association and the Village over lots and Outlots for the installation of storm ponds, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any master plan approved by the Village.

**ARTICLE 14 TERMINATION**

14.1 **Termination.** This Declaration (and any amendments) shall be binding for a period of twenty-five years (from the date the Declaration is recorded) upon all lot owners and any other persons claiming under or through the Declarant. Upon the expiration date of such initial twenty-five year period, this Declaration shall be automatically renewed for a successive period of ten years upon the expiration date of the prior renewal period, unless there is a recorded instrument executed by the owners of at least 75% of all lots in the development and by the Village of Richfield Village Board or by the Declarant prior to selling 100% of the lots and by the Village of Richfield Village Board terminating this Declaration in which event this Declaration shall terminate upon the recording of such instrument.

**ARTICLE 15 CONSTRUCTION AND EFFECT**

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

15.2 **Including.** Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 **Captions.** The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions whereof.
15.3 **Severability.** If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.4 **Remedies.** All remedies herein are cumulative.

15.5 **Waivers.** Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

15.6 **Assignment of Declarant’s Rights.** Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register’s Office.

15.8 **Other Regulation.** Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

15.9 **Tax Delinquency.** In the event Washington County and/or the Village of Richfield become owners of any lot through the tax delinquency process, neither Washington County nor the Village of Richfield shall be liable for any fees or special assessments described herein.

15.10 **Disclaimer.** Notwithstanding any other provisions of this Declaration, the Declarant is under no obligation to any lot owner to develop or plat at any time any portion(s) of this development not already platted as of the date of recording of this Declaration.

15.11 **Indemnification.** Each member or former member of the ACC, together with personal representatives and heirs of each person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney’s fees asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person’s status as an Owner, Occupant or otherwise. Any actions brought about by any party related to this agreement shall be defended by the Association, its insurance, and/or any other funds it has available.

Executed at Washington County, Wisconsin, on the __________ day of __________, 2018

Moriches Investments, LLC

By: __________________________

______________________________
Donald Weyer, member
David Weyer, member
Amy Boehler, member

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF WASHINGTON

Personally came before me this _______ day of __________ 2018, the
above named __________ and __________ to me known to be the
persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission: __________