AGENDA
PLAN COMMISSION MEETING
Thursday, December 2, 2021 at 7:00 p.m.
Jackson Municipal Complex
Village Board Room
N168 W19851 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

2. Approval of Minutes for the Plan Commission Meeting of October 28, 2021 and Special Plan Commission Meeting of November 18, 2021

3. Conditional Use Permit – Holly and Maxwell Krajnik – Three Dogs – W207N17349 Parkview Drive

4. Preliminary Plat – Neumann Developments, Inc. – Maple Fields Subdivision 3245 Maple Road

5. Covenants – Maple Fields Subdivision Discussion Only

6. Developer's Agreement – Draft – Maple Fields Subdivision – Discussion Only

7. Citizens to Address the Plan Commission

8. Adjourn

Persons with disabilities requiring special accommodations for attendance at the meeting should contact the Village Hall at least one (1) business day prior to the meeting.

It is possible that members of the Village Board may attend the above meeting. No action will be taken by any governmental body at this meeting other than the governmental body specifically referred to in this meeting notice. This notice is given so that members of the Village Board may attend the meeting without violating the open meeting law.

DRAFT MINUTES
PLAN COMMISSION MEETING
Thursday, October 28, 2021 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

Tr. Kruepke called the meeting to order at 7:07 p.m.
Members Present: Tr. Emmrich, Tr. Kruepke, Sarah Mleziva, Jon Molkentin, and Dan Reik
Members Excused: Pres. Schwab and Jon Weil
Village Board Member Present: Tr. Heckendorf
Staff Present: Building Inspector/Code Enforcement Officer Collin Johnson, Administrator Jen Keller and Clerk Jilline Dobratz

2. Approval of Minutes for the Plan Commission Meeting of September 30, 2021

Motion by Tr. Emmrich, second by Jon Molkentin to approve the Plan Commission minutes of September 30, 2021.
Vote: 5 ayes, 0 nays. Motion carried.

3. Rezoning – Neumann Developments Inc. – Maple Fields – Parcel V3_0751 and Parcel V3_075200A

Bryan Lindgren, Neumann Developments Inc., was present to answer any questions. Tr. Kruepke inquired on the size of the homes within the R5 section. Building Inspector/Code Enforcement Officer Johnson stated R5 zoning allows for a smaller footprint. Bryan Lindgren commented they will establish a minimum, typically 1,400 to 1,500 square feet for a ranch and 1,700 to 1,800 square feet on a two story. The Preliminary Plat is when sizes will be set.
Motion by Jon Molkentin, second by Tr. Emmrich recommend Village Board approve Rezoning – Neumann Developments Inc. – Maple Fields – Parcel V3_0751 and Parcel V3_075200A as set forth on the draft ordinance and to amend the zoning maps to reflect the changes.
Vote: 5 ayes, 0 nays. Motion carried.

4. Conditional Use Permit – Design 2 Construct/Elite Tool & Manufacturing – Business Development – Caymus Court

Doug Forton, Design 2 Construct, was present and provided background information. The 20,000 square foot building will be constructed out of a steal frame with insulated metal panel. It will have a small office, large factory use, overhead door and loading dock on the backside of the building. Any screening or buffering that is needed, will be accommodated.
Motion by Tr. Emmrich, second by Dan Reik recommend Village Board approve the Conditional Use Permit – Design 2 Construct/Elite Tool & Manufacturing – Business Development – Caymus Court, per Staff comments.

Vote: 5 ayes, 0 nays. Motion carried.

5. Extra Territorial Plat/Certified Survey Map – Sara King – 2715 Pleasant Valley Road

Sara King was present and stated the parcel is being split into a three lot subdivision. The well and septic are outside the Village. Well and septic are outside the Village. Motion by Tr. Kruepke, second by Tr. Emmrich recommend the Village Board not take exception to the Extra Territorial Plat/Certified Survey Map – Sara King – 2715 Pleasant Valley Road.
Vote: 5 ayes, 0 nays. Motion carried.

6. Citizens to Address the Plan Commission

None.

7. Adjourn

Motion by Tr. Kruepke, second by Tr. Emmrich to adjourn.
Vote: 5 ayes, 0 nays. Meeting adjourned at 7:30 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCPC*
Village Clerk

DRAFT

DRAFT MINUTES
SPECIAL PLAN COMMISSION MEETING
Thursday, November 18, 2021 at 7:00 p.m.
Jackson Municipal Complex
Village Board Room
N168 W19851 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

Pres. Schwab called the meeting to order at 7:00 p.m.
Members Present: Tr. Emmrich, Tr. Kruepke, Sarah Mleziva, Dan Reik, Jon Molkentin and Jon Weil

Village Board Members Present: Tr. Engelhardt, Tr. Heckendorf, and Tr. Matter
Staff Present: Administrator Jen Keller, Director of Public Works/Village Engineer Brian Kober and Fire Chief Aaron Swaney
Also Present: Barry Rogers, Taylor Cherry, Harland Doland and Mike Vorwerk of Sysco Corporation

2. Concept Plan – Sysco Corporation – W223 N16501 Cedar Parkway (1 Sysco Drive) – Discussion Only

A presentation was made by Barry Rogers and Taylor Cherry. The following topics were discussed:

- Existing facility use, traffic flow, and truck staging.
- New facility footprint and truck staging at the north end of the property.
- Phased building expansion.
- Relocation of the fleet service facility to the south lot, an area to include additional staging as well.
- Bringing the southerly lot into the Village is the preference of Sysco so the two (2) properties can be combined, and the road could be vacated to allow for safer crossing of trucks and employees.
- Building height, rooftop sloping for drainage, and rooftop units for cold air distribution.
- Proximity of the northeast corner of the facility and road setback accommodation.
- Façade of eastern wall of facility is limited with options, for material warranties and limited ability to place windows.
- A "Sysco" sign shall be mounted to the eastern wall.
- 60' - 70' blue downspouts will serve as accents to the façade of the building.
- Right of way vacation was stated to be predominately a safety concern for employees and neighbors.

Following the presentation, comments and questions included:

- Closure of Cedar Parkway and access to emergency services vehicles.
- Potential increase in traffic was unknown at this point.
- Proximity to the residents to the east were of concern.

- Amount of additional jobs brought to the facility were discussed.
- Slopes on the cold storage was clarified and will be sloped to the east.
- Increased valuation of the facility with approximately $50 million in improved value.
- Site drainage with increased impervious surfacing was a concern.
- Further consideration of adjusting the setback to increase distance from the right of way to the eastern side of the property was requested.
- Hours of vehicle maintenance services was a concern, a berm to buffer between the Sysco site and other existing homes was recommended.
- Interest in scheduled closings of the road was a requested consideration in leu of terminating the road from the east and west.
- Capacity was questioned for sanitary services.

3. Adjourn

Motion by Trustee Kruepke, second by Trustee Emmrich to adjourn.
Vote: 7 ayes, 0 nays. Meeting adjourned at 7:55 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCPC*
Village Clerk

DRAFT

Village of Jackson

PLAN COMMISSION APPLICATION

Application/Permit #: _____

PROPERTY INFORMATION

☐ COMMERCIAL ☐ INDUSTRIAL ☑ RESIDENTIAL ☐ OTHER _____

☑ CONDITIONAL USE
- ☑ *New*
- ☐ *Amendment*
- ☐ *Special Use* *(For existing Cond. Use ONLY)*

☐ PLANNED UNIT DEVELOPMENT
- ☐ *New*
- ☐ *Amendment*
- ☐ *Special Use* *(For existing PUD ONLY)*

☐ CERTIFIED SURVEY MAP

☐ CONCEPT PLAN

☐ OTHER _____

Property Address: W207N17349 Parkview Dr. **Unit:** _____ **Jackson, WI**

Parcel #: _____ **Lot Size:** _____ **sq. ft.** **Building Area:** _____ **sq. ft.**

Current Zoning: ☐B-1 ☐B-2 ☐M-1 ☐M-2 ☐I-1 ☐PUD ☐Other _____ Floodplain: Y / N

APPLICANT INFORMATION

Name(s): Maxwell Krajnik + Holly Krajnik

Mailing Address: W207N17349 Parkview Dr., Jackson **State** WI **Zip** 53037

Office: (____) _____ **Cell:** (651) 900 5215 **Fax:** (____) _____

Email: krajnik02@gmail.com

BUSINESS INFORMATION *(If New Business)*

Legal Business Name: _____

D/B/A: _____ **FEIN #:** _____-_____

Mailing Address: _____ **State** ____ **Zip** _____

Office: (____) _____ **Cell:** (____) _____ **Fax:** (____) _____

Email: _____

Website: _____

PROPERTY OWNER INFORMATION

Name(s): Maxwell Krajnik + Holly Krajnik

Address: W207N17349 Parkview Dr., Jackson **State** WI **Zip** 53037

Office: (____) _____ **Cell:** (651) 900 5215 **Fax:** (____) _____

Email: _____

ARCHITECT / ENGINEER / CONTRACTOR INFORMATION *(Circle One)*

Firm Name: _____

Primary Contact: _____

Address: _____ **State** ____ **Zip** _____

Office: (____) _____ **Cell:** (____) _____ **Fax:** (____) _____

Email: _____

Please provide as much detailed information as possible. *(Add additional pages if needed.)*

Briefly explain what you are requesting to be reviewed and/or approved: We are requesting a conditional use permit to license our three dogs in the Village of Jackson.

Provide a brief overview of proposed use(s) of entire property and/or lease space: N/A

Hours of Operation: N/A

Provide a brief overview of proposed daily on-site operations: N/A

Describe any potential environmental impacts from the proposed use including but not limited to exterior storage, noise, smoke, dust, odors, hazardous materials, vibration, horns, speakers, vehicles and equipment operation and exterior generators, HVAC, or other stationary mechanical equipment, etc.: Dog barking on occasion

Describe all businesses, properties and other entities located adjacent to the proposed use: Residential

Describe any proposed, development, on-site improvements or other construction/remodeling activities: N/A

Describe any proposed grading, and/or stormwater management plan: N/A

Describe any proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: We have submitted plans to construct a four foot tall fence to enclose the rear of the property.

Describe any proposed on-site security measures including site lighting: N/A

Describe any existing or proposed Life Safety Systems (Includes fire hydrants, fire suppression & fire alarm systems): N/A

Describe the projected traffic circulation and impacts: N/A

List all setbacks from rights-of-way and property lines and height limitations: N/A

Provide status of State/Federal License(s) or Certificate(s)s required for operation, if any: N/A

Does this project require other Jurisdictional Approvals from other Governmental or Regulatory entities?
☑ No ☐ Yes If yes, explain:

Describe any proposed signage including type, size, and location: N/A

If construction is proposed, describe proposed exterior building materials (type, color, etc.): N/A

Describe any site specific features/constraints, etc.: N/A

Outline proposed parking requirements including number of spaces plus those dedicated for handicapped parking: N/A

Describe all proposed screening/buffering from adjacent properties (where required by ordinance): N/A

Describe the proposed provisions for refuse and recycling collection/storage and required screening/buffering: N/A

Projected Sewer/Wastewater Usage: N/A gal/year

Projected Water Usage: N/A gal/year

ACKNOWLEDGEMENT & SIGNATURES

I/We hereby certify that I/We have reviewed the above Village of Jackson Plan Commission application and requirements, and hereby certify that the above information, attachments, and exhibits are complete, true and correct. I/We further understand that any missing or incomplete information may result in a delay of the review of this application. The Village reserves the right to request additional information as deemed necessary.

Applicant Name (Print): Maxwell Krajnik

Applicant Signature: Mxl J Krajnik

Co-Applicant Name (Print): Holly Krajnik

C0-Applicant Signature: _____

Date of Application: November 1, 2021

You MUST sign and date this Application!

SUBMIT TO: Village of Jackson – Village Hall *(Checks shall be made payable to Village of Jackson)*
N168 W20733 Main Street
PO BOX 637
Jackson, WI 53037

QUESTIONS?

Village Clerk: For all **general questions** related to completing form or questions related to Village meetings.
Phone: (262) 677-9001 x11
Email: jilline.dobratz@villageofjackson.com

Building Inspector: For questions concerning **building codes, zoning, or technical questions.**
Phone: (262) 677-9696
Email: collin.johnson@villageofjackson.com

TERMS OF THIS PERMIT

1. This permit shall become effective upon Village approval and where required, the execution and recording by the owners of the premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. The permit shall be void unless: (a) pursuant to the Building and Zoning Codes of the Village, the approved use is commenced or (b) the building permit is obtained within 12 months of the date of Village Board approval.
3. This approval is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Jackson.
4. Construction and operation of this permit shall be in strict conformity to the approved building, site, and operational plans which were filed in connection with the application for this approval (as attached and/or referenced).
5. Any of the conditions of this permit which would normally be the responsibility of the tenants of the premises, shall be made a part of their lease by the owner.

- - - - - - - - - - THIS PAGE FOR VILLAGE USE ONLY - - - - - - - - - -

VILLAGE APPROVAL:

☐ **TEMPORARY** *Expiration Date:* _____, 20_____

Plan Commission Approval: Meeting Date: _____, 20_____

Village Board Approval: Meeting Date: _____, 20_____

In-House Approval (O-T-C): Date: _____, 20_____

_____
Approved by: Village Administrator

Conditions and Duration of Approval:

Depending on the request, approvals shall generally be continual or temporary in nature. ALL approvals are subject to the Conditions of Approval outlined below. All conditional or special uses/approvals shall, upon complaint, be subject to review, amendment, or revocation by the Village. Where temporary approvals are issued, such approvals shall be subject to the time limitations specified.

Conditions of Approval: _____

_____
_____
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APPLICATION DENIED: Date: _____, 20____

Staff Initials: _____

Reason for Denial: _____
_____
_____

FOR OFFICE USE ONLY
Acct. #: 100-00-45730-000-00

Date Received: _____

Amount: $_____

Payment Type: CH / CC / CASH

Check/Rcpt. #: _____

Received By: _____

Village of Jackson:

We are applying for a Conditional Use Permit to license our three dogs in the village of Jackson. We are moving to the village of Jackson on 11/10/2021 (close date for our home) with our three dogs (all well-behaved mixed breed rescues). We're moving to the area to find a quiet area to raise our baby daughter who is currently 5 months old.

We weren't aware of the ordinance in place for only two dogs and hope that our three aren't a concern to anyone. We already have plans in place (permit applications, etc) to build our permanent fence for our yard as well. We look forward to getting to the Jackson area and thank so very much for considering our application.

Sincerely,

Max, Holly, & Harper

….And Taz, Kodi, & Ryker

Washington County, Wisconsin

11/4/2021, 11:24:47 AM

1:310

0 0.00375 0.0075 0.015 mi

0 0.005 0.01 0.02 km

- Current Parcel
- Railroad Centerlines

Road Centerline I, USH

- Interstate Highway, I-41
- US Highway, FOND DU LAC AV; US Highway, HY 45

Road Centerline STH, CTH

- On/Off Ramp
- State Highway
- County Highway
- Address Point
- Parcel Taxkey & Acreage
- Leader Lines
- Subdivision Name
- Condominium Name
- Certified Survey Number
- Lot Number
- Landhook
- Meander Line
- PLSS Monument

Local Road Labels

- Township Road
- City/Village Street
- Private Street
- Municipality
- Retired Parcel
- Right-of-Way

Plat

- Unknown
- Certified Survey Map
- Condominium
- Assessor Plat; Cemetery Plat; Subdivision
- Lot
- PLSS Quarter
- PLSS Section

Washington County GIS

Washington County | Southeast Wisconsin Regional Planning Commission | Washington County, US Census Bureau |

VILLAGE OF JACKSON
N168W20733 MAIN ST.
P O BOX 637
JACKSON, WI 53037-0147

Receipt Nbr: 250783
Date: 11/05/2021
Check

RECEIVED FROM KRAJNIK, MAXWELL $175.00

Type of Payment	Description	Amount
Accounting	Account Nbr: 100-00-45730-000-000 PLANNING / ZONING FEES CUP APPLICATION FEE / KRAJNIK /CK#175	175.00

TOTAL RECEIVED 175.00

Receipt Memo: CUP APPLICATION FEE / KRAJNIK /CK#175

Family Pet Clinic
Menomonee Falls, WI
(262) 253-2255

Family Pet Clinic
N73W13583 Appleton Ave.
Menomonee Falls, WI 53051
Phone: (262) 253-2255
Fax: 262-253-4095
familypetclinic1@sbcglobal.net
familypetclinic.org

RABIES CERTIFICATE

Patient and Owner Information

Patient:	KODI	**Owner:**	Holly & Maxwell Krajnik
Breed:	English Shepherd (canine), Mixed Breed (canine)	**Address:**	8651 W Dallas St. Milwaukee, WI 53224
Sex:	Female (spayed)	**Phone:**	(651) 900-5215 / (763) 213-2209
Color:	Black / Tan	**Email:**	reila024@umn.edu
Age:	5 Years 5 Months 3 Weeks		
Birthdate:	05/06/2016		
Weight:	51.6 lbs		
Chip:			

Rabies Information

Tag Number:	31076
Product:	Rabies Vaccine - Canine - (3 Year)
Date Given:	05/29/2020
Date Due:	05/29/2023
Lot:	367269B; Expires 02/02/2021

Veterinarian Information

Signature:

Name:	Rachel Kees, DVM
License:	405315
Date:	11/02/2021

Family Pet Clinic
Menomonee Falls, WI
(262) 253-2255

Family Pet Clinic
N73W13583 Appleton Ave.
Menomonee Falls, WI 53051
Phone: (262) 253-2255
Fax: 262-253-4095
familypetclinic1@sbcglobal.net
familypetclinic.org

RABIES CERTIFICATE

Patient and Owner Information

Patient:	RYKER	**Owner:**	Holly & Maxwell Krajnik
Breed:	Siberian Husky (canine)	**Address:**	8651 W Dallas St. Milwaukee, WI 53224
Sex:	Male (neutered)	**Phone:**	(651) 900-5215 / (763) 213-2209
Color:	Black / White	**Email:**	reila024@umn.edu
Age:	2 Years 8 Months 3 Weeks		
Birthdate:	02/07/2019		
Weight:	51.8 lbs		
Chip:			

Rabies Information

Tag Number:	32174
Product:	Rabies Vaccine - Canine - (3 Year)
Date Given:	09/18/2020
Date Due:	09/18/2023
Lot:	379935A; Zoetis; Expires 03/09/2021

Veterinarian Information

Signature:

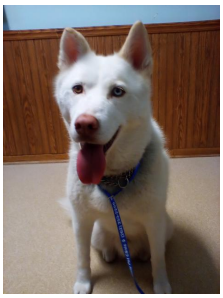
Name:	Scott Fellenz, DVM
License:	404516
Date:	11/02/2021

Family Pet Clinic
Menomonee Falls, WI
(262) 253-2255

Family Pet Clinic
N73W13583 Appleton Ave.
Menomonee Falls, WI 53051
Phone: (262) 253-2255
Fax: 262-253-4095
familypetclinic1@sbcglobal.net
familypetclinic.org

RABIES CERTIFICATE

Patient and Owner Information



Patient:	TAZ	**Owner:**	Holly & Maxwell Krajnik
Breed:	Siberian Husky (canine)	**Address:**	8651 W Dallas St. Milwaukee, WI 53224
Sex:	Male (neutered)	**Phone:**	(651) 900-5215 / (763) 213-2209
Color:	White	**Email:**	reila024@umn.edu
Age:	6 Years 5 Months 3 Weeks		
Birthdate:	05/06/2015		
Weight:	62.2 lbs		
Chip:			

Rabies Information

Tag Number:	29480
Product:	Rabies Vaccine (Defensor 3) INVENTORY
Date Given:	05/31/2019
Date Due:	-
Lot:	Expires 05/30/2022

Veterinarian Information

Signature:

Name:	Dara Morrison, DVM
License:	403826
Date:	11/02/2021

Village of Jackson

PLAN COMMISSION APPLICATION

Application/Permit #: _____

PROPERTY INFORMATION

☐ COMMERCIAL ☐ INDUSTRIAL ☒ RESIDENTIAL ☐ OTHER _____

☐ CONDITIONAL USE
- ☐ *New*
- ☐ *Amendment*
- ☐ *Special Use* *(For existing Cond. Use ONLY)*

☐ PLANNED UNIT DEVELOPMENT
- ☐ *New*
- ☐ *Amendment*
- ☐ *Special Use* *(For existing PUD ONLY)*

☐ CERTIFIED SURVEY MAP

☐ CONCEPT PLAN

☒ OTHER Preliminary Plat

Property Address: Maple Fields - West of Maple Rd / South of Sherman Parc **Unit:** — **Jackson, WI**

Parcel #: V3-0751 + V3-05200A **Lot Size:** 75.33 Acres **sq. ft.** **Building Area:** — **sq. ft.**

Current Zoning: ☐B-1 ☐B-2 ☐M-1 ☐M-2 ☐I-1 ☐PUD ☒Other R-1, R-3, R-5 Floodplain: Y / N

APPLICANT INFORMATION

Name(s): Neumann Developments Inc. - Bryan Lindgren

Mailing Address: N27W24025 Paul Ct., Suite 100, Pewaukee **State** WI **Zip** 53072

Office: (262) 542-9200 **Cell:** (608) 215-4934 **Fax:** (____) _____

Email: blindgren@neumanncompanies.com

BUSINESS INFORMATION *(If New Business)*

Legal Business Name: _____

D/B/A: _____ **FEIN #:** ____-_____

Mailing Address: _____ **State** ____ **Zip** _____

Office: (____) _____ **Cell:** (____) _____ **Fax:** (____) _____

Email: _____

Website: _____

PROPERTY OWNER INFORMATION

Name(s): Paloroma Farms LLC

Address: PO Box 99, Menomonee Falls **State** WI **Zip** 53052

Office: (414) 870-5819 **Cell:** (____) _____ **Fax:** (____) _____

Email: cdunn@drilots.com

ARCHITECT / ENGINEER / CONTRACTOR INFORMATION *(Circle One)*

Firm Name: Trio Engineering

Primary Contact: Josh Pudelko

Address: 4100 N. Calhoun Rd, Brookfield **State** WI **Zip** 53005

Office: (262) 790-1480 **Cell:** (____) _____ **Fax:** (____) _____

Email: jpudelko@trioeng.com

RECEIVED

NOV 04 2021

VILLAGE OF JACKSON

Please provide as much detailed information as possible. *(Add additional pages if needed.)*

Briefly explain what you are requesting to be reviewed and/or approved: Preliminary Plat for Maple Fields

Provide a brief overview of proposed use(s) of entire property and/or lease space: Residential single family neighborhood.

Hours of Operation: —

Provide a brief overview of proposed daily on-site operations: —

Describe any potential environmental impacts from the proposed use including but not limited to exterior storage, noise, smoke, dust, odors, hazardous materials, vibration, horns, speakers, vehicles and equipment operation and exterior generators, HVAC, or other stationary mechanical equipment, etc.: —

Describe all businesses, properties and other entities located adjacent to the proposed use: Residential & Agricultural

Describe any proposed, development, on-site improvements or other construction/remodeling activities: Residential site development of utilities, grading, & roads followed

Describe any proposed grading, and/or stormwater management plan: included in future engineering plans

Describe any proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: included in future plans

Describe any proposed on-site security measures including site lighting: —

Describe any existing or proposed Life Safety Systems (Includes fire hydrants, fire suppression & fire alarm systems): fire hydrants per requirements

Describe the projected traffic circulation and impacts: Primarily East to Maple Rd.

List all setbacks from rights-of-way and property lines and height limitations:
Per approved Zoning

Provide status of State/Federal License(s) or Certificate(s)s required for operation, if any: —

Does this project require other Jurisdictional Approvals from other Governmental or Regulatory entities?
☐ No ☒ Yes If yes, explain: DNR

Describe any proposed signage including type, size, and location: Monument Sign for neighborhood entrance
location & design TBD

If construction is proposed, describe proposed exterior building materials (type, color, etc.): —

Describe any site specific features/constraints, etc.: —

Outline proposed parking requirements including number of spaces plus those dedicated for handicapped parking:
2 car garage minimum plus driveway spaces

Describe all proposed screening/buffering from adjacent properties (where required by ordinance): —

Describe the proposed provisions for refuse and recycling collection/storage and required screening/buffering: —

Projected Sewer/Wastewater Usage: 10,950,000 gal/year

Projected Water Usage: 10,950,000 gal/year

ACKNOWLEDGEMENT & SIGNATURES

I/We hereby certify that I/We have reviewed the above Village of Jackson Plan Commission application and requirements, and hereby certify that the above information, attachments, and exhibits are complete, true and correct. I/We further understand that any missing or incomplete information may result in a delay of the review of this application. The Village reserves the right to request additional information as deemed necessary.

Applicant Name (Print): Bryan Lindgren

Applicant Signature:

Co-Applicant Name (Print):

C0-Applicant Signature:

Date of Application: 11-2-21

You MUST sign and date this Application!

SUBMIT TO: Village of Jackson – Village Hall *(Checks shall be made payable to Village of Jackson)*
N168 W20733 Main Street
PO BOX 637
Jackson, WI 53037

QUESTIONS?

Village Clerk: For all **general questions** related to completing form or questions related to Village meetings.
Phone: (262) 677-9001 x11
Email: jilline.dobratz@villageofjackson.com

Building Inspector: For questions concerning **building codes, zoning, or technical questions.**
Phone: (262) 677-9696
Email: collin.johnson@villageofjackson.com

TERMS OF THIS PERMIT

1. This permit shall become effective upon Village approval and where required, the execution and recording by the owners of the premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. The permit shall be void unless: (a) pursuant to the Building and Zoning Codes of the Village, the approved use is commenced or (b) the building permit is obtained within 12 months of the date of Village Board approval.
3. This approval is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Jackson.
4. Construction and operation of this permit shall be in strict conformity to the approved building, site, and operational plans which were filed in connection with the application for this approval (as attached and/or referenced).
5. Any of the conditions of this permit which would normally be the responsibility of the tenants of the premises, shall be made a part of their lease by the owner.

- - - - - - - - - - THIS PAGE FOR VILLAGE USE ONLY - - - - - - - - - -

VILLAGE APPROVAL:

☐ **TEMPORARY** *Expiration Date:* _____, 20_____

Plan Commission Approval: Meeting Date: _____, 20_____

Village Board Approval: Meeting Date: _____, 20_____

In-House Approval (O-T-C): Date: _____, 20_____

_____
Approved by: Village Administrator

Conditions and Duration of Approval:

Depending on the request, approvals shall generally be continual or temporary in nature. ALL approvals are subject to the Conditions of Approval outlined below. All conditional or special uses/approvals shall, upon complaint, be subject to review, amendment, or revocation by the Village. Where temporary approvals are issued, such approvals shall be subject to the time limitations specified.

Conditions of Approval: _____

APPLICATION DENIED: Date: _____, 20____

Staff Initials: _____

Reason for Denial: _____

FOR OFFICE USE ONLY
Acct. #: 100-00-45730-000-00

Date Received: 11-5-2021
Amount: $ 325.00
Payment Type: CH / CC / CASH
Check/Rcpt. #: 1989 / 250906
Received By: [illegible]

VILLAGE OF JACKSON

N168W20733 MAIN ST.
P O BOX 637
JACKSON, WI 53037-0147

Receipt Nbr: 250906
Date: 11/08/2021
Check

RECEIVED FROM NEUMANN DEVELOPMENTS INC $325.00

Type of Payment	Description	Amount
Accounting	Account Nbr: 100-00-45730-000-000 PLANNING / ZONING FEES NOVEMBER PLAN COMMISSION-PRE PLAT/CK1989	325.00

TOTAL RECEIVED 325.00

Receipt Memo: PRELIMINARY PLAT-MAPLE FIELDS / CK #1989

November 2, 2021

Ms. Jen Keller, Administrator
Village of Jackson
N168W20733 Main Street
Jackson, WI 53037

RE: Maple Fields
Preliminary Plat Letter of Intent

Ms. Keller,

Neumann Developments is submitting this Letter of Intent and supporting documents for a Preliminary Plat review from the Village Plan Commission and staff at the December 2nd Plan Commission meeting.

The proposed subdivision would be developed as a single-family residential subdivision and, at full build out of the subdivision, would add 100 homes to the Village and $40-$45 million dollars in estimated property value. The development would have a connection to existing East Gate Drive into Twin Creeks and the main entrance at Maple Road. The development proposed would be built in phases with the first phase starting closest to Maple Road. The enclosed submittal requirements provide the detail of the proposed development.

The following information is included in this submission:

- Application form
- Letter of Intent to Village
- Impact Statement
- Location Map
- Development Plan
- Preliminary Plat
- Grading/Drainage Plan
- Water/Sewer/Storm Sewer Plans
- Street/Right of Way cross sections
- Erosion Control Plan

If any additional information is required please feel free to contact me. Our team looks forward to discussing this proposed subdivision with the Village staff and Plan Commission.

Sincerely,

Neumann Developments

Bryan Lindgren
November 02, 2021

NEUMANN DEVELOPMENTS, INC. * N27 W24025 PAUL CT. SUITE 100 * PEWAUKEE, WI 53072
262-542-9200 * FAX: 262-349-9324 * NEUMANNDEVELOPMENTSINC.COM

November 4, 2021

Village of Jackson
N168 W20733 Main St.
Jackson, WI 53037

Attn: Plan Commission

RE: **Impact Statement**
Maple Fields

Dear Plan Commission,

This submittal proposes a new residential subdivision consisting of 100 single family lots and 3 outlots. The specific information on the impact the proposed development will have on the community is as illustrated below.

A. Annual water consumption estimate (100% occupancy and build-out)
   - 109,500 gal/year = 1 RU (residential unit)
     109,500 gal/yr x 100 lots = **10,950,000 gal/year**

B. Annual sewage generation estimate (100% occupancy and build-out)
   - 109,500 gal/year = 1 RU (residential unit)
     109,500 gal/yr x 100 lots = **10,950,000 gal/year**

C. Vehicle trip generation (trips per day per unit x number of units)
   - 10 trips/day x # of lots
   - 10 trips/day x 100 = **1,000 trips/day**

D. Estimated number of vehicles and recreational vehicles to be stored and/or parked on site = **None**

E. Proposed sign(s) (advertising business, industry, dwelling unit)
   - **Temporary marketing signs. Permanent subdivision entry sign.**

F. General hours of operation
   - **24 hours/day, 7 days/week**

G. Anticipated user profiles (for residential developments)
   - **Single family residential homeowners**

H. Proposed dates of construction and completion
   - Start of construction: **Spring 2022**
   - Completion of construction: **Fall 2022**

I. Unusual conditions which warrant special attention (hazardous materials storage, fire hazards, odors, noise generation, etc.)
   - **N/A**

CONSULTING ENGINEERING LAND SURVEYING LAND PLANNING
Trio Engineering, LLC • 4100 N. Calhoun Rd., Suite 300 Brookfield, WI 53005 • t. 262.790.1480 f. 262.790.1481 • jpudelko@trioeng.com

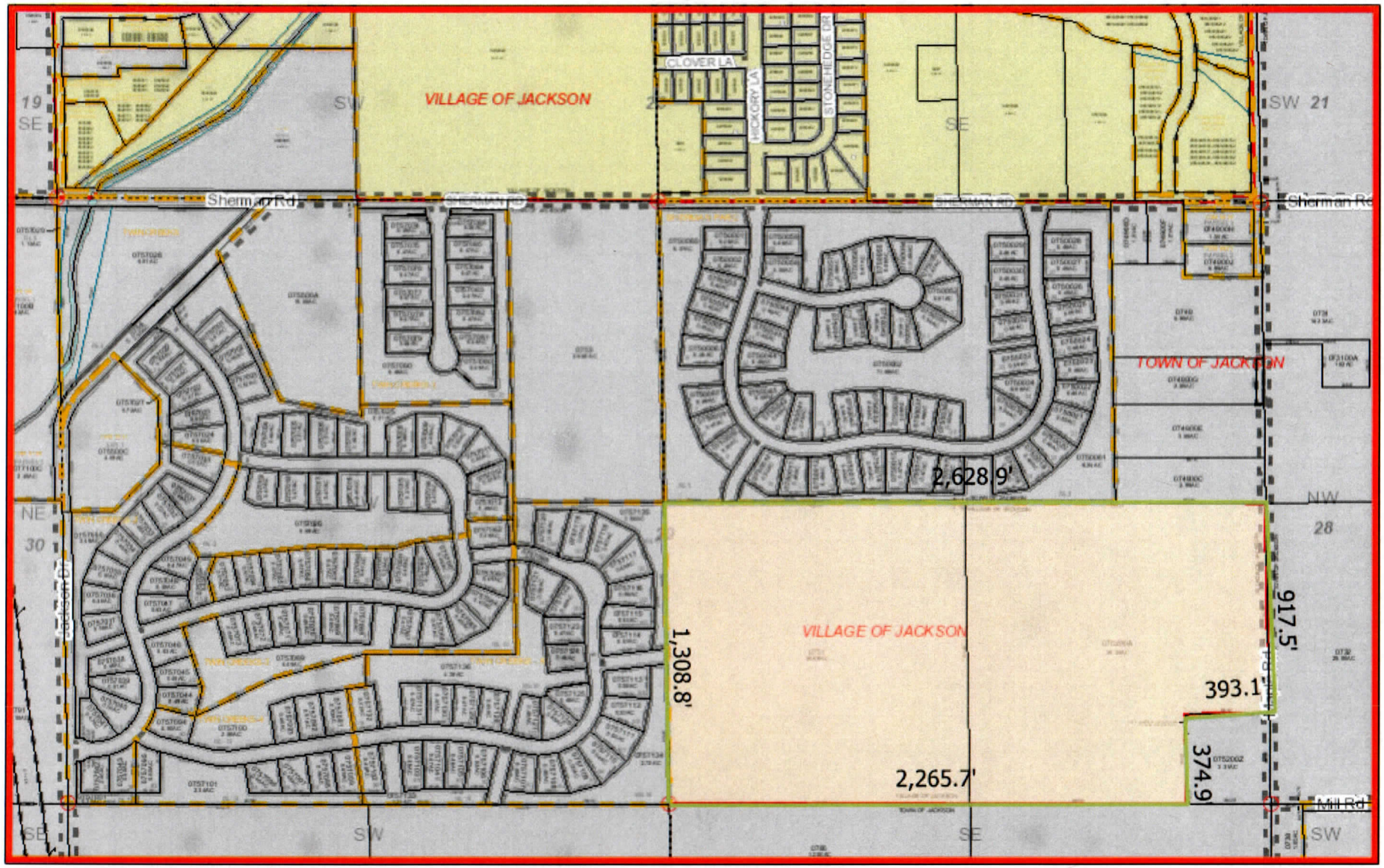
I trust that this information fulfills the requirement for submission. If any additional information is required or to ask questions about the proposed development, please feel free to contact me or our team.

Sincerely,

Josh Pudelko, M.S., P.E.
President

Trio Engineering, LLC • 4100 N. Calhoun Rd., Suite 300 Brookfield, WI 53005 • t. 262.790.1480 f. 262.790.1481 • jpudelko@trioeng.com

ArcGIS WebMap



August 2, 2018

1:7,200

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

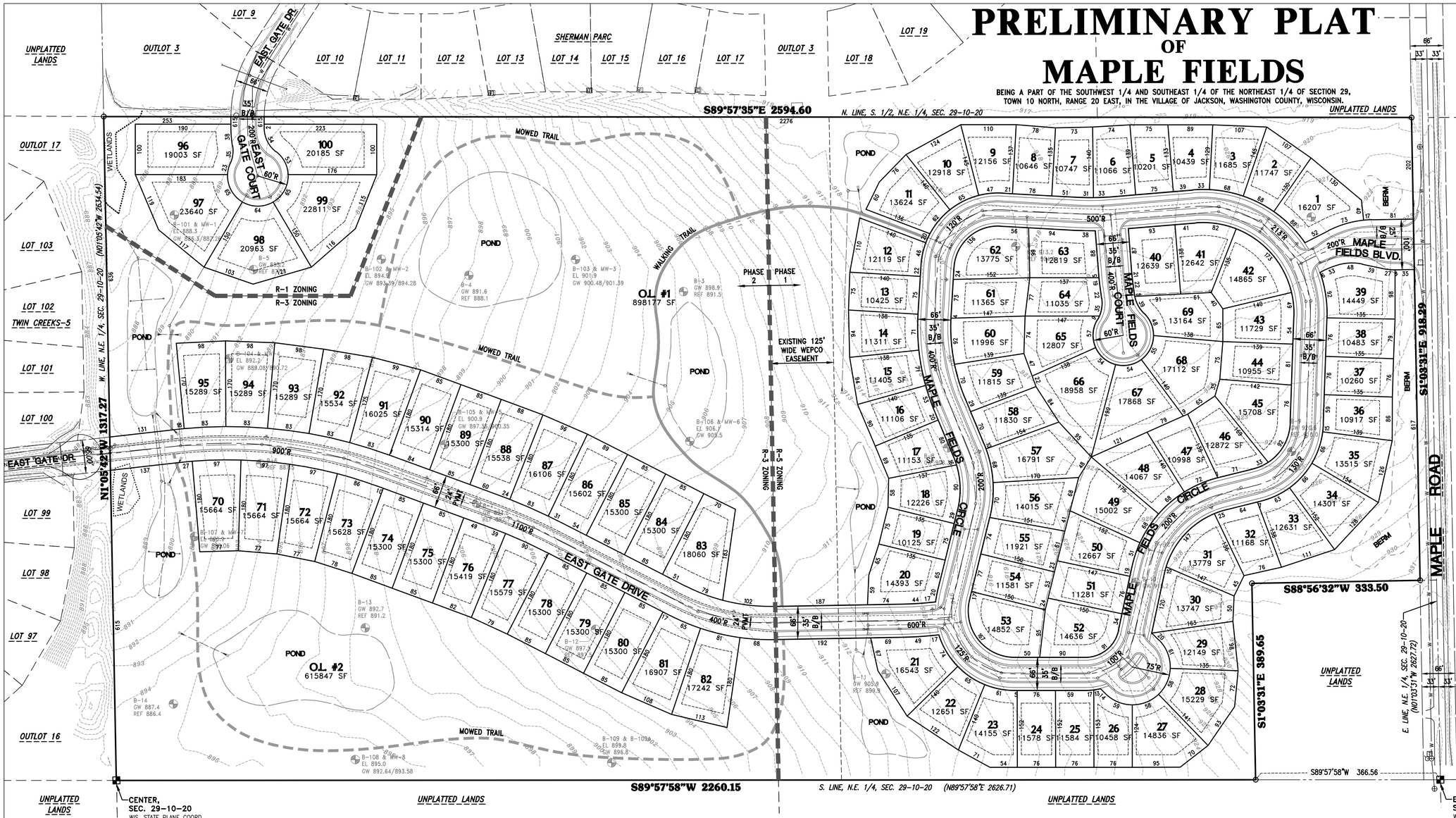
Washington County GIS, Washington County

CountyBoundary
City, Village or Town Hall
Libraries
Washington County Landmarks
Airports
Trails
Public Open Spaces
Current Parcel
Landhook
Meander Line
PLSS Monument
PLSS Boundary

ArcGIS WebApp Builder

PRELIMINARY PLAT
OF
MAPLE FIELDS

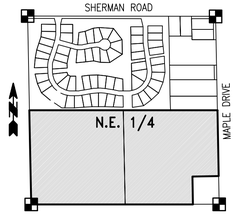
BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 10 NORTH, RANGE 20 EAST, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.



CENTER, SEC. 29-10-20
WIS. STATE PLANE COORD. SYSTEM – SOUTH ZONE
CONC. MON. W/ BRASS CAP
N 479,997.75
E 2,491,878.65

E. 1/4 CORNER, SEC. 29-10-20
WIS. STATE PLANE COORD. SYSTEM – SOUTH ZONE
CONC. MON. W/ BRASS CAP
N 479,999.30
E 2,494,505.07

SCALE: 1" = 100'
0 50 100 200



LOCALITY MAP:
N.E. 1/4, SEC. 29, T. 10 N., R. 20 E.
SCALE: 1"=1000'

DEVELOPER:
NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9200

ENGINEER / SURVEYOR:
TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD, SUITE 300
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480

LOTS 1-69
Proposed Zoning: R-5
Minimum Lot Area= 8,000 sf
(Typ. Lot Area= Min. 10,000 sf)
Minimum Lot Width at Setback Line = 70'
(Typ. Lot Width at Setback Line = 75')
Minimum Front Yard Setback = 25'
Minimum Side Yard Setback = 8'
Minimum Rear Yard Setback = 25'
Avg. Lot Size = 12,810 sf

LOTS 70-95
Proposed Zoning: R-3
Minimum Lot Area= 12,000 sf
(Typ. Lot Area= Min. 15,000 sf)
Minimum Lot Width at Setback Line = 80'
(Typ. Lot Width at Setback Line = 85')
Minimum Front Yard Setback = 30'
Minimum Side Yard Setback = 12'
Minimum Rear Yard Setback = 25'
Avg. Lot Size = 15,700 sf

LOTS 96-100
Proposed Zoning: R-1
Minimum Lot Area= 16,000 sf
(Typ. Lot Area= Min. 19,000 sf)
Minimum Lot Width at Setback Line = 100'
Minimum Front Yard Setback = 30'
Minimum Side Yard Setback = 15'
Minimum Rear Yard Setback = 25'
Avg. Lot Size = 21,320 sf

SITE DATA:
Total Site Area = 75.33 ac
Proposed Zoning =R-1, R-3, & R-5
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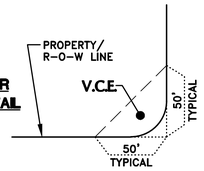
Net Density = 1.33 un/ac
Open Space = 34.76 ac (46.1%)
(OL 1 & OL 2)
Total Street Length = 5,417 lf (54.2 lf/lot)
- R-5 Road = 3,500 lf (50.7 lf/lot)
- R-3 Road = 1,767 lf (68.0 lf/lot)
- R-1 Road = 150 lf (30.0 lf/lot)

LEGEND

	INDICATES SOIL BORING LOCATION
	INDICATES PROPOSED FIRE HYDRANT
W	INDICATES EXISTING WATERMAIN
	INDICATES PROPOSED WATERMAIN
SAN	INDICATES EXISTING SANITARY SEWER
	INDICATES PROPOSED SANITARY SEWER
ST	INDICATES EXISTING STORM SEWER
	INDICATES PROPOSED STORM SEWER
700	INDICATES EXISTING CONTOUR

VISION CORNER EASEMENT DETAIL



VISION CORNER EASEMENT: (V.C.E.)
Corner lots as shown on this plat are subject to a Vision Corner Easement in that no structure or improvements of any kind is permitted within the Vision Corner. No vegetation (except trees) shall exceed a maximum height of 30 inches, as measured from the road edge to the top of the vegetation, in the location designated as the vision corner. Trees in the vision corner shall be trimmed to a height of 60 inches, as measured from the road edge to the bottom branches, to allow for a clear view of oncoming traffic.

DEVELOPMENT SUMMARY:
1. Tax Key Nos. T7_0751 & T7_075200A
2. Subdivision contains approximately 75.3278 Acres.
3. Subdivision contains 100 Lots and 2 Outlots.
4. All lots to be served by Sanitary Sewer and Watermain.
5. Public Roads to have Asphalt Pavement. Sidewalks and Concrete Curb and Gutter are provided in areas as illustrated and/or noted on the plan.
6. All lots to have Underground Telephone, Electric, and Gas Service.
7. Zoning = R-1, R-3, & R-5
8. Stormwater Management Facilities are located on Outlots 1 and 2 of this Subdivision.

HORIZONTAL DATUM PLANE:
All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the East line of the N.E. 1/4 of Section 29, Town 10 North, Range 20 East, Bears North 01°03'31" West.

VERTICAL DATUM PLANE:
All elevations are referenced to the National Goedetic Vertical Datum of 1929. Topographic Information shown hereon is from a field Topographic Survey performed by Trio Engineering, LLC.

WETLAND DELINEATION NOTE:
Wetland boundaries shown herein were delineated by Stantec in May 2018 and field surveyed by Trio Engineering, LLC in May 2018.

WETLAND RESTRICTIONS:
Those areas identified as WETLAND on this Plat shall be subject to the following restrictions:
1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use–Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and land Use–Planning and Zoning Division shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Conservancy/Wetland/Floodplain/Primary Environmental Corridor and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use–Planning and Zoning Division.
3. Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited within the Conservancy/Wetland/Floodplain area and shall be discouraged to the greatest extent possible within the Primary Environmental Corridor area.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.

AGENCIES HAVING THE AUTHORITY TO OBJECT:
– State of Wisconsin, Department of Administration
– Washington County Planning and Parks Commission

APPROVING AUTHORITY:
– Village of Jackson

SURVEYOR'S CERTIFICATE:
I hereby certify that this preliminary plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of the subdivision and platting code of the Village of Jackson.

Date: 09-30-21
Revised: 11-04-21

WISCONSIN GRADY L. GOSSER S-2972 MENOMONEE FALLS, WI LAND SURVEYOR

Grady L. Gosser, P.L.S.
Surveyor Registration Number S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

WISCONSIN GRADY L. GOSSER S-2972 MENOMONEE FALLS, WI LAND SURVEYOR

TRIO DESIGN • LAND SURVEYING • CIVIL ENGINEERING
4100 N. CALHOUN ROAD
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: ggosser@trioeng.com

PROJECT:
MAPLE FIELDS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF JACKSON, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

DATE	DESCRIPTION
09/30/2021	VILLAGE SUBMITTAL
11/04/2021	VILLAGE SUBMITTAL

DATE:
NOVEMBER 4, 2021

JOB NUMBER:
16-016-953-01

DESCRIPTION:
PRELIMINARY PLAT

SHEET
1 OF 1

H:\C900\998\16016-01\SURVEY\PLATS\15DPRP01-MAPLE FIELDS-2021.DWG

MAPLE FIELDS

SINGLE FAMILY SUBDIVISION
PRELIMINARY SITE DEVELOPMENT PLANS

VILLAGE OF JACKSON, WISCONSIN

GENERAL NOTES

1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.

   - STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
   - THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
   - WDNR STORMWATER RUNOFF TECHNICAL STANDARDS.
   - WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
   - VILLAGE OF JACKSON STANDARDS & REQUIREMENTS FOR DEVELOPMENT, LATEST EDITION.

2. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.

3. EROSION CONTROL PLAN: PRIOR TO BEGINNING WORK, AN APPROVED EROSION CONTROL PLAN WILL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING THE APPROVED PLAN.

4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.

5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800-242-8511). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY

6. EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS-BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.

7. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

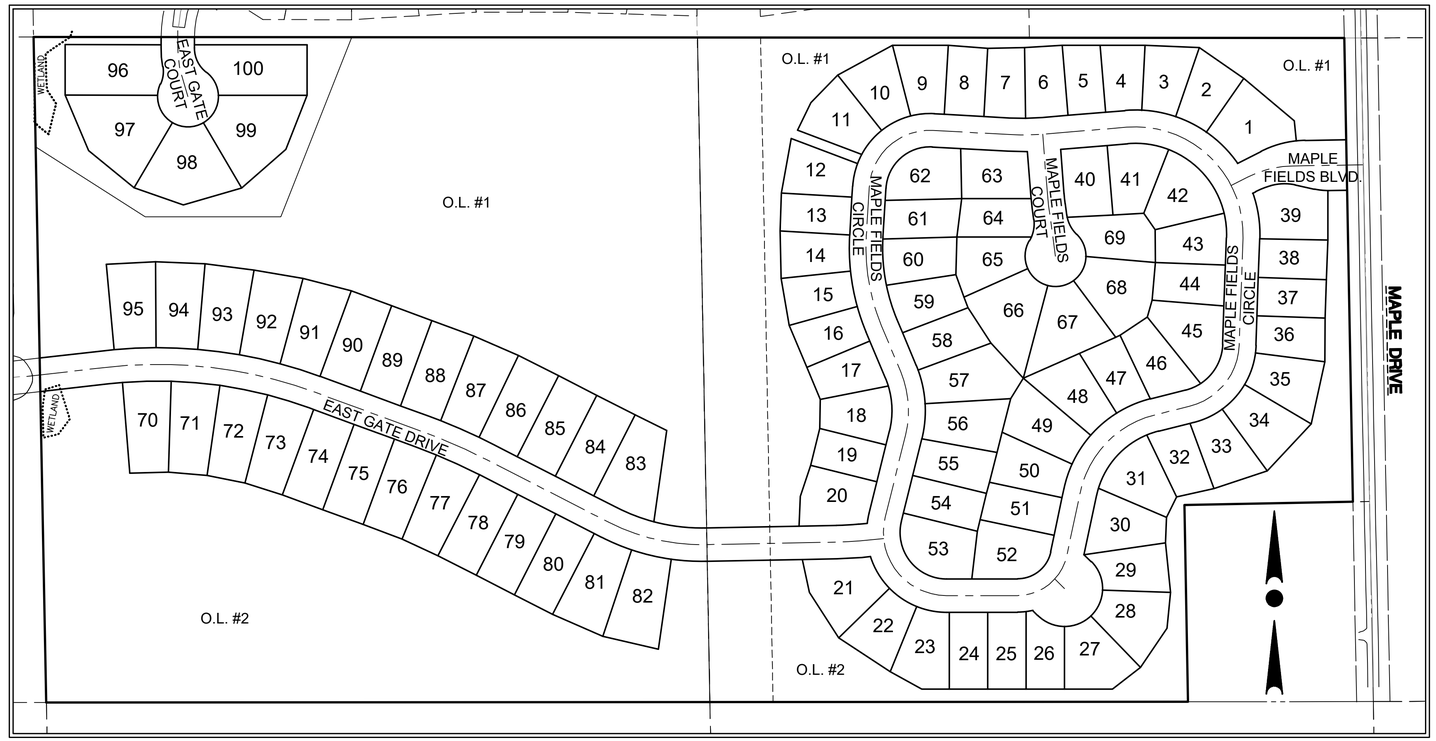
8. ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.

9. ALL TRENCHING SHALL BE PERFORMED ACCORDING TO OSHA STANDARDS.

10. ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.

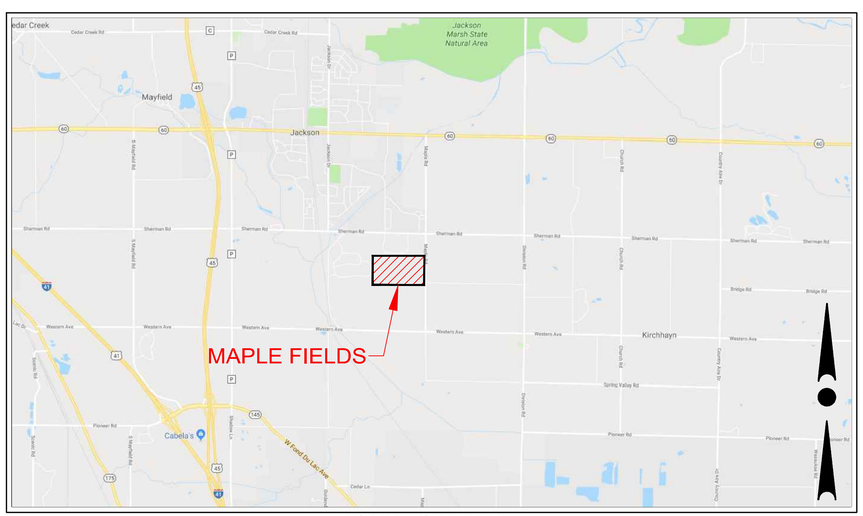
11. THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS AS REQUIRED BY MUNICIPAL ORDINANCE.

12. NOTIFY ENGINEER IF DRAIN TILE ARE ENCOUNTERED DURING SITE CONSTRUCTION. RECONNECT ANY BROKEN OR DAMAGED DRAIN TILE DURING CONSTRUCTION.



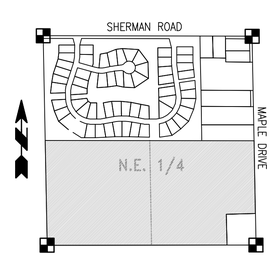
SITE PLAN

SCALE: 1" = 150'



LOCATION MAP

NOT TO SCALE



LOCALITY MAP:

N.E. 1/4, SEC. 29, T. 10 N., R. 20 E.
SCALE: 1"=2000'

DEVELOPER:
NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9200
FAX: (262) 349-9324

ENGINEER / SURVEYOR:
TRIO ENGINEERING, LLC
4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481

SHEET INDEX

CIVIL		
T1	–	COVER SHEET
C1.0	–	OVERALL SITE & GRADING PLAN
C1.1–C1.4	–	GRADING & DRAINAGE PLANS
C2.0	–	OVERALL UTILITY SYSTEM PLAN
C2.1 –C2.4	–	SITE UTILITIES PLANS
C3.0	–	CONSTRUCTION DETAILS

CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

WISCONSIN
JOSHUA D. PUDELKO
E-39420
WAUWATOSA, WI
PROFESSIONAL ENGINEER

TRIO
DESIGN • LAND SURVEYING • CIVIL ENGINEERING
4100 N. CALHOUN RD
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
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BY: NEUMANN DEVELOPMENTS, INC.
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REVISION HISTORY

DATE	DESCRIPTION
09/30/2021	PRELIM CIVIL PLANS
11/04/2021	VILLAGE SUBMITTAL

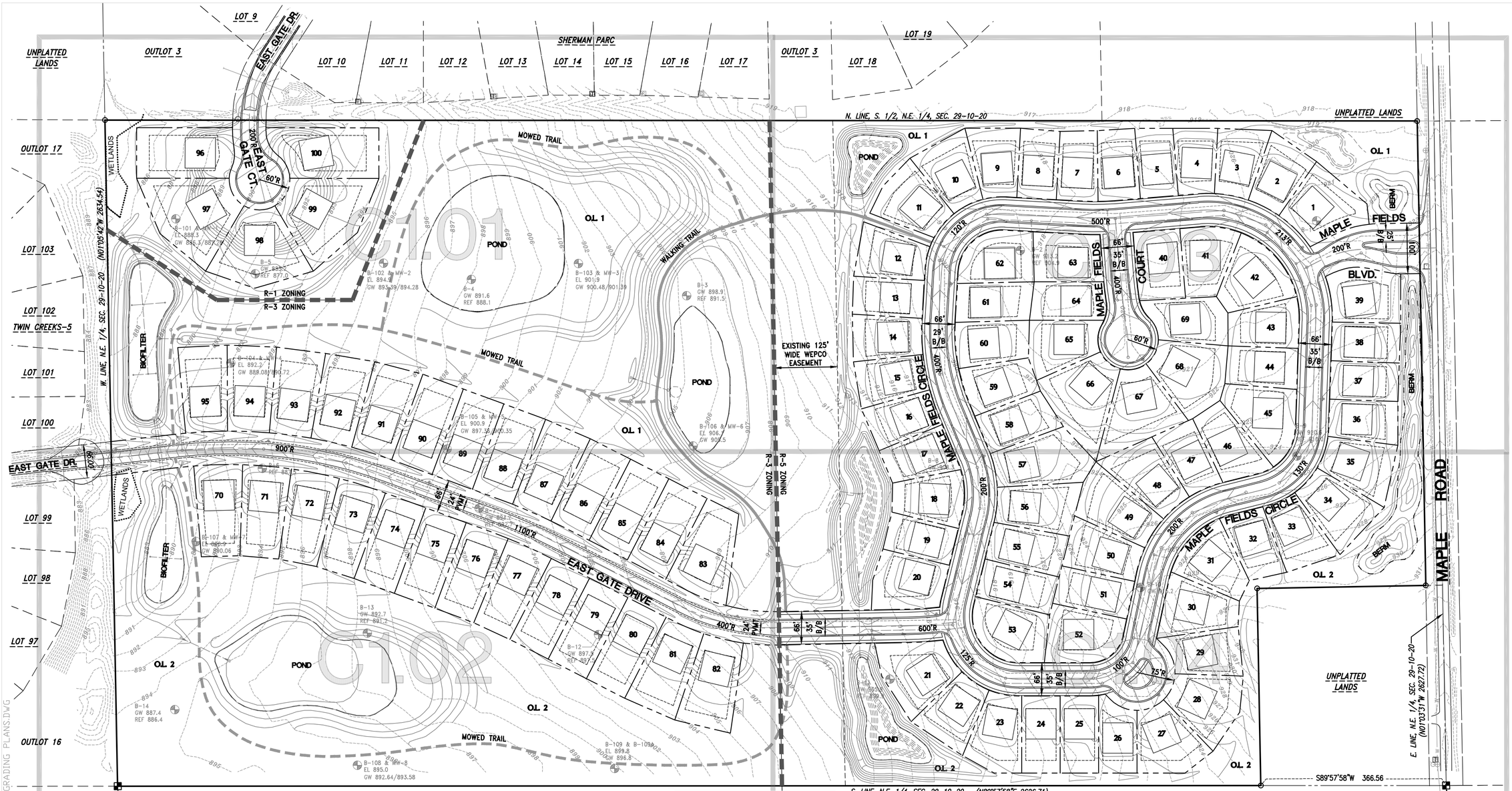
DATE:
NOVEMBER 04, 2021

JOB NUMBER:
16016

DESCRIPTION:
COVER SHEET

SHEET
T1

H:\C900\998\16016-01\PRELIMINARY\CIVIL_MAPLE FIELDS_COVER & DETAILS.DWG



SITE DATA:
Total Site Area = 75.33 ac
Proposed Zoning = R-1, R-3, & R-5
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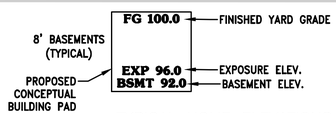

TYPICAL HOME ELEVATIONS
NOT TO SCALE

LEGEND:

905	– EXISTING CONTOUR
905	– PROPOSED CONTOUR
X 921.0	– PROPOSED SPOT ELEVATION
←	– PROPOSED FLOW ARROW
FG 900.0	– PROPOSED YARD GRADE
EXP 895.0	– PROPOSED EXPOSURE GRADE

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NOTE:
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STORM WATER MANAGEMENT PLAN SUMMARY

MAPLE FIELDS IS PLANNED AS A SUBDIVISION CONSISTING OF 100 SINGLE-FAMILY LOTS WITH R-1, R-3, & R-5 ZONING, LOCATED IN THE SOUTHEAST CORNER OF THE VILLAGE OF JACKSON, ADJACENT TO MAPLE ROAD AND CONNECTED TO THE TWIN CREEKS SUBDIVISION (TO THE WEST) AND SHERMAN PARC SUBDIVISION (TO THE NORTH). THE STORM WATER MANAGEMENT PLAN FOR THIS DEVELOPMENT WILL BE A COMPREHENSIVE ANALYSIS OF THE ENTIRE PLANNED DEVELOPMENT, ACCOUNTING FOR ALL PHASES OF THE SUBDIVISION TO ENSURE COHESIVE PHASED IMPLEMENTATION.

THE FOLLOWING DESIGN STANDARDS WILL BE UTILIZED TO DEVELOP THE FINAL STORM WATER MANAGEMENT PLAN FOR THE *MAPLE FIELDS* SUBDIVISION:

- VILLAGE OF JACKSON STORMWATER MANAGEMENT ORDINANCE - CHAPTER 35
- WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) TECHNICAL STANDARDS, NR 151 AND NR 216.
- SUMMARY OF DESIGN REQUIREMENTS:
  - PEAK DISCHARGE: BY DESIGN, BMPS SHALL BE EMPLOYED TO MAINTAIN OR REDUCE THE ONE-YEAR, 24-HOUR, FIVE-YEAR, 24-HOUR; AND THE 100-YEAR, 24-HOUR POST-CONSTRUCTION PEAK RUNOFF DISCHARGE RATES TO THE ONE-YEAR, 24-HOUR, TWO-YEAR, 24-HOUR; AND THE FIVE-YEAR, 24-HOUR PRE-DEVELOPMENT PEAK RUNOFF DISCHARGE RATES RESPECTIVELY, OR TO THE MAXIMUM EXTENT PRACTICABLE.

- WATER QUALITY (TOTAL SUSPENDED SOLIDS): REDUCE, TO THE MAXIMUM EXTENT PRACTICABLE, THE TOTAL SUSPENDED SOLIDS LOAD BY 80%, BASED ON AN AVERAGE ANNUAL RAINFALL, AS COMPARED TO NO RUNOFF MANAGEMENT CONTROLS.

- INFILTRATION: PER CHAPTER 35, LOW IMPERVIOUSNESS. FOR DEVELOPMENT UP TO 40 PERCENT CONNECTED IMPERVIOUSNESS, SUCH AS PARKS, CEMETERIES, AND LOW-DENSITY RESIDENTIAL DEVELOPMENT, INFILTRATE SUFFICIENT RUNOFF VOLUME SO THAT THE POST-DEVELOPMENT INFILTRATION VOLUME SHALL BE AT LEAST 90 PERCENT OF THE PRE-DEVELOPMENT INFILTRATION VOLUME, BASED ON AN AVERAGE ANNUAL RAINFALL. HOWEVER, WHEN DESIGNING APPROPRIATE INFILTRATION SYSTEMS TO MEET THIS REQUIREMENT, NO MORE THAN ONE PERCENT OF THE POST-CONSTRUCTION SITE IS REQUIRED AS AN EFFECTIVE INFILTRATION AREA.

0 50 100 200
SCALE: 1" = 100' (22"X34")
SCALE: 1" = 200' (11"X17")

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PROJECT:
MAPLE FIELDS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF JACKSON, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

DATE	DESCRIPTION
09/30/2021	PRELIM CIVIL PLANS
11/04/2021	VILLAGE SUBMITTAL

DATE:
NOVEMBER 04, 2021

JOB NUMBER:
16016

DESCRIPTION:
OVERALL SITE & GRADING PLAN

SHEET
C1.0

H:\C900\998\16016-01\PRELIMINARY\CIVIL_MAPLE FIELDS_GRADING PLANS.DWG

LEGEND:

905	– EXISTING CONTOUR
905	– PROPOSED CONTOUR
X 921.0	– PROPOSED SPOT ELEVATION
←	– PROPOSED FLOW ARROW
FG 900.0	– PROPOSED YARD GRADE
EXP 895.0	– PROPOSED EXPOSURE GRADE

0 25 50 100
SCALE: 1" = 50' (22"X34")
SCALE: 1" = 100' (11"X17")

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CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
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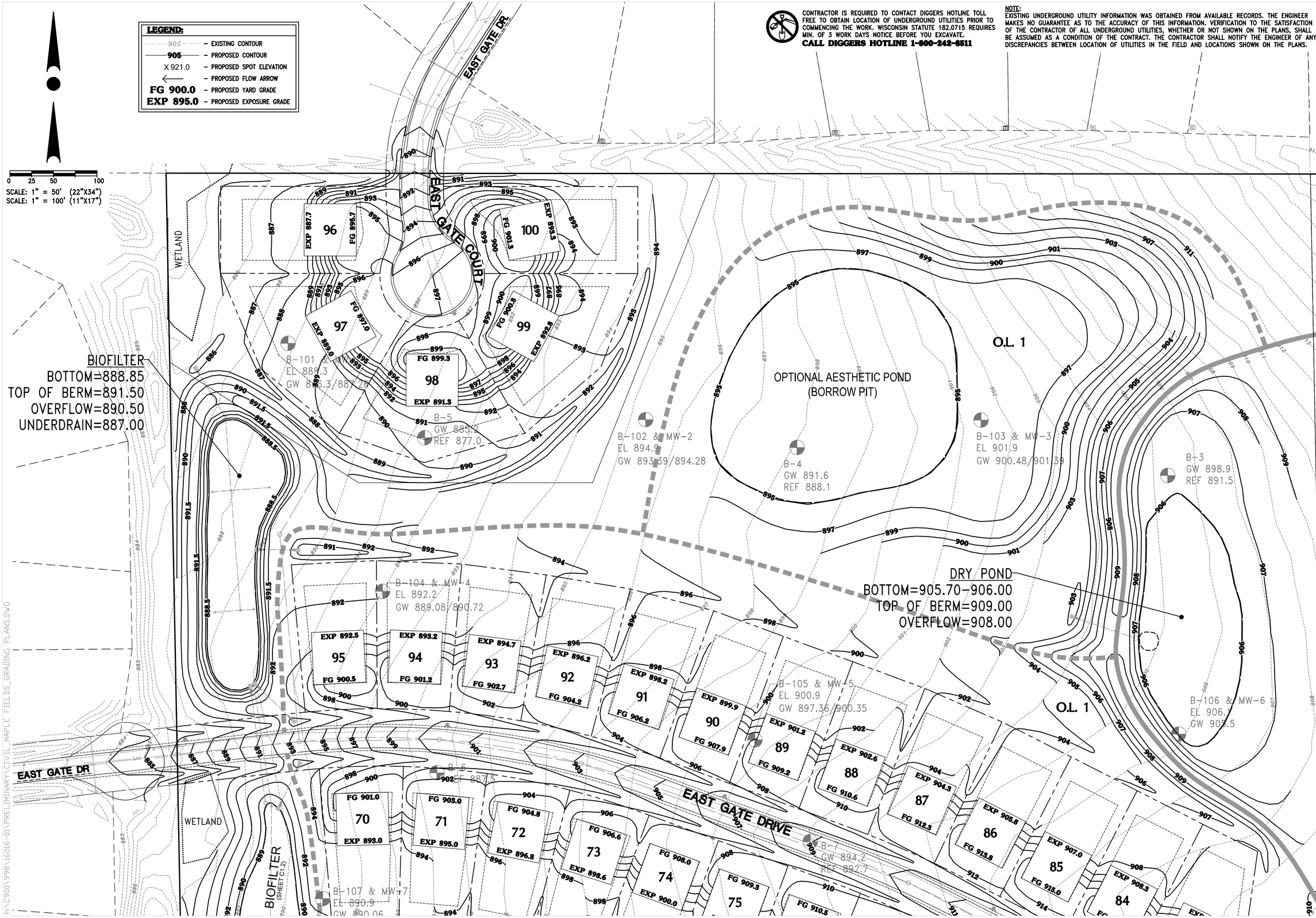

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DATE:
NOVEMBER 04, 2021

JOB NUMBER:
16016

DESCRIPTION:
GRADING & DRAINAGE PLAN

SHEET
C1.1

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BIOFILTER
BOTTOM=889.00
TOP OF BERM=892.00
OVERFLOW=891.00
UNDERDRAIN=888.00

0 25 50 100
SCALE: 1" = 50' (22"X34")
SCALE: 1" = 100' (11"X17")

LEGEND:

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905	– PROPOSED CONTOUR
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DESCRIPTION:
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SHEET
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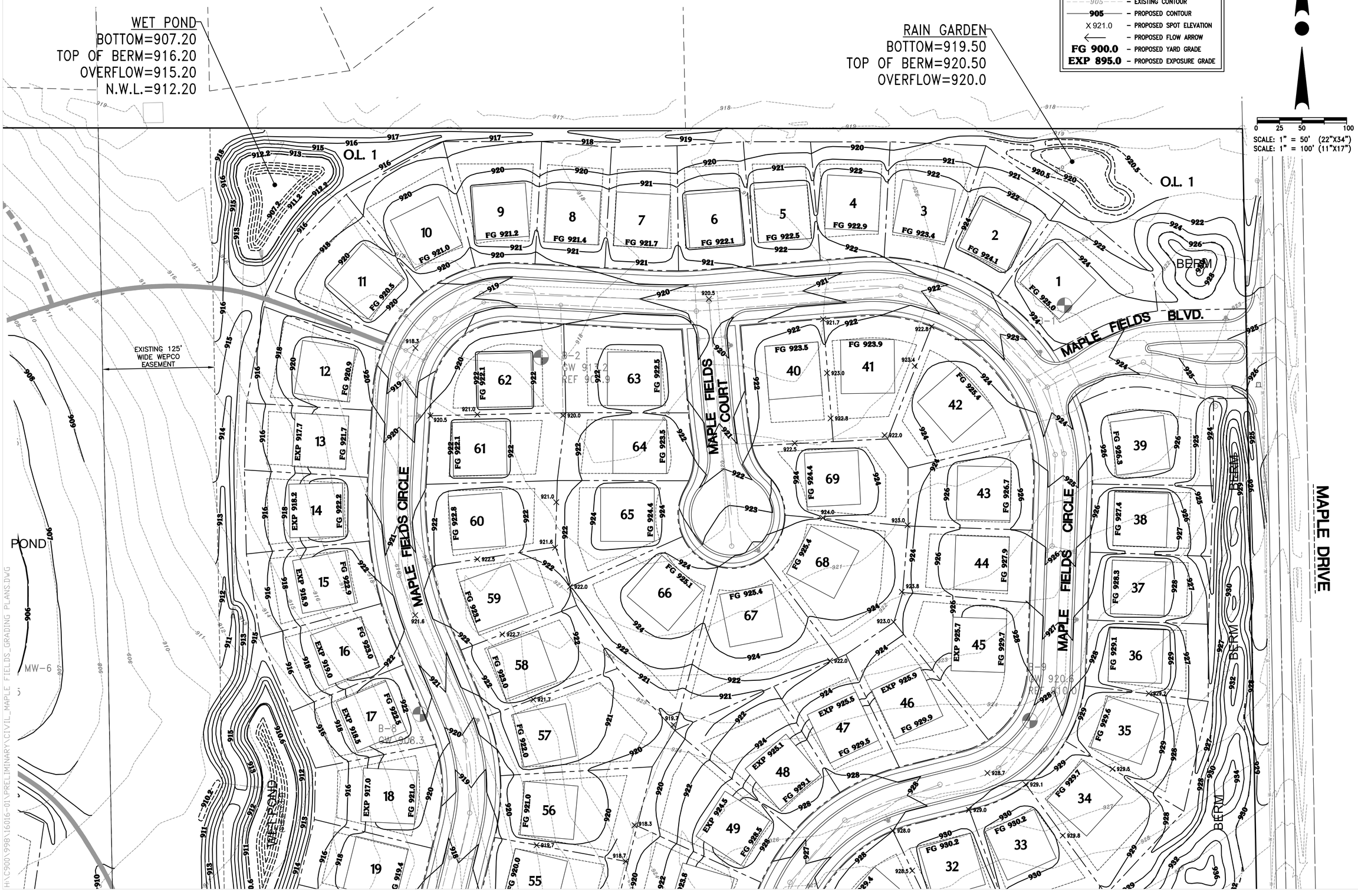
EXP 895.0	– PROPOSED EXPOSURE GRADE



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11/04/2021	VILLAGE SUBMITTAL

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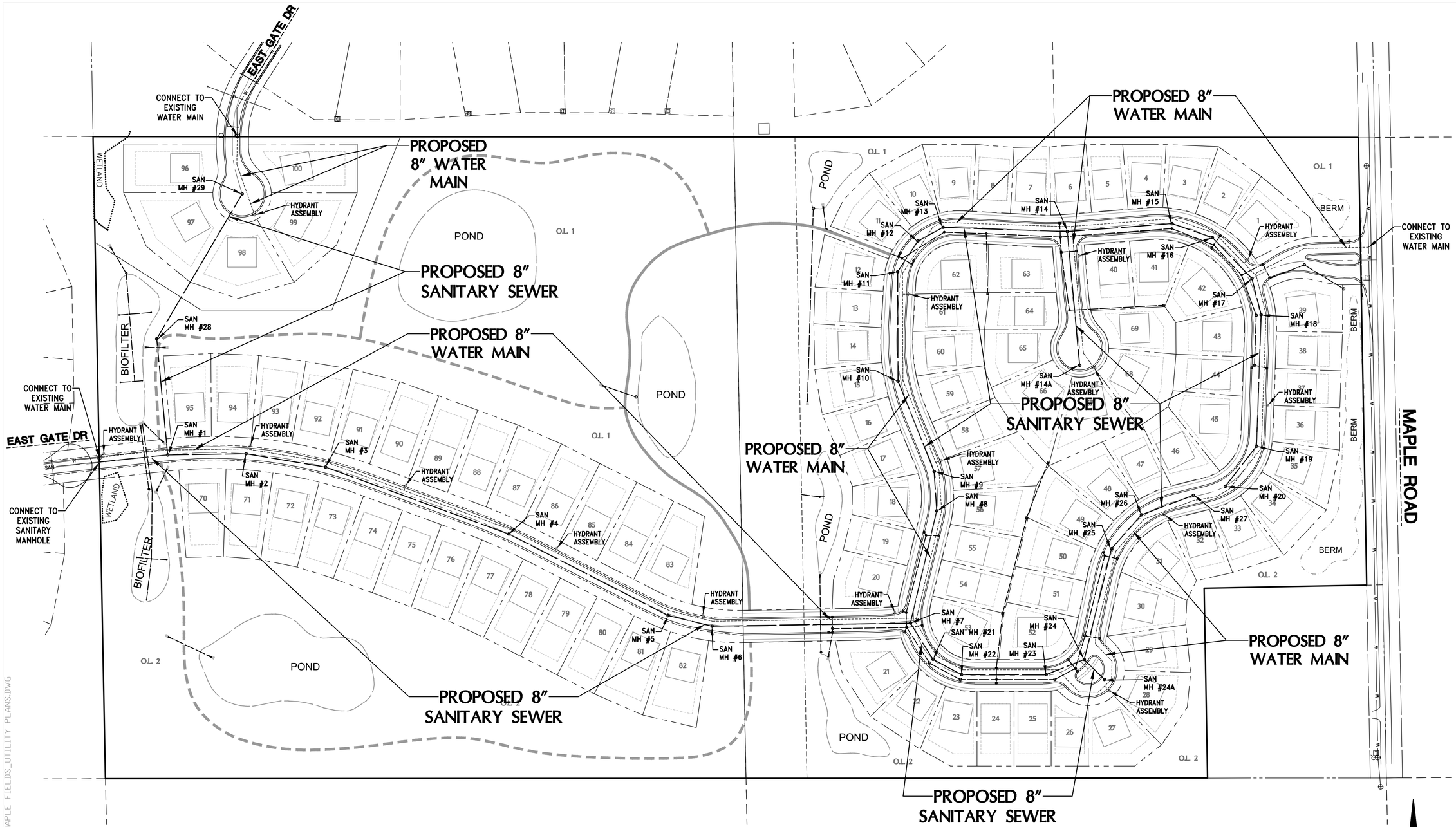
NOVEMBER 04, 2021

JOB NUMBER:
16016

DESCRIPTION:
GRADING & DRAINAGE PLAN

SHEET
C1.4



NOTE:
ALL MATERIALS SHALL BE APPROVED BY THE VILLAGE OF JACKSON PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.

MANHOLE AND VALVE NOTE

- ALL MANHOLES AND VALVES TO BE SET TO BINDER GRADE. MANHOLES TO BE SET TO FINAL GRADE WITH CAST IRON ADJUSTING RINGS AND VALVE BOXES SHALL BE ADJUSTED TO FINAL GRADE AT TIME OF SURFACE COURSE PAVING.

BACKFILL NOTES

TRENCH BACKFILL

- SPOIL BACKFILL MAY BE USED FOR UTILITY TRENCHES CONTINGENT ON TESTING AND APPROVAL BY THE VILLAGE OF JACKSON. ALL SPOIL BACKFILL TO BE USED MUST MEET THE STATE OF WISCONSIN SPECIFICATIONS FOR UTILITY BACKFILL.

SANITARY SEWER NOTES

SANITARY SEWER

- ALL 8" PVC SEWER PIPE SHALL MEET THE REQUIREMENTS SET FORTH IN SECTION 8.10.0 (SSSWCW).
- ALL SANITARY MANHOLES SHALL BE 48" DIA. WITH A NEENAH R-1661 FRAME AND SELF-SEALING LID (NON LOCKING TYPE) WITH NO VENT HOLES AND MEET THE REQUIREMENTS SET FORTH IN SSSWCW.
- SDR-35 PVC PIPE SHALL BE USED FOR SANITARY SEWERS LESS THAN 18 FEET DEEP.
- ALL SANITARY SEWER LATERALS FOR SINGLE FAMILY LOTS SHALL BE 6" DIA. SDR-35 PVC & MADE OF GASKETED PVC FITTINGS MEETING ASTM D-3034.
- SANITARY CASTINGS SHALL BE SEALED WITH AN EXTERNAL BOOT AS SHOWN IN THE DETAILS.

TRACER WIRE NOTE

- CONTRACTOR SHALL INSTALL PLASTIC COATED TRACER WIRE (10 TO 14 GAUGE SOLID COPPER, OR COPPER COATED STEEL WIRE) PER COMM 82.30(11)(H). PLASTIC WIRE MAY BE TAPED TO PLASTIC DRAIN PIPE. IF ATTACHED, THE TRACER SHALL BE SECURED EVERY 6 TO 20 FEET AND AT ALL BENDS. TRACER WIRE SHALL HAVE ACCESS POINTS AT LEAST EVERY 300 FEET.

LEGEND:

905	– EXISTING CONTOUR
SAN	– EXISTING SANITARY SEWER
W	– EXISTING WATER MAIN
ST	– EXISTING STORM SEWER
	– PROPOSED SANITARY SEWER
	– PROPOSED SANITARY MANHOLE
	– PROPOSED WATER MAIN
	– PROPOSED HYDRANT
	– PROPOSED WATER VALVE
	– PROPOSED STORM SEWER
	– PROPOSED STORM MANHOLE
	– PROPOSED STORM INLET
	– PROPOSED STORM END SECTION

0 50 100 200
SCALE: 1" = 100' (22"X34")
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H:\C900\998\16016-01\PRELIMINARY\CIVIL_MAPLE FIELDS_UTILITY PLANS.DWG

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PROJECT:
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SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF JACKSON, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

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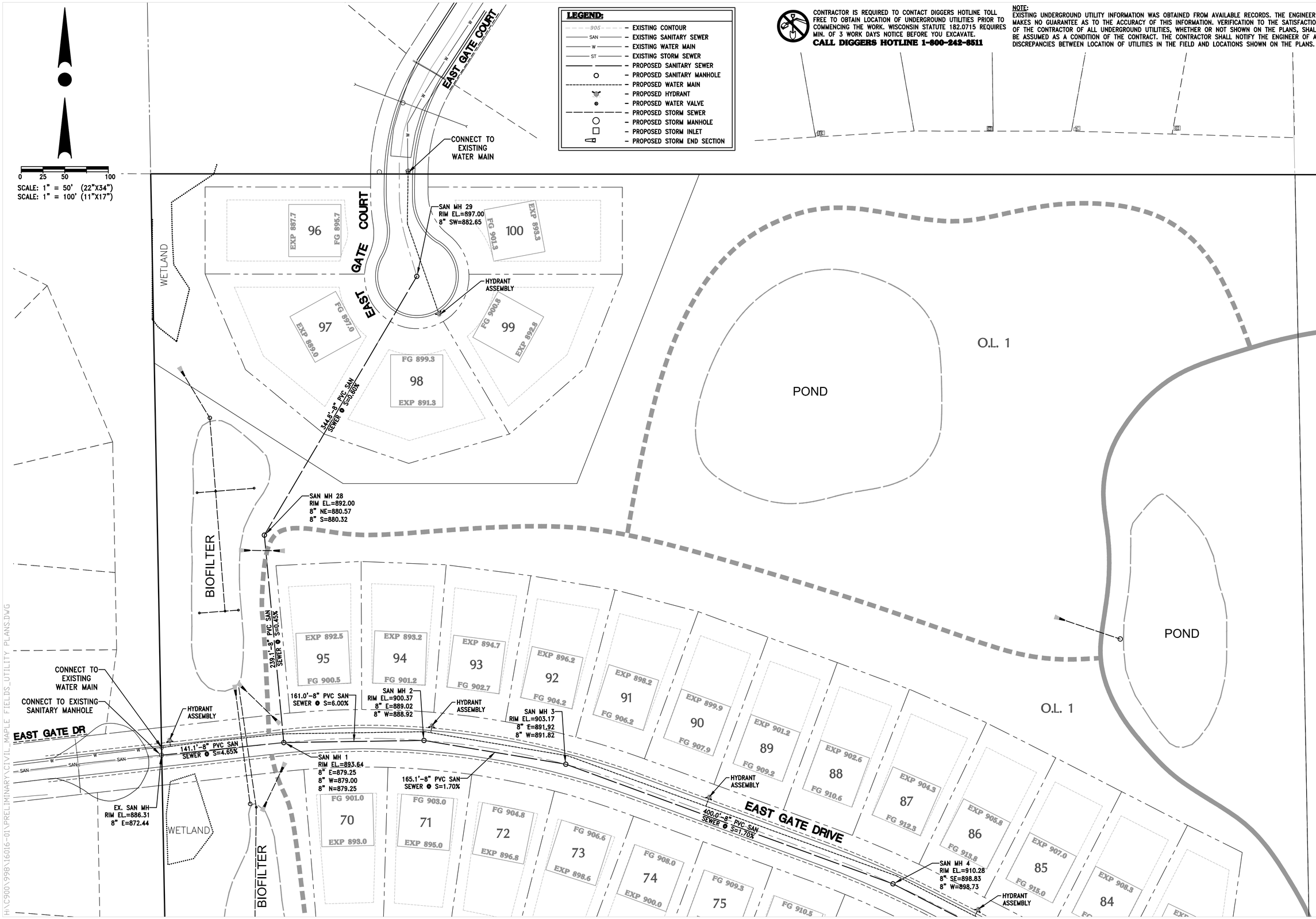
11/04/2021	VILLAGE SUBMITTAL

DATE:
NOVEMBER 04, 2021

JOB NUMBER:
16016

DESCRIPTION:
OVERALL SANITARY SEWER & WATER MAIN SYSTEM PLAN

SHEET
C2.0



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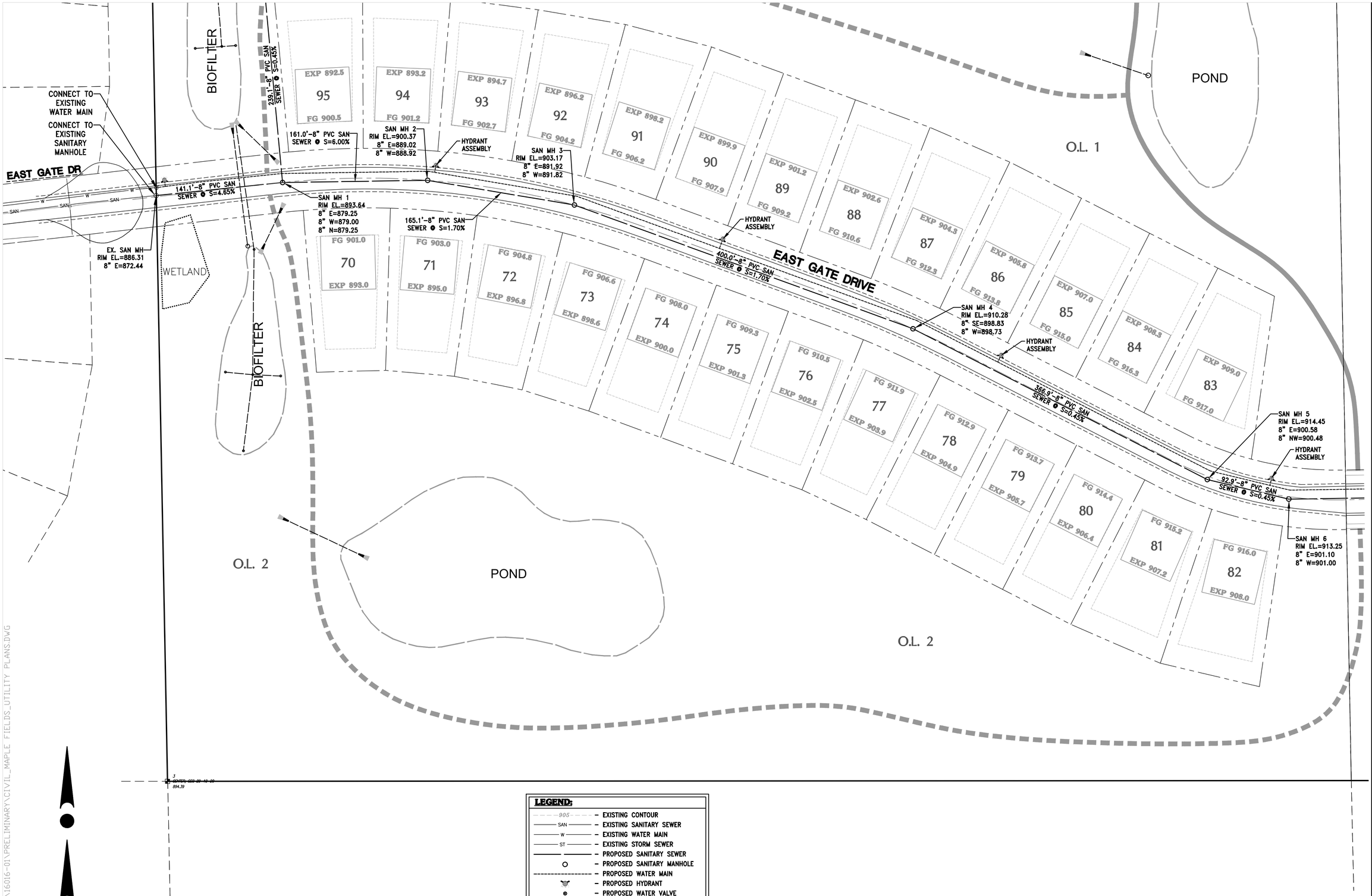
11/04/2021	VILLAGE SUBMITTAL

DATE:
NOVEMBER 04, 2021

JOB NUMBER:
16016

DESCRIPTION:
UTILITY PLAN: NORTHWEST

SHEET
C2.01



LEGEND:

905	– EXISTING CONTOUR
SAN	– EXISTING SANITARY SEWER
W	– EXISTING WATER MAIN
ST	– EXISTING STORM SEWER
	– PROPOSED SANITARY SEWER
	– PROPOSED SANITARY MANHOLE
	– PROPOSED WATER MAIN
	– PROPOSED HYDRANT
	– PROPOSED WATER VALVE
	– PROPOSED STORM SEWER
	– PROPOSED STORM MANHOLE
	– PROPOSED STORM INLET
	– PROPOSED STORM END SECTION

0 25 50 100

SCALE: 1" = 50' (22"X34")
SCALE: 1" = 100' (11"X17")

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JOB NUMBER:
16016

DESCRIPTION:
UTILITY PLAN: SOUTHWEST

SHEET
C2.02

H:\C900\998\16016-01\PRELIMINARY\CIVIL_MAPLE FIELDS_UTILITY PLANS.DWG

LEGEND:

905	– EXISTING CONTOUR
SAN	– EXISTING SANITARY SEWER
W	– EXISTING WATER MAIN
ST	– EXISTING STORM SEWER
	– PROPOSED SANITARY SEWER
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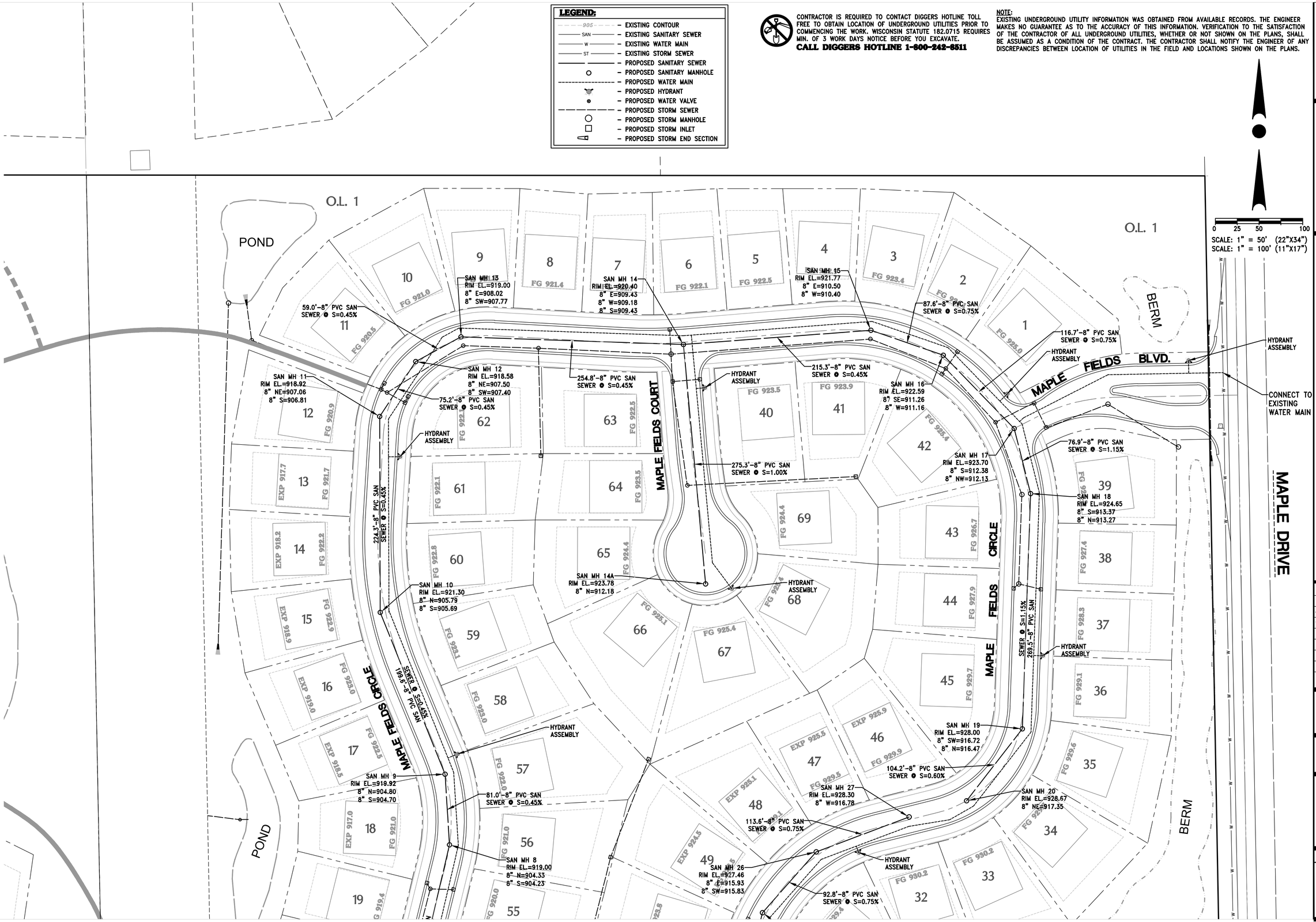

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DESCRIPTION:
UTILITY PLAN: NORTHEAST

SHEET
C2.03

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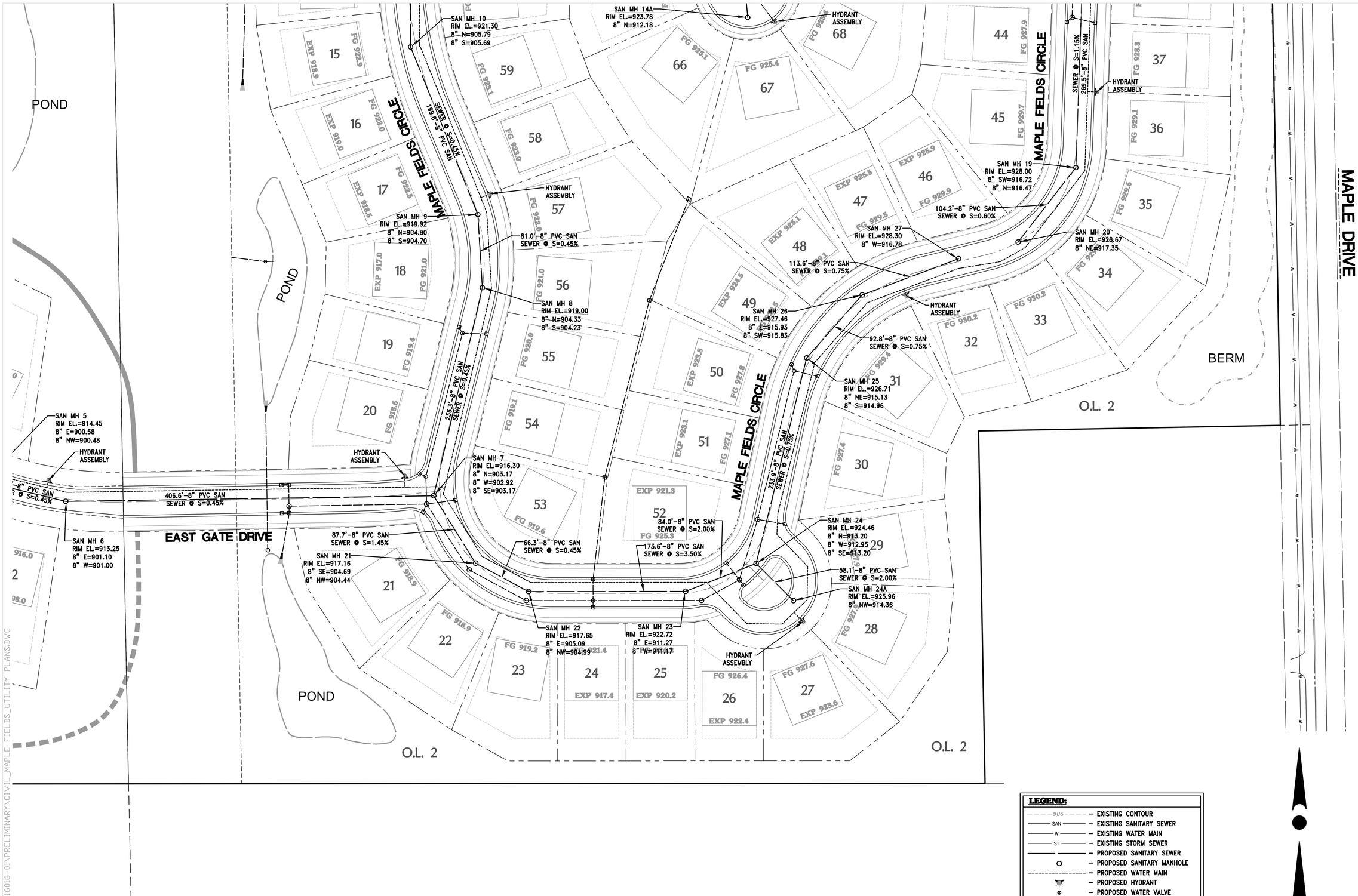

LEGEND:

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W	– EXISTING WATER MAIN
ST	– EXISTING STORM SEWER
	– PROPOSED SANITARY SEWER
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0 25 50 100

SCALE: 1" = 50' (22"X34")
SCALE: 1" = 100' (11"X17")

CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

H:\C900\998\16016-01\PRELIMINARY\CIVIL_MAPLE_FIELDS_UTILITY PLANS.DWG

WISCONSIN
JOSHUA D. PUDELKO
E-39420
WAUWATOSA, WI
PROFESSIONAL ENGINEER

TRIO
DESIGN • LAND SURVEYING
CIVIL ENGINEERING
4100 N. CALHOUN RD
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com

PROJECT:
MAPLE FIELDS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF JACKSON, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

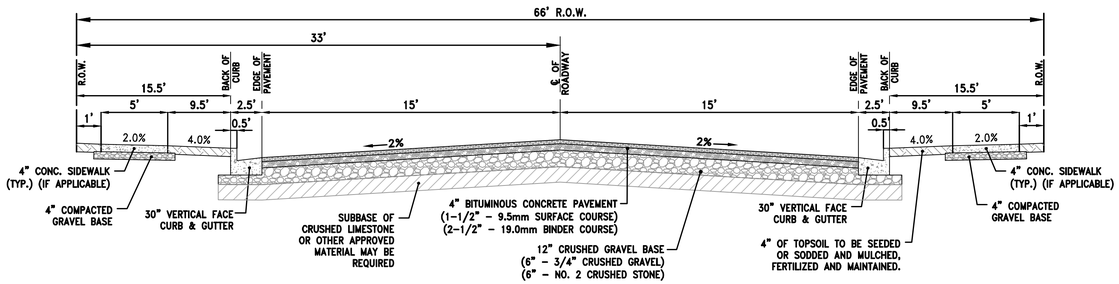
DATE	DESCRIPTION
09/30/2021	PRELIM CIVIL PLANS
11/04/2021	VILLAGE SUBMITTAL

DATE:
NOVEMBER 04, 2021

JOB NUMBER:
16016

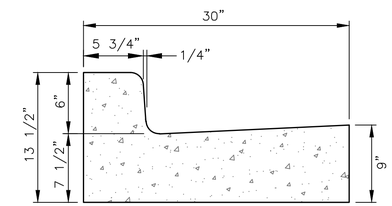
DESCRIPTION:
UTILITY PLAN: SOUTHEAST

SHEET
C2.04



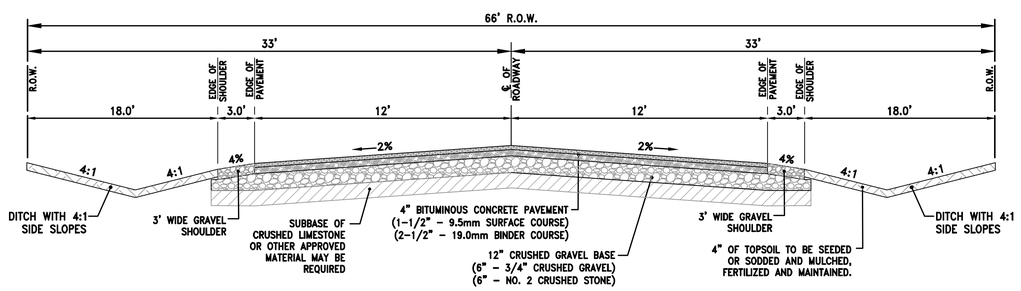
URBAN ROADWAY CROSS SECTION

NO SCALE



30" VERTICAL FACE CURB & GUTTER

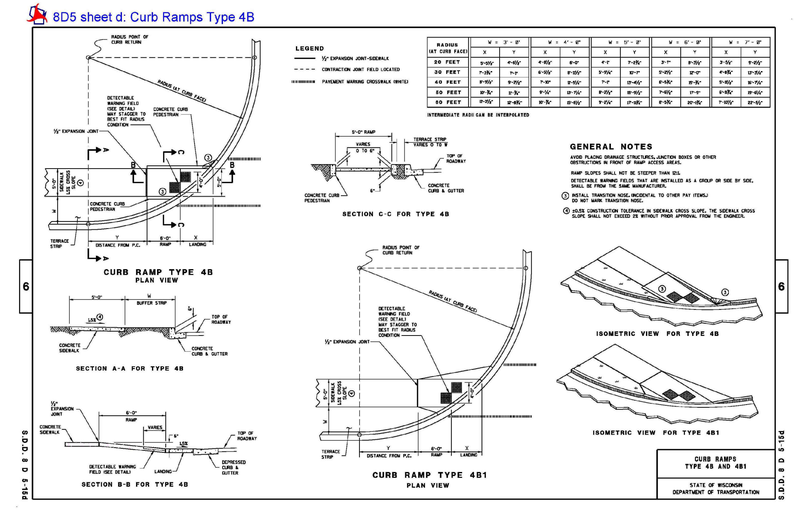
NO SCALE



RURAL ROADWAY CROSS SECTION

NO SCALE

8D5 sheet d: Curb Ramps Type 4B



SIDEWALK CURB RAMP TYPE 4B1 DETAIL

NO SCALE

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PROJECT:
MAPLE FIELDS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF JACKSON, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

DATE	DESCRIPTION
09/30/2021	PRELIM CIVIL PLANS
11/04/2021	VILLAGE SUBMITTAL

DATE:
NOVEMBER 04, 2021

JOB NUMBER:
16016

DESCRIPTION:
CONSTRUCTION DETAILS

SHEET
C3.0

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DECLARATION OF PROTECTIVE COVENANTS OF MAPLE FIELDS

THIS DECLARATION OF PROTECTIVE COVENANTS OF MAPLE FIELDS (the "***Declaration***") is made and entered this _____ day of _____, 2022, by MAPLE FIELDS, LLC, a Wisconsin limited liability company ("***Declarant***").

Name and Return Address:

Maple Fields, LLC
c/o Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072
ATTN: Bryan Lindgren

Tax Key No(s). See Exhibit A

RECITALS

WHEREAS, Declarant owns the real estate located in the Village of Jackson, Washington County, Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "***Property***").

WHEREAS, upon approval and recording of the plat for the Subdivision (as hereinafter defined), the initial phase of the Subdivision will be a platted subdivision consisting of fifty (50) single family lots and two (2) out-lots, as more particularly described on Exhibit A and as depicted on Exhibit B, as they are attached hereto and incorporated herein.

WHEREAS, when fully expanded, the Declarant anticipates that the lots created now or in the future in the Subdivision will be grouped in physical proximity and organized around different sets of building styles, with each such group known as a "Community". The Declarant anticipates that the Subdivision will eventually consist of up to two (2) communities, to be known as The Villas at Maple Fields ("***The Villas***") and The Estates at Maple Fields ("***The Estates***"). By this Declaration, the Declarant desires to impose restrictions on two (2) communities in Phase I, which includes portions of The Villas and The Estates, and to provide for the future inclusion of additional portions of The Villas and The Estates.

WHEREAS, at the time of this Declaration, the Declarant desires to subject Phase I of the Subdivision, to the covenants, conditions, restrictions, reservations, and easements hereinafter set forth, for the benefit of the Subdivision as a whole, and for the benefit of each Lot Owner (as hereinafter defined).

DECLARATION

NOW, THEREFORE, Declarant, as fee owner of the Property, hereby declares that Phase I of the Subdivision and all portions thereof shall be used, held, leased, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot (as hereinafter defined) as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

The general purpose of this Declaration is to: (1) promote the harmonious development of the Subdivision into a high quality residential community while protecting the natural beauty and quality of the environment; (2) help ensure that the Subdivision will become and remain an attractive community; (3) guard against the erection of poorly designed or poorly proportioned structures; (4) require harmonious use of building materials; (5) promote the highest and best residential development of the Subdivision; (6) require the erection of attractive homes in appropriate locations on building sites; (7) be in compliance with Municipal (as hereinafter defined) codes and ordinances; and (8) provide for the expansion of the Subdivision consistent with this Declaration.

ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the assigned definitions:

1.1 "***Association***" shall mean Maple Fields Homeowners Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Subdivision.

1.2 "***ACC***" shall mean the Architectural Control Board as established by the Declarant.

1.3 "***Amenity Area***" shall mean that area as more particularly described in Section 7.5. The area shall be a Common Area and any improvements which may be constructed in the Amenity Area shall be Common Improvements.

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

1.5 "***Board***" or "***Board of Directors***" shall mean the governing body of the Association, elected according to the Bylaws.

1.6 "***Building***" shall mean any freestanding structure located in the Subdivision. A "***dwelling***" or a "***home***" is a Building intended for occupancy in accordance with Section 6.1.

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

1.8 "***Common Areas***" shall mean the easements, Outlots [other than the Expansion Area], Amenity Area, Trail System, and those areas identified on that certain Plat of Subdivision as recorded in the Register's Office as Common Areas. Each Owner shall have an equal undivided interest in the Common Areas, and all deeds and other conveyances of any Lot shall be deemed to include such interest in the Common Areas, whether or not so specifically stated in any such deed or other conveyance.

1.9 "***Common Improvements***" shall mean all personal property, fixtures, structures, improvements, signs, Storm Water Facilities, landscaping, utilities, Mailbox CBUs, Buildings or other improvements made by the Developer or the Association in the Common Areas, cul-de-sac islands and medians.

1.10 "***Community***" shall mean a series of Lots designated in this Declaration or an amendment as being grouped together for purposes of administration of this Declaration.

1.11 "***County***" shall mean the County of Washington, Wisconsin.

1.12 "***Declarant***" shall mean Maple Fields, LLC and its successors and assigns pursuant to Section 15.7 of this Declaration.

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

1.14 "***Developer***" shall mean Maple Fields, LLC.

1.15 "***Director***" shall mean a member of the Board.

1.16 "***Documents***" shall mean the Articles of Incorporation of the Association, the Bylaws, the Rules, and this Declaration, as they may be amended from time to time.

1.17 "***Easement***" shall mean an area on a Lot or in the Subdivision to which has been granted the right of use to an Owner, the Association or a third party for a limited purpose and shall be identified as shown on the Plat. An Owner shall not build, plant or create any obstruction on, over, under or through an Easement, except as consistent with the express, written grant of said Easement rights.

1.18 "***Expansion Area***" shall mean the remainder of Outlot 2 as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B, plus any immediately adjacent lands.

1.19 "***Lot***" shall mean a platted lot intended for construction of a home as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat. The term "Lot" will also include any platted lot intended for construction of a home as shown on any amendment to the Plat or additional plat of any Outlot, which lots are included in any amendment expanding the jurisdiction of this Declaration under Section 11.2.

1.20 "***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.

1.21 "***Mortgagee***" shall mean the holder of a Mortgage.

1.22 "***Municipality***" or "***Municipal***" shall mean the Village of Jackson, Wisconsin.

1.23 "***Natural Materials***" shall mean any building material that is naturally forming or generally composed of natural materials. Examples shall include, but not be limited to wood, cement board, LP SmartSide Siding, brick, stone, plaster or other as determined by the ACC. Materials specifically excluded in this definition include, but are not limited to, vinyl, aluminum, fabricated wood panel wall sheathing or other materials as determined by the ACC.

1.24 "***Occupant***" shall mean the Owner and any other person residing in a Building.

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1.25 "***Owner***" shall mean each fee simple owner or land contract vendee of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.26 "***Outlot***" or "***Outlots***" shall mean an outlot as shown on the Plat, and any subsequent plats. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

1.27 "***Pet***" shall mean a domestic cat, a domestic dog, service animal and emotional support animal, a single caged bird or common small tank fish.

1.28 "***Plat***", "***Plat of Subdivision***", or "***Final Plat***" shall mean the Plat of Maple Fields, as recorded with the Register's Office on _____, 2021 as Document No. _____ and attached hereto as Exhibit B.

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

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

1.31 "***Storm Water Facilities***" shall mean the storm water basins installed in Outlots 1 and 2 together with the easements as shown on the Final Plat.

1.32 "***Storm Water Management Agreement***" shall mean that certain Storm Water Management Practice Maintenance Agreement executed by Declarant and recorded with the Register's Office.

1.33 "***Storm Water Permit***" shall mean the permit as issued by the Municipality, as shall be assigned to the Association, for the maintenance and upkeep of the Storm Water Facilities.

1.34 "***Subdivision***" shall mean all of the Lots and Outlots, as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B.

1.35 "***The Estates***" shall mean the Community designated as The Estates at Maple Fields. In Phase I, Lots 31 through 36 comprise The Estates.

1.36 "***The Villas***" shall mean the Community designated as The Villas at Maple Fields. In Phase I, Lots 1 through 30 and 37 through 50 comprise The Villas.

1.37 "***Trail System***" shall mean the paved trail system and related amenities as may be located on and over certain Outlots as depicted on the Plat and further described in the Trail System Easement Agreement.

1.38 "***Trail System***" shall mean the paved and unpaved trail system and related amenities as may be located on and over certain Outlots as depicted on the Plat and further described in the Trail System Easement Agreement.

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1.39 "***Trail System Easement Agreement***" shall mean that certain Perpetual and Permanent Trail System Access Agreement by and between Declarant and the Municipality and recorded with the Register's Office.

ARTICLE 2. ARCHITECTURAL CONTROL

2.1 Architectural Controls; Restrictions on Development.

2.1.1 Architectural Control Committee. So long as Declarant has title to any Lot subject to this Declaration, including the Expansion Area, the ACC shall consist of three (3) members appointed in writing by Declarant. The Declarant appointed members are not required to be Lot Owners in the Subdivision. All members of the ACC shall serve at the pleasure of the Declarant. The Declarant shall surrender the selection of the members of the ACC upon the earlier of: (a) thirty (30) days from Declarant's conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration, to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) ten (10) years from the date of this Declaration; or (c) Declarant's election to waive its rights to control the ACC. Upon Declarant's surrender of the ACC as provided above, the members of the ACC shall be elected by the Board, provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC. Notwithstanding the election of the new members of the ACC, the approval of Drawings for the initial construction of a home on a Lot shall not be effective without the express prior consent of the Declarant; approval of Drawings for other matters will not require Declarant's approval. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

2.1.2 No Development Without Prior Approval. Not less than ten (10) days prior to each time any of the following is proposed to occur:

(a) commencement of construction of any Building or other improvements or alteration on any Lot; or

(b) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto; or

(c) the demolition of any Building or other improvements on any portion or portions of such property; or

(d) the initial painting, or subsequent decoration or alteration of the exterior of any Building or other improvement on such property; or

(e) the installation of items such as, but not limited to, solar panels, wind-driven energy devices, awnings, enclosure, hot tub, deck, swimming pool, mailboxes, fences, berms or other features on any such property;

the Owner(s) of such property shall submit to the ACC for consideration as described below three (3) copies of written information, which shall include a survey of such property prepared by a

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licensed surveyor or the equivalent, as approved by the ACC for the particular submission, ("***Drawings***") showing:

(1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,

(2) 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,

(3) the proposed landscaping, including any fences or walls, and

(4) the proposed location and specifications for utilities servicing such improvements.

The Drawings shall be submitted in 11x17 format and reflect the proposals in (1) through (4) above, which are appropriate to be shown on the survey. Any of the actions described in clauses (a) through (e) above may be taken (subject to Section 2.1.3 below) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in Section 2.1.3 below, 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 (a) through (e) above shall take place without the approval by 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 are identical or if the action is the repainting of an exterior surface with paint of the same color.

The Municipality may also require permits prior to proceeding with the development activities for the items listed above.

2.1.3 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, the placement and protection of trees and such other matters proposed in such Drawings comply with the terms of this Declaration and the Municipality's ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from the harmony of the external design of, 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 to, or acquiesce conditionally as provided above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed to be the ACC's acceptance of 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 and requirements. 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 six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified.

2.1.4 Prior Approval for Changes. If after the completion of the improvements to an affected Lot, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 2.1.2 above. A proposed alteration will be deemed substantial if it affects the grade of the affected Lot or the location or exterior appearance of the approved improvements.

2.1.5 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 the 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.

2.1.6 Separate Municipal Approval. Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from the Municipality is the sole responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality, and approval by the Municipality shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances are not binding on the Municipality.

2.1.7 Uniformity Standards. Certain standards of architectural control are set forth 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 enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

2.1.8 Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified, defended, and held harmless by the Association from and against any and all claims, actions, suits, proceedings (including criminal proceedings), losses, costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs, asserted against, incurred by, imposed in connection with, related to, or resulting from service as a member of the ACC, 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, cost 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.

2.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 36" 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 Municipal ordinances.

2.3 Minimum / Maximum Home Size Requirements. Only one single-family home not to exceed two stories in height may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

HOME TYPE:	**MINIMUM SIZE:**
The Villas:	
One story	1,500 square feet
More than one story	1,750 square feet
The Estates:	
One story	1,800 square feet
More than one story	2,100 square feet

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

2.4 Garages / Driveway.

2.4.1 The Villas. Each residence within The Villas shall have a garage for not less than two cars attached to the residence containing a minimum of 440 square feet. All garage doors facing the street shall be decorative garage doors with either glass inserts or have

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architectural design such as carriage style or similar. Driveways shall be paved with asphalt or concrete within twelve (12) months of obtaining an occupancy permit for the home.

2.4.2 The Estates. Each home within The Estates shall have a garage for not less than two cars attached to the home containing a minimum of 440 square feet. All garage doors facing the street shall be decorative garage doors with either glass inserts or have architectural design such as carriage style or similar. Driveways shall be paved with asphalt or concrete within twelve (12) months of obtaining an occupancy permit for the home.

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

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

2.5.1 Exterior Façade:

(a) The Villas. All residences in The Villas shall be sided with cedar, cement board siding, stone, brick or stucco, or vinyl. Fascia and soffit may be aluminum. Window and door wraps shall be at least four inch (4") nominal in width and used on all locations except on windows with shutters. All corners shall be six inch (6") trim boards. Stone or masonry may be used, but is not required. Side elevations of homes shall require a minimum of two (2) architectural elements for each ranch elevation and four (4) architectural elements for each two-story elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.

(b) The Estates. All residences in The Estates shall be sided with cedar, cement board siding, stone, brick or stucco; vinyl will not be allowed. Fascia and soffit may be aluminum. The front elevation must have a minimum of twenty-five percent (25%) stone, brick, or other architecturally appealing details at the discretion of the ACC. The stone or brick must terminate at an inside corner whenever possible. If that is not possible, it may terminate at a corner board that is at least (six inch) 6" in width. Side elevations of homes shall require a minimum of three (3) architectural elements for each ranch elevation and five (5) architectural elements for each two-story elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.

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

2.5.2 Roof.

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

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(b) The Estates. A home within The Estates shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 6:12 or such other pitch as is specifically approved by the ACC. "3-tab" shingles shall not be allowed.

2.5.3 Fences. All fences are subject to review and approval by the ACC and are subject to applicable Municipal ordinances, governmental easements and building codes. Fences shall not exceed forty-eight inches (48") in height, shall be constructed of ornamental/decorative metal (wrought iron or aluminum) and be black in color. Stone or masonry columns may be used at corners and in lieu of posts. Chain-link, natural wood, stockade fences, white vinyl fencing and other fencing materials are not allowed. Fences shall be installed no closer than twenty-four inches (24") from any property line unless the Lot Owners mutually agree, in writing, to install a single fence along the property line. In such case, written correspondence from both Lot Owners should be submitted to the Association to document the agreement. Fences shall not be located on a public easement area, drainage area, right of way, or the Common Areas.

2.5.4 Grading. No soil shall be removed from any Lot nor may 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" or "master grade") of a Lot must conform to grading plans approved by the Municipality. 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 homes. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the home.

2.5.5 Pools. Only in-ground pools may be installed on a Lot (above-ground pools are not allowed) and only with approval of the ACC, which approval shall not be construed as a review of conformance to the Municipal or other regulatory bodies' requirements. Pools shall be completely enclosed by a wall or fence of a minimum of four foot (4') elevation, with a self-closing or self-latching gate or door (at the top of such gate or door) with at least four feet (4') clearance between the fence and the pool. Owner is responsible to ensure conformance to applicable Municipal and State of Wisconsin codes and ordinances to insure conformance to size, setbacks and any other requirements.

2.5.6 Cluster Box Units & Lamppost:

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

(b) Lamppost. The term "***lamppost***" shall mean the post and lantern combination including lamps and other devices. Lamposts in this neighborhood are optional as determined by the Owner. If installed, the lamppost shall consist of a black post that is 96 inches in height with a tapered base and a black post mounted lantern above with a minimum lantern width/diameter of 12 inches and shall be operational before occupancy. If installed, the lamppost must be located in the front yard, generally ten feet (10') from the edge of the driveway and no more than fifteen feet (15') from the front of the house or sidewalk, on the front door side of the driveway. Each lamppost shall be fitted with a photocell that automatically energizes the lamps at dusk and de-energized the lamps at dawn. Owner shall maintain the lamppost in operational condition and shall not tamper with such lantern controls. The ACC shall re-select the lamppost if the selected item is determined to no longer be available.

(c) Installation; Maintenance. Each Owner shall maintain its mailbox (if required) and lamppost (if installed) in good condition and working order. If an Owner does not install or maintain the mailbox or lamppost, the Association may install, repair, replace, or maintain the same as deemed necessary by the Association and charge Owner for such amount plus a fee for services rendered as determined by Association. Without limiting the authority of the Association, the costs of enforcing the covenants in this subsection may be assessed to an offending Owner or other method as set forth in Article 4. The HOA shall maintain the CBUs and retain a master keys for each unit.

(d) Installation by Declarant. If Declarant, in its discretion, installs any 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.

2.5.7 Utilities. All utilities servicing the Lot shall be installed underground.

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

2.5.9 Dog Kennels. Dog kennels shall not be allowed on any Lot even where one would otherwise be permitted by Municipal ordinance or code.

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

2.5.11 Outbuildings. Storage sheds or outbuildings of any size, temporary or permanent, shall not be permitted under any circumstance.

2.6 Grading and Landscaping.

2.6.1 Master Grading Plan. Declarant has established a master surface drainage plan consistent with the master grading plan on file with the Municipality (the "***Master Grading***

Plan") designating the manner in which each Lot shall drain in relation to all other Lots. Compliance of all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots and affects the value of all Lots. Within sixty (60) days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner's Lot in accordance with the Master Grading Plan, and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without Municipal and ACC approval. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Despite Declarant's efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect. Building envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit.

2.6.2 Landscaping.

(a) The Villas. Owners must plant and maintain a minimum of one (1) - 2" caliper single-stem ornamental tree located in the front yard, and a minimum of eight (8) foundation plantings and mulched/stone bed along the front foundation wall.

(b) The Estates. Owners must plant and maintain a minimum of one (1) - 2" caliper single-stem ornamental tree located in the front yard, a minimum of two (2) - 2 ½" caliper, single-stem deciduous trees (both in the front yard and one must be planted on the opposite side of the driveway), and a minimum of twelve (12) foundation plantings and mulched/stone bed along the front foundation wall.

(c) Vegetative Cover. Each individual Lot Owner shall be responsible for installing and maintaining vegetative cover (a lawn or landscaping) on all exposed soil on their Lot to prevent erosion of the soil into unwanted locations. This vegetative cover must be installed within sixty (60) days of obtaining occupancy of the home or, in the case of winter occupancy as outlined in item (e) below. Note that other materials are allowable around the foundation and paved surfaces including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil. If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Municipal codes or ordinances, or the Wisconsin State Statutes. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within sixty (60) days of proper growing conditions. The growing season for this area is anticipated to be from mid-April to mid-October.

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2.6.3 Irrigation. Irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers and components that conform to the Environmental Protection Agency's "WaterSense" criteria. If such criteria are no longer available, the ACC may substitute a different standard. Controllers shall be equipped with a precision soil sensor and rain sensor, as minimum components. Controllers and equipment shall be installed, programmed and maintained according to manufacturer's recommendations. If the model of controller specified above is, in the opinion of the ACC, no longer readily available or available at reasonable cost, the ACC may choose a different controller from time to time as the standard. The ACC may also permit use of other products from other manufacturers, with similar features, as "or equal" products.

2.6.4 Easements. Plantings in the public and private easements may not be permitted by terms of the easement and should be avoided. Plantings within easements will be at-risk for removal by the Municipality and may be subject to damage or removal for maintenance and/or repair operations.

2.7 Municipal Codes and Ordinances. All items in this Article 2 shall be subject to Municipal codes and ordinances, as may be modified from time to time.

ARTICLE 3. ASSOCIATION OF OWNERS

3.1 Administration. Declarant shall establish the Association, which shall be incorporated as a Wisconsin nonstock corporation, 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 on 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 of and restrictions on the Property such as easements. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

3.2 Membership and Voting. Effective as of the date of purchase or creation of a Lot, 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 4 of this Declaration.

3.3 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 of Incorporation, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), which rights shall expire upon the earlier of: (a) thirty (30) days from Declarant's conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration, to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) fifteen (15) years from the date of this Declaration; or (c) Declarant's election to waive its rights to control the Association. Upon Declarant's surrender of its rights to control the Association as provided above, the Directors shall be elected by the majority vote of the Owners within the Subdivision. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-

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Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

3.4 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 90-day notice without payment of any penalty.

ARTICLE 4. ASSESSMENTS

4.1 Budget and Assessments.

4.1.1 Deposit. In addition to the Lot purchase price, each Owner will deposit an initial fee with the Association as an initial assessment; amount as stated in the purchase documents. The deposit must be made at the time of closing of the initial purchase of the Lot by an Owner intending to occupy a home on such Lot. .

4.1.2 Assessments. The Association shall have the power to levy an annual assessment against each Lot for the purpose of defraying, in whole or in part, the costs incurred by the Association, including costs to operate the Amenity Area improvements that are unique to the single-family development, and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each year, and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31st of each year. The Association may from time to time permit the payment of the annual assessment on a monthly or other basis, but the entire assessment remains due.

4.1.3 Budget. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots based on such budget as provided above, allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and a reserve for contingencies and replacements for the Amenity Area as provided in Section 7.5 and may include a replacement reserve for any other purpose determined by the Board in its reasonable discretion, which in each case shall constitute part of the general assessments. Until a new budget is adopted, the prior year's budget shall remain in effect.

4.1.4 Collection. The Association may delegate to a third-party manager or collection agent the authority to collect any assessments.

4.1.5 Special Assessments; Fines. The Association may also levy: (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied; 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 Article 2, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

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4.2 Installments; Late Payments. General assessments shall be levied on an annual basis, but shall be due and payable on March 31st, or as determined by the Board from time to time and as set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If an assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of twelve percent (12%) per annum until the assessment is paid in full. Any assessment or installment of an assessment not paid within ten (10) days of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws and/or in the Rules.

4.3 Enforcement; Liens. All general and special assessments which are not paid when due shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Association may purchase a property upon foreclosure of its lien. Under Section 3.2 an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

4.4 Association Statements. Within five (5) 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.

4.5 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.

4.6 No Fees or Assessments in Event of Tax Forfeiture. Neither Washington County nor the Municipality shall be liable for any fees or special assessments in the event that Washington County or the Municipality become the owner of one or more Lots by reason of tax delinquency.

ARTICLE 5. MAINTENANCE AND ALTERATIONS

5.1 Owner Responsibility. Each Owner or Occupant shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements (including the Amenity Area, if any) damaged through the fault or negligence of such Owner/Occupant or such Owner's/Occupant's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no home 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.

5.2 Association Responsibility. The Association shall maintain in good condition and repair, including snow removal, replace and operate all of the Common Areas and Common Improvements, including easements, landscaping, trees and plantings in the Common Areas and trimming of such landscaping. The Association may, in its discretion, install additional Common Improvements in the Common Areas. Each Owner shall be responsible for its share of the cost for such activities. The Association shall release and indemnify the Municipality for any maintenance responsibilities with respect to same.

5.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 5. In the event the Association does not properly landscape or maintain any Common Area, or properly maintain any signage, the Municipality may send written notice to the Association indicating that the Municipality has determined that the Common Areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Municipality 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 and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Municipality shall have the authority to landscape and/or maintain any such Common Area and/or sign referred to in said notice and shall have the right to charge the Owners on a pro rata basis for any costs incurred by the Municipality 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 Owner within the period fixed by the Municipality, charges shall become a lien upon the 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 Owner's Lot as provided in Section 66.0627, Wis. Stats.

5.4 Alterations and Maintenance. Landscaping, berms, grading, drainage pathways, Common Improvements or other improvements in the Amenity Area or Common Areas may not be removed or substantially altered without written approval by the Association, Municipal engineer, and the Municipal plan commission, as may be required. Maintenance and minor alterations of these improvements are allowed, such as the removal/repair of damage structures, pruning of trees, replacement of ground cover, and repair or replacement of the fencing and other structures. Owners are encouraged to remove trash and debris and should report any unauthorized use within the Common Areas or Common Improvements to the Association. Declarant and or the Municipality are able to provide a copy of the plans for the Common Area upon request by the Association.

ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

6.1 Permitted Uses.

6.1.1 Single-Family Residential. Each Lot shall be occupied and used only for single family residential purposes, except as provided in Section 6.1.2. The term "***residential purposes***" includes only those activities necessary for or normally associated with the use and enjoyment of a home site 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 family or guests without prior approval of the ACC.

6.1.2 Home Business. A home may be used for a home-business if it obtains the prior written approval of the ACC. A home-business shall only be approved if the home-business has no (zero) employees other than immediate family members, and the home-business has no outside client, vendor or customer sales occurring at the home. 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 to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. These uses may require specific approval by the Municipality and must be in compliance with all Municipal ordinances and regulations or receive a temporary use permit as authorized by the Municipality. Approval of a use by the ACC does not constitute approval by the Municipality or certification that the use complies with Municipal ordinances and regulations.

6.1.3 Amenity Area. The Amenity Area shall be used for the purpose of miscellaneous recreational amenities (which may include, without limitation, a swimming pool, playground, sport court, ice skating rink, community gardens, and parking for same) as decided by the Association, in its sole discretion.

6.2 Pets. Subject to Municipal Ordinances, and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration, no animals, livestock or poultry shall be raised, bred or kept on any Lot, except that Pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes and service animals and emotional support animals shall be permitted to the extent permitted by applicable municipal ordinances and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration. An Owner or Occupant may keep no more than three (3) Pets per Lot on the conditions that:

(a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; and

(b) the Pet is licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances; and

(c) no reptiles or un-caged birds shall be permitted; and

(d) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board or Municipality, 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 or any Rules adopted relating to Pets; and

(e) the Pet is subject to such Rules as the Association may adopt from time to time on the subject; and

(f) possession of Pets is a privilege which may be revoked and shall not be considered a property right.

(g) At the drafting of this document, the Village of Jackson has an ordinance that limits the number of dogs at any residence to no more than 2 dogs per household. Homeowners must comply with this ordinance, or any other ordinance invoked at any time by the Village.

6.3 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots for more than twenty-four (24) consecutive hours, without the express prior consent of the Board. No person shall occupy, park, or otherwise use a vehicle so as to block access to a Lot. Storage or parking of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except (i) in a garage, (ii) in the case of recreational vehicles, commercial vehicles, campers, trailers, and boats, outside of a garage for no longer than one twenty-four (24) hours in a one week period; or (iii) outside parking on a case-by-case basis as approved by the ACC.

6.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. Garbage containers stored outside during initial construction or remodeling shall be situated only in locations designated by the Association. 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 home or garage, except for a period of twelve (12) hours prior to and following the scheduled garbage pickup. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6.5 Temporary Structures. No structure, trailer, 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 ACC, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

6.6 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, Occupant, 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 Article 3 or in accordance with rules established by the Association with respect to the Amenity Area.

6.7 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 Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio- or audio-visual equipment.

6.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall be kept in good condition and maintained in a quality similar to that of any Building on the Lot.

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6.9 Signs. No Owner or Occupant may erect, post or display posters, Signs or advertising material on the Common Areas or at locations within a 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 2. Where Board consent is sought and obtained, the permitted Signs will be erected and maintained in accordance with all ordinances, rules, regulations, 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. All Signs placed within easements, or the public right-of-ways shall also require Municipal approval and/or permits.

6.10 Compliance with Laws; Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations, or rules, including but not limited to, Municipal ordinances. Such applicable laws include, but are not limited to, those 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 State of Wisconsin Statutes; Comprehensive Environmental Response, Compensation and Liability Act ("***CERCLA***"); Toxic Substances Control Act ("***TOCSA***"); Resource Conservation and Recovery Act ("***RCRA***"); Municipal 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.

6.11 Obstructions. Unless installed by the Declarant or the Association, no playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas.

6.12 No Further Divisions. No Lot may be further subdivided without the approval of the Municipality, the Association and/or the ACC.

ARTICLE 7. SPECIAL FEATURES

7.1 Storm Water Facilities. The Storm Water Facilities shall be fractionally owned by the Lot Owners and managed by the Association. The Association shall have the ability to impose assessments for the inspection, maintenance, and repair of the Storm Water Facilities. The Common Areas include storm sewer and surface water drainage systems. The Storm Water Facilities are located in commonly owned outlots as shown on the Final Plat and are Common Areas maintained by the Association in accordance with the Storm Water Agreement and shall be used solely for drainage and storm water purposes and not for recreational purposes. The Association has no duty to ensure the safety of persons using the drainage areas, or to warn of dangers concerning them. Neither the Declarant nor the Association is responsible for the safety of any drainage area for use by humans or Pets, and neither represents nor warrants that any drainage area is safe for any such use.

7.2 Easements. As provided on the Plat, there are easements located on various Lots for storm water utilities, overland storm water flow, underground utilities, and other items. These easements allow access by the Municipality, Association, ACC or other entity to maintain, repair and access the Lots as may be required from time to time.

7.3 Trail System. As provided by the Trail System Easement Agreement, Declarant has granted in favor of the Municipality and the public the use of and ingress, egress and access over the Trail System. The Trail System is a public trail and as such the Declarant and Association have no responsibility for policing the trail or the activities of persons using the Trail System. With the exception of maintenance, reconstruction or repair, the operation of automobiles, motorcycles or construction equipment shall be prohibited within the Trail System area. The Association shall be responsible for the repair, maintenance, and replacement of the Trail System pursuant to the Trail System Easement Agreement and separate maintenance plan agreed to by the Declarant and the Municipality. If the Declarant or Association fail to maintain the Trail System as provided in the Trail System Easement Agreement and maintenance plan, the Municipality, in its sole discretion, may repair, maintain and reconstruct the Trail System and charge all costs associated with such actions as a special charge directly to the Lot Owners.

7.4 Parade of Homes. Declarant discloses that Declarant may arrange for the Subdivision to be included in the Metropolitan Builders Association (the "***MBA***") Parade of Homes or similarly titled event in which members of the public are invited to inspect a number of Lots improved with homes constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slowdowns and large crowds, and shall continue for a period of several weeks. A Lot Owner is deemed to acknowledge the possibility of said event and is deemed to have waived any objection to the issuance of any Municipal permits required for such event. Declarant is not, however, required to include the Subdivision in any such event, and may base its decision on the Declarant's individual needs, if any. While the Parade of Homes is in progress, all construction activities must stop by 2:00 p.m. on weekdays and 10:00 a.m. on weekends and Labor Day. All debris must be properly disposed of and the streets in front of the Lots must be swept clean of mud and stones. Homes which are not included for inspection as a part of the Parade of Homes must be vacated by the Owners during the hours that the Parade of Homes is open to the public. Unbuilt Lots may be used for Parade of Homes parking as determined by Declarant. No home or Lot shall display any Signs indicating the builders, subcontractors, or any property for sale during the duration of the Parade of Homes, except those Signs allowed in accordance with the MBA's rules and regulations. If a Lot Owner fails to participate in the Parade of Homes after agreeing to do so, the Lot Owner shall reimburse the Declarant for any discounts, including but not limited to, Lot price reductions, mailboxes, lanterns, and other fees paid by the Declarant for the Parade of Homes Lot Owner or builder, that the Lot Owner received by being a participant to the Parade of Homes.

7.5 Amenity Area. The Declarant or, after the period of Declarant control has ended, the Association, may, in its sole discretion, construct various recreational amenities (which may include, without limitation, a swimming pool, playground, sport court, ice skating rink, fire pit area, community gardens, and parking for same) in certain Common Areas determined by Declarant or the Association, as applicable. Each Owner shall have the right to use the Amenity Area as with any other Common Area, subject to the Rules. Nothing herein is a representation or warranty that any particular amenity will ever be installed or constructed, or as to the quality of any amenity which is installed or constructed. In addition to the Amenity Area, the Declarant or Association (under the conditions above) may install amenities and Common Improvements in any other Common Area.

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7.5.1 Rules and Regulations. The Association shall, through its Board of Directors, establish all rules and regulations regarding the use of the Amenity Area, including without limitation rules related to hours of use and permitted and prohibited activities and conduct.

7.5.2 Maintenance, Repair, and Replacement. Subject to other applicable provisions of this Declaration, the Association shall maintain, repair, and replace the Amenity Area to the extent determined necessary or advisable by the Association and as required by law.

7.5.3 Insurance. The Association shall insure the Amenity Area against direct loss or damage occasioned by fire, extended coverage perils and other hazards in amounts and with insurers reasonably chosen by the Association. Such insurance shall be issued in an amount without co-insurance at least equal to the full value any Building(s) and other improvements erected thereon. The Association shall also maintain general public liability insurance and such other insurance with coverages, in amounts and with insurers that the Association reasonably requires from time to time.

7.5.4 Annual Budget. The Association shall include in its annual budget an estimate of the total amount necessary to pay the costs for the following calendar year of operating, maintaining, repairing, and replacing the Amenity Area. Expenses shall include without limitation all costs of employees, payroll taxes, materials, parking costs, insurance, services, management fees, supplies, maintenance, repair, landscaping, fuel, and power, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

7.5.5 Reserves. The Association, by its Board, shall establish, fund, and maintain a reasonable reserve for contingencies and replacements for the Amenity Area. The Association shall first charge against such reserve all extraordinary expenditures for the Amenity Area not originally included in the annual estimate which may become necessary during the year. If the annual budget proves inadequate for any reason (other than as a result of the failure by one or more lot owners in the Association to pay their assessments), the Board may, at any time, levy a further assessment, which shall be assessed in the same proportion as other general assessments.

ARTICLE 8. INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas 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 coverage as the Board deems necessary or advisable, such as fidelity insurance for Association officers handling fund of the Association.

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 general assessment.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot 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 policies 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 from 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 Occupant 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, or (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 Association 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 home 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 Occupant, its guests, invitee, employees, or tenants, arising out of any occurrences within 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 coverage as are excluded from Association Insurance.

ARTICLE 9. AMENDMENT OF DECLARATION

9.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least sixty-seven percent (67%) of the total votes of the Association then entitled to vote. Regardless of the manner of adoption, no amendment shall

adversely affect a special right or easement reserved to Declarant under this Declaration, the Village of Jackson, or the rights of Mortgagees under Article 10, without the express written consent of Declarant, Village or Mortgagee, as applicable. Notwithstanding the foregoing, Declarant reserves the right to unilaterally amend the Declaration until one (1) year after one hundred percent (100%) of the then existing Lots (inclusive of any Lots added to the Expansion Area by Declarant in its discretion or vacant land in the Expansion Area that is not developed) have been sold to an Owner intending to reside thereon and occupancy permits have been granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of the Association or Owners for purposes of easements and/or other items necessary for the orderly operation and maintenance of the Subdivision and/or Association.

9.2 Procedures. Except with respect to an amendment by Declarant, amendments to this Declaration shall be prepared and executed by the president of the Association, and municipality as may be required, and shall become effective when recorded in the office of the Register of Deeds. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded, except for failure to obtain the approval of the Municipality as required by this Section.

ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage encumbering a Lot that submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the Lot 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 Lot on which it holds a Mortgage or any breach of the provisions of any of the 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.

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 not be liable for such Lot's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such Lot (except to the extent unpaid assessments are included in subsequent budgets generally), but shall ensure that any such prior delinquent assessments are paid upon transfer of the Lot to a third party.

ARTICLE 11. RIGHTS OF DECLARANT

11.1 Reserved Rights. Prior to the sale of all Lots by Declarant and occupancy permits granted for all Lots, Declarant:

(a) Subject to approval by the Municipality, may use the Common Areas or Amenity Area, and any unsold Lots in any manner as may facilitate the sale of

Lots including, but not limited to, maintaining a sales and/or rental offices, model homes and signs and/or showing the 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 model homes. In delegating such rights to other persons, Declarant's delegates shall not have the right, without Declarant's express written consent, to locate a general sales office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed forty-eight (48) months from the date of issuance of the certificate of occupancy therefor; provided, however, that once a model home is used as a home for an Occupant, it may not thereafter be used as a "model home". Notwithstanding the foregoing, any such use must be in compliance with all Municipal ordinances and regulations and may require a use permit granted by the Municipality.

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the ten (10) feet area adjacent to each Lot line), which rights shall expire one (1) year after conveyance of a Lot by Declarant, and the Common Areas as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage, grading, or public purposes including, but not limited to, cable television or master antenna service, if any, 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 or no reason, in which case it shall not be deemed approved or effective.

For purposes of this Section, a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a "sale" for purposes of this Section 11.1.

11.2 Addition to or Subtraction from the Subdivision. Declarant reserves the right, at any time during the term of this Declaration and in its sole discretion, from time to time to subject portions of the Expansion Area to this Declaration in accordance with this Section. Each time Declarant subjects a portion of the Expansion Area to this Declaration it is known as an "***Expansion***".

11.2.1 Procedure for Expansion. Declarant shall add portions of the Expansion Area by recording with the Register of Deeds one or more amendments to this Declaration setting forth the legal description of the Expansion Area so affected, subject to the amendment procedures of Section 9.1. An amendment creating an Expansion need be executed only by the Declarant and does not require consent from or notice to any other person.

11.2.2 Contents of Expansion Amendment. An Expansion amendment will (a) state the legal description of the land being subjected to this Declaration; (b) set forth such other limitations on such future Lots as Declarant may desire not inconsistent with this Declaration; and (c) set forth such other information as is reasonable to facilitate the Expansion and the integration

of the area into the Association. All other provisions of the Declaration shall apply to the Lots or Outlots included in any Expansion.

11.2.3 Procedure for Subtraction of Land. For so long as the Declarant is in control of the Association, the Declarant may also, in its sole discretion, by recorded document, remove the Expansion Land or any Lots not yet sold, from the effect of this Declaration and thereby reduce the extent of the Subdivision, without the consent of the Lot Owners within the Subdivision, subject to the amendment procedures of Section 9.1.

11.2.4 Modification of Budget and Assessments. Upon each such Expansion or subtraction, the Association will amend the annual Budget and annual assessments as appropriate to account for the effects of any Expansion or subtraction. Any assessments prior to the addition or subtraction of the area affected by the Expansion or subtraction will be pro-rated and adjusted by the Association accordingly. Each Owner in the Expansion Area shall have the same rights and obligations as if such Owner was an Owner under the initial Declaration. All Owners acknowledge that the proportionate share of expenses and the corresponding assessments will be revised to reflect the presence of additional Lots. Each Owner also acknowledges that assessments could increase or decrease based on the facts and circumstances in effect at the time of such addition or subtraction.

11.2.5 Other Lands. Declarant also reserves the right, at any time, and from time to time, during the term of this Declaration and in its sole discretion, to subject additional real estate outside the Subdivision to this Declaration by recording a document imposing on such real estate the provisions of this Declaration (as amended from time to time), subject to the amendment procedures of Section 9.1. The additional real estate shall be located in the Municipality and shall be adjacent to the Subdivision (ignoring streets, railroads and navigable waters which may separate the additional real estate from the Subdivision). The additional real estate will be subject to the provisions of this Article 11 as though it were a part of the original Expansion Area.

11.2.6 Effective Date of Expansion. The Subdivision shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded with the Register's Office.

11.2.7 Effect of Expansion or Reduction on Outlots. To the extent that Owners have a tenancy in common interest in Outlots prior to an Expansion, the interests of such Owners will be deemed adjusted, upon the recording of an Expansion or reduction amendment and without more, to equally allocate ownership among all Owners, both pre-existing and new. The interest of any Mortgagee in Outlots by virtue of this tenancy in common interest, shall attach, by operation of law, to the new percentage interests in the Outlots appurtenant to the Lot on which it has its lien. Tenancy in common ownership rights in Outlots are extinguished for Lots removed from the Declaration pursuant to Section 11.2.3.

11.2.8 Reserved Easements. Declarant reserves easements over the Common Areas for the benefit of all portions of the Subdivision not yet included in this Declaration, for the purposes of vehicular and pedestrian access; installation, repair, maintenance and replacement of utilities to serve the Expansion Areas; marshaling of construction materials and personnel for improvements made to the Expansion Area; and the use of Common Improvements and Common Areas for recreational purposes consistent with those uses granted to Owners.

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ARTICLE 12. REMEDIES

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 the Owner's expense of Buildings constructed without ACC approval), subject to any other remedy provided by the Bylaws or at law, 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 commence litigation, arbitration or other proceeding or other action as the Association deems necessary or appropriate, in its sole discretion. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to 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 4 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.

ARTICLE 13. EASEMENTS

13.1 Right of Entry. A right of entry to each Lot or Common Area is reserved to the Association to service utility installations located on, in or under such Lot or Common Area 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 or Common Area may be made immediately, whether the Owner or Occupant of such Lot or Common Area 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 deems reasonable for the benefit of the Owners.

ARTICLE 14. TERMINATION

14.1 Termination. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renewed for successive periods of ten (10) years each, unless terminated at the end of the original or any extended term by: (i) Declarant (if during the period of Declarant control of the Association), or (ii) the written consent of the owners of not less than ninety percent (90%) of the aggregate then existing Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to

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such effect in the office of the Register of Deeds. If the Owners decide to terminate the Association, a maintenance and operation plan for the Common Areas and Storm Water Facilities, if any, shall be presented and approved by the Municipality prior to such termination. Nothing provided in this Section, by itself, terminates or shall be interpreted to authorize termination of any drainage easements, pond maintenance requirements, or other restriction herein that affects an interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Municipality, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by record document.

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 hereof.

15.4 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.

15.5 Remedies. All remedies herein are cumulative.

15.6 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.

15.7 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.

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15.9 Conflict. In the event any covenant or provision of this Declaration is in conflict with any ordinance, code or law of the Municipality or other governmental authority having jurisdiction, the governing authority shall control and supersede that provision of the Declaration. All remaining covenants and provisions of this Declaration shall remain in full force and effect

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, this Declaration has been duly executed as of the date first above written.

DECLARANT:

MAPLE FIELDS, LLC,
a Wisconsin limited liability company

By: Neumann Developments, Inc., sole Member

By: _____

_____
Steve DeCleene, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this ____day of _____, 20__, the above named Steve DeCleene, President of Neumann Developments, Inc. sole member of Maple Fields, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

[SEAL]

Name:_____
Notary Public, State of Wisconsin
My commission:_____

This instrument was drafted by:

Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

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EXHIBIT A

Legal Description

EXHIBIT B

Final Plat for Maple Fields

VILLAGE OF JACKSON

Taking the lead in Washington County.

MEMO

TO: Mike Schwab, Village President; Board of Trustees

FROM: Jen Keller, Village Administrator

RE: Maple Fields Subdivision

DATE: November 23, 2021

Staff have worked with the Village Planner and Engineer to prepare a partially Draft Developer's Agreement included in the packet for discussion at the 12.2 Plan Commission meeting so that Staff can seek input. Additionally, Staff have included some recommended terms that we will work to communicate with the Developer, Neumann Development and incorporate into the Draft Developer's Agreement as advised before a formal review and approval:

1. Maintenance of the interior of the boulevard island and the bulb islands by HOA.
2. The surface of the walking trail needs to be specified. It appears to be hard surfaced.
3. Determining if Developer will install all stormwater management facilities as part of Phase 1.
4. Verifying the Developer will install the walking trail as part of Phase 1.
5. Requirement for HOA to install any requested signage and/or pavement markings for the two pedestrian crosswalks on East Gate Drive. Village shall not require, but any request from homeowners shall be directed to HOA.
6. The developer shall be responsible for removing the excess pavement on the existing cul-de-sac and restoring the edges on East Gate Drive. That should be part of the developer agreement to avoid any confusion.
7. Because of the proposed phasing, there shall be a temporary turnaround at the end of the stub road for East Gate Drive.
8. Sidewalks are not proposed along lots 70 to 95 in Phase 2. And should be identified as required or optional. Alternatively, sidewalks on one side would be recommended to provide a continuous connection to the walking paths. Staff recognize there are ditch line paths to the west in the Twin Creeks subdivision and transitioning the road width and paths is the understood intent.
9. The street width for East Gate Drive in Phase 2 is 24 feet but then widens to 35 feet in Phase 1. 35' is the standard, and 24' has been acceptable when off-road sidewalks are provided. Should there be a preference by Village and Developer for on-street paths, the road will need to be widened to 30'.

N168 W20733
Main Street
Jackson, WI 53037
Phone: 262-677-9001
Fax: 262-677-1710

Mailing Address:
P.O. Box 637

www.villageofjackson.com

10. The developer should provide documentation and engineering on the suitability of the property for basements via a note on grading plan.
11. The final plat should have a note regarding first floor elevations being established as part of the master grading plan as approved by the Village.
12. Land management plan may be required to address vegetation management and maintenance of trails. At present, the Village allows planted/seeded vegetation in common areas. Undeveloped lots will also need to be addressed by requiring they be maintained while unimproved.

MAPLE FIELDS
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into as of the latest date set forth below by and between Neumann Developments, Inc. ("Developer"), and its successors and assigns, and the Village of Jackson, Washington County, Wisconsin ("Village").

Recitals

A. Developer owns or intends to own the property shown on the Preliminary Plat attached hereto as Exhibit A (the "Property"). The Property is located within the Village

B. Developer intends to develop the Property as a 100-lot residential subdivision with 3 outlots. The Property will be developed with municipal sewer and water provided by the Village (the "Development').

C. The Village seeks to protect the health, safety, and general welfare of the community in approving the Development by requiring Developer to comply with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations and benefits provided hereunder, Developer and the Village agree as follows:

1. **Scope of Agreement**. The Development is proposed to be developed in two phases as shown on Exhibit A. This Agreement is intended to govern both phases.

2. **Construction of Improvements**.

   a. Incorporation of Plans. Construction of the Development will occur in compliance and conformity with the following plans, which have been approved by the Village and are attached hereto as Exhibit B. [Attach plans – Road plans, development plans, grading plans, landscape plans, erosion control plans, utility plans, drainage plans, stormwater management plans, etc.]

   b. Contractors Engaged by Developer. Developer agrees to engage fully-qualified and experienced contractors for all construction included in this Agreement. The contractors shall perform their work to the standards of the Village and shall comply with the requirements of the Village's ordinances and standards in performing their work. Developer shall furnish the Village with the names of all contractors and their subcontractors, with classification of the work they will perform prior to beginning any work.

c. Village Approval and Starting Dates. No land disturbance or work may begin without the Village's approval of the starting date and schedule, which shall be submitted by Developer to the Village a minimum of seven calendar days before work or land disturbance is scheduled to begin. A starting date will not be approved until final plans and specifications for the land disturbance and work have been approved by the Village.

d. Responsibility for Costs. Developer agrees that the Village shall not be responsible for any costs or charges related to the Development except any specifically enumerated and agreed to in writing by the Village and the Developer.

e. Acceptance of Work.

   i. The Village may have an inspector on site during the construction of the improvements. If acceptable, the Village will certify the improvements as being in compliance with the standards and specifications of the Village. Before obtaining final acceptance of any improvement, the Developer shall present to the Village valid lien waivers from all persons providing materials or performing work on the improvements.

   ii. No improvements will be accepted by the Village until they have been inspected and approved by the Village and, further, not until all outstanding Village incurred costs, including engineering, inspection, and legal charges indicated herein, have been paid in full and affidavits and lien waivers are received by the Village indicating that Developer's contractors and their suppliers have been paid in full for all work and materials furnished under this Agreement.

f. Letter of Credit. Developer agrees to provide the Village, on or before the effective date of this Agreement, with security in the form of an irrevocable letter of credit or cash deposit, as deemed acceptable by the Village and its legal counsel, in the minimum amount of $_____ to secure completion of the improvements within the Development. In addition, such security shall remain in full force and effect until acceptance of the improvements by the Village. The security on any letter of credit shall be payable to the Village at any time upon presentation of (i) a sight draft drawn on the issuing bank in the amount to which the Village is entitled to draw pursuant to the terms of this Agreement, (ii) an affidavit executed by the Village President stating that Developer is in default under this Agreement; and (iii) the original of the letter of credit.

g. Guaranty. Developer agrees to guarantee and warrant all work on the road improvements or other public infrastructure performed under this Agreement against defects in workmanship or material for a period of twelve months from

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the date of acceptance by the Village. If any defect should appear during the guaranty period, Developer agrees to make required replacement or acceptable repairs of the defective work at Developer's expense. This expense includes total and complete restoration of any disturbed surface or components of the improvements to the standards provided in the plans and specifications. All guarantees or warranties for materials or workmanship from contractors or subcontractors to Developer which extend the twelve-month guaranty period shall be assigned by Developer to the Village.

h. Street Signs and other Facilities. Developer shall cause electrical power and telephone facilities to be installed at the Development in such a manner as to make adequate service available to each lot within the Development. No electrical or telephone service may be located on overhead poles unless specifically authorized by the Village due to exceptional topography or other physical barrier. Plans indicating the proposed location of all electrical power and telephone distribution and transmission lines required to service the Development shall be approved by the Village. Developer shall also install at the intersection of all streets proposed to be dedicated a street sign of a design as approved by the Village.

i. Maintenance of Improvements. Developer shall provide for the maintenance and repair of all improvements described in Exhibit B until such time that the improvements, as applicable, are dedicated to the Village (and then, subject to the warranties contained herein).

j. Time for Completion. Completion of the improvements described in Exhibit B shall occur in accordance with the project schedule attached as Exhibit C. Time is of the essence regarding all dates set forth in the project schedule.

k. Indemnification and Insurance. Developer will indemnify, defend, and hold the Village harmless from and against all claims, costs, and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work described in this Agreement except to the extent caused by the willful or negligent acts or omissions of the Village or its officers, employees, agents, or contractors. Developer is not an agent or employee of the Village. Developer shall require its contractors engaged in the construction of the Development to maintain a current Certificate of Insurance on file with the Village in amounts approved by the Village and naming the Village as additional insured. Developer shall also require that its contractors and their subcontractors indemnify, defend, and hold the Village harmless in the manner set forth in this Agreement.

Developer shall indemnify, defend, and hold the Village and its officers, employees, and agents harmless from any claims, judgments, damages, penalties,

fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the Village by, under, pursuant to, or in connection with the Plat or this agreement (including, but not limited to, street right of way and park land) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all improvements. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air, or any other receptor.

l. Specifications for Improvements. Developer shall abide by all applicable Village ordinances and conditions in effect at the time of approval and in place for the Development by the Village Board, Plan Commission, or the Village's engineers when fulfilling its obligations under this Agreement. Developer shall also fully comply in a timely fashion with all Village ordinances, including zoning, subdivision, and utility-related ordinances.

m. General Standards. Where standards and/or specifications have not been established by the Village, all work shall be done in accordance with generally established engineering practices, as designated an approved by the Village.

n. Inspections. The Village may inspect the improvements constructed pursuant to this Agreement at intermittent times as they are constructed and completed and, if acceptable to the Village, certify them as being in compliance with the standards and specifications of the Village. If inspection reveals that any improvements do not conform to Village standards or are otherwise defective, the Village will provide timely notice to Developer. Developer shall have 30 days from issuance of such notice to correct or substantially correct the defect. The Village shall not declare a default under this Agreement during the 30-day correction period on account of any such defect unless it is clear that Developer does not intend to correct the defect or unless the Village determines that immediate action is required in order to remedy a situation that poses an immediate health or safety threat.

o. Improvements are Private Unless Dedicated. All improvements constructed by Developer shall remain private at all times unless dedication of any improvement is accepted in writing by the Village Board.

3. **Street Repair**. Developer is liable to the Village for any damage to any Village street caused by construction of the Development. Developer hereby consents pursuant to

Wis. Stat. § 66.0703(7)(b) to the Village levying special assessments or special charges if the Village is required to repair or replace all or any portion of a Village street.

4. **Developer to Reimburse Village for Costs Sustained**. Developer shall reimburse the Village for its actual cost of design reviews, inspections, testing, and associated engineering, legal, and other fees relating to the review, approval, and construction of the improvements described in this Agreement. Developer shall also be responsible for paying all fees applicable to the Development in accordance with the Village's ordinances, resolutions, and fee schedules.

5. **Waiver of Special Assessment Notice/Hearing**. In accordance with Wis. Stat. § 66.0703(7)(b), Developer and all relevant property owners waive all special assessment notices and hearings pursuant to the provisions of Wis. Stat. § 66.0703.

6. **Subdivision Covenants**. A copy of the covenants for the Development are attached hereto as Exhibit D. These covenants may not be amended without the prior written approval of the Village Board.

7. **Supplemental General Conditions**.

    a. No Vested Rights Granted. Except as provided by law, or as expressly provided by this Agreement, no other vested rights in connection with the Development shall inure to the Developer. In addition, the Village does not warrant by this Agreement that the Developer is entitled to approvals of any other nature other than as specified in this Agreement.

    b. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Village and Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Village's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement. No Village approval pursuant to this Agreement eliminates the need for other local, state, or federal authorizations relevant to the Development.

    c. Amendment. This Agreement may be amended or modified only by written agreement, signed by both parties.

    d. Default. The Village reserves to itself all remedies available at law or equity as necessary to cure any default by Developer. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.

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e. Entire Agreement. This Agreement, and any written amendments and referenced attachments, hereto, shall constitute the entire agreement between the Village and Developer pertaining to the Development.

f. Binding Effect. This Agreement is binding upon the parties hereto, as well as their respective heirs, successors and assigns.

g. Enforcement Attorneys' Fees. If the Village is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, and if the Village substantially prevails on any claim in the litigation, arbitration, or mediation, the Developer shall pay all Village costs, including reasonable attorneys' fees and expert witness fees.

h. No Assignment. The benefits of this Agreement to the Developer are personal and shall not be assigned without the express, prior written approval of the Village. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the above, the burdens of this Agreement are personal obligations of the Developer and shall also be binding on the heirs, successors and assigns of the Developer.

i. Insurance. The Developer shall provide the Village with a certificate of insurance and active insurance naming the Village as an additional insured for the issuance of permits, ongoing operations, and completed operations with minimum commercial general liability coverage of $2,000,000 per occurrence and $5,000,000 general aggregate together with workers' compensation and employers' liability in the amount of $500,000 for each accident. Such insurance must be maintained for a period of not less than twelve months after the acceptance of the project and completion of all work described in this agreement. Insurance must be provided by an insurance company authorized to do business in the State of Wisconsin and must have an AM Best rating at the time of inception of the policy of A- or better. Developer must also require their contractors and subcontractors to provide insurance no less than above, including additional insured provisions protecting the Village for ongoing and completed operations.

j. Sovereign Immunity. Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under Wisconsin law.

k. Disclaimer of Personal Liability of Public Officials. Under no circumstances shall any Village official, officer, employee or agent (together "Village") have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability. Furthermore, the Village shall have no obligation or liability for any obligations or responsibility to any lending institution, contractor or subcontractor or any other party retained by the Developer in the

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performance of its obligations and responsibilities under the terms and conditions of this Agreement. The Developer specifically agrees that no representation, statements, assurances or guarantees will be made by the Developer to any third party or by any third party that is contrary to this provision.

l. Developer Representations and Warranties. Developer represents and warrants to the Village (a) that it is a corporation duly organized and existing under the laws of the State of Wisconsin and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement, and the consummation of the transaction contemplated by this Agreement, have been taken in accordance with applicable law, and (b) that all documents required to be executed and delivered by the Developer have been duly and validly authorized, executed and delivered and will be enforceable against the Developer in accordance with their terms, except as limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights.

m. Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegal or unenforceable part, term or provision shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the part, term or provision was never included in this Agreement.

n. Recording. The parties agree that this Agreement shall be recorded with the Washington County Register of Deeds. The Developer shall reimburse the Village for the cost of recording this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Dated this _____ day of _____, 2022.

VILLAGE OF JACKSON

By: _____
Mike Schwab, Village President

Attest: _____
Jilline Dobratz, Village Clerk

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Dated this _____ day of _____, 2021.

NEUMANN DEVELOPMENTS, INC.

By: _____
Authorized Representative

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STAFF REVIEW COMMENTS
Plan Commission November Meeting – December 2, 2021

Agenda Item #3 – Conditional Use Permit – Holly & Maxwell Krajnik – Three Dogs – W207N17349 Parkview Drive

Building Inspection
- Approval of the additional animal shall expire upon the animal passing away and shall not be extended indefinitely or to future animals.

Public Works/Engineering
- No additional comments.

Police Department
- No objection. No complaints on file for the Krajnik dogs.

Fire Department
- No Comments.

Administrative/Planning
- Staff recommend approval, with understanding there will be a public hearing to include neighbor input.

Agenda Item #4 – Preliminary Plat – Neumann Developments, Inc. – Maple Fields Subdivision – 3245 Maple Road

Building Inspection
- Proposed R-1, R-3, and R-5 Zoning are established designations already within Village Code.
- Proposed monument sign will require separate Village review and approvals.
- Earthen birm construction and proposed vegetation is subject to Village board approval. There is no standard established in Village Ordinance.
- Due to the amount of fill proposed, engineering will be required to ensure suitability for structure support.
- Elevations should be established as part of the master grading plan.

Public Works/Engineering
- A detail shall be provided ensuring the 70 feet building setback line works for lots 2, 3, 9, 10, 11, 12, 22, 23, 48, 49, and 57.
- During the Development Agreement approval, additional details are needed for the proposed berms along Maple Road. The details shall include but not limited to height and proposed landscaping.
- The Sherman Parc Plat has a road name of "East Gate Drive" which will be renamed to "East Gate Court" with this plat approval. The Village along with the Developer will pursue the proper procedure on removing the existing road name.
- The "Wetland Restrictions" notes reference Waukesha County. The County shall be "Washington".
- The Utility Plans are missing the profile drawings. Once received the review will begin.

STAFF REVIEW COMMENTS
Plan Commission November Meeting – December 2, 2021

Police Department

- No Comments.

Fire Department

- No Comments.

Administrative/Planning

- The Preliminary plat includes plans for Phase 1 and Phase 2 of the Maple Fields Subdivision. The Developer intends to bring forward a Final Plat in two (2) phases, and as such, Developers Agreements will be presented in two (2) phases. Should the Plan Commission want to comment on the template Developers Agreement or discuss the semi-completed covenants, those are on the agenda to discuss.
- Staff recommend to the Village Board the approval of the preliminary plat for Maple Fields Subdivision subject to the following terms and conditions:

General Conditions (1-4)

1. **Staff and Governmental Approval**. Prior to the Village signing the final plat/CSM, the commencement of any construction of any improvement, whether public or private, or any site development, the developer shall satisfy all comments, conditions and concerns of the Village engineer, the Village planner and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Administration per ch. 236, Wisconsin Statutes and ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per ch. 236, Wisconsin Statutes; and Washington County.
2. **Professional Fees.** Petitioner shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. **Payment of Charges**. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of the conditional approval.
4. **Surveyor's responsibility.** Although the Village of Jackson has reviewed the subdivision plat/certified survey map, the surveyor is entirely responsible for the thoroughness and accuracy of the survey and related matters and compliance with all state and local codes, ordinances, and procedures. Modifications to the survey may be required should errors or changed conditions be found at a future date.

STAFF REVIEW COMMENTS

Plan Commission November Meeting – December 2, 2021

Specific Conditions (1-12)

1. The subdivider must obtain the approval of the Village engineer.
2. The subdivider must submit plans and specifications to the Village Plan Commission for the berm and landscaping along Maple Road and obtain approval of the same within the Developer's Agreement.
3. The Date and name of delineator should be added to the plat with corresponding notes.
4. The "Vision Corner Easement" notes shall follow Section 46-54 Clear vision triangle in the Village Code. The sentence starting with "Trees in the vision corner…" shall be removed from the Preliminary Plat.
5. The Village will confirm the proposed street names are acceptable with Final Plat review and approval.
6. The subdivider must obtain all necessary approvals as specified in s. 236.34(1), Wis. Stats.
7. The subdivider must prepare and submit deed restrictions to the Village and obtain approval of the same within the Developer's Agreement.
8. Prior to any (1) land-altering activity of (2) the execution of the final plat, the subdivider must enter into a Development Agreement with the Village, upon such terms as determined by the Village Board, and obtain approval of the same. In addition to general provisions in a developer agreement, the agreement must address the following special circumstances:
    a. Phasing of the development.
    b. A description of those improvements that are needed to the Village's water and sewer infrastructure, if any, that may be needed to provide service to the subdivision and any cost recovery mechanisms needed to fund such required work.
    c. At the time of approval of the preliminary plat, the subject property consists of two adjoining parcels. A provision must be added to ensure both parcels remain under the control of the subdivider.
    d. Prior to any land-altering activity, the subdivider shall submit all required plans (e.g., construction plans, stormwater management, and erosion control) to the Village Engineer and obtain approval of the same.
    e. Prior to any land-altering activity, the subdivider shall submit a stormwater management agreement to the Village and obtain approval of the same. Any necessary access easements shall be described with a legal description.
    f. The subdivider must submit a land management plan for Outlots 1 and 2 to the Plan Commission and obtain approval of the same. Such plan must describe vegetation management objectives and permissible uses of such lands within the Developer's Agreement.
    g. Any maintenance of cul-de-sac or boulevard areas shall be included as a developer's responsibility in the Developer's Agreement.
    h. Any other conditions determined by the Village Planner, Engineer, or Attorney.
9. Notwithstanding any approval of the Final Plat, the parties agree that any roads designated for dedication on the plat are not accepted by the Village until specifically accepted in the manner set forth in the Development Agreement.

10. A Notice of Intent permit is required by NR 216.42, Wis. Stats. for construction sites of one acre or more of land disturbance. The subdivider must provide a copy of the same to the Village Engineer as soon as that has been issued.
11. The final plat will not be recorded if any portion or part of the subject property has any unpaid taxes or outstanding special assessments per s. 236.21(3), Wis. Stats.
12. The final plat must show all required features listed in the Village's land division regulations and comply with all required standards and procedures. In particular the final plat needs to address the following items:
    a. Any maintenance of cul-de-sac or boulevard areas
    b. The area of land being dedicated to the public for street purposes must be stated on the face of the plat per s. 236.20(2)(i), Wis. Stats.
    c. Include the following note(s) on the face of the final plat substantially as follows:
        i. The titleholders of Lots 1 through 100 own a 1/100th undivided and nontransferable interest in Outlots 1 and 2. The use and maintenance of the outlots is governed by a land management plan approved by the Village of Jackson as contained within the Developer's Agreement.
        ii. The titleholders of Lots 1 through 100 are responsible for the maintenance of the stormwater facilities in the subdivision consistent with the stormwater management plan contained in the Developer's Agreement recorded for this subdivision in the Washington County register of deeds office.
        iii. Stormwater management practices are located in one or more of the outlots in the subdivision. There are one or more separate documents recorded on the property title through the Washington County register of deeds entitled "stormwater management practice maintenance agreement" ("maintenance agreement") that apply to outlots. The maintenance agreement subjects this subdivision plat, and all lot owners therein, to covenants, conditions, and restrictions necessary to ensure the long-term maintenance of the storm water management practice. The agreement also outlines a process by which the Village of Jackson may levy and collect special assessments or charges for any services the community might provide relating to enforcement of the maintenance agreement.
        iv. Vision corner easements are granted to the Village of Jackson to ensure sight lines are maintained at street intersections. The owner of any lot with such an easement must comply with Section 46-54 of the municipal code.
    d. Show any existing easements and include the document number of the instrument of origin.
    e. If the property is currently mortgaged, a consent of mortgage certificate with a notary is required because land is being dedicated to the public for street purposes.