AGENDA "SPECIAL MEETING" VILLAGE OF PLEASANT PRAIRIE PLEASANT PRAIRIE VILLAGE BOARD PLEASANT PRAIRIE WATER UTILITY PLEASANT PRAIRIE SEWER UTILITY Village Hall Auditorium 9915 – 39th Avenue Pleasant Prairie, WI March 11, 2019 5:30 p.m.

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public on items not on the agenda; however, no discussion is allowed and no action will be taken under citizen comments.)
- 5. New Business
 - A. Receive Plan Commission recommendation and consider approval of Ordinance #19-06 for a proposed 6-3 unit and 14-2 unit condominiums buildings to be known as Green Bay trail Condominiums located at the southeast corner of Old Green Bay Road and 104th Street (STH165).
- 6. Village Board Comments
- 7. Adjournment

Consider approval of a **Preliminary Condominium Plat (Res. #19-06)** for the request of Nancy Washburn, agent on behalf of Harpe Development LLC, owner of the properties at the southeast corner of Old Green Bay Road and 104th Street (STH 165) for the proposed 6-3 unit and 14-2 unit condominium buildings to be known as Green Bay Trail Condominiums.

Recommendation: On February 25, 2019, the Plan Commission held a public hearing and recommended that the Village Board conditionally approve the **Preliminary Condominium Plat (Res. #19-06)** as presented at in the March 11, 2019 Village Staff Report and .

VILLAGE STAFF REPORT OF MARCH 11, 2019

Consider approval of a **Preliminary Condominium Plat (Res. #19-06)** for the request of Nancy Washburn, agent on behalf of Harpe Development LLC, owner of the properties at the southeast corner of Old Green Bay Road and 104th Street (STH 165) for the proposed 6-3 unit and 14-2 unit condominium buildings to be known as Green Bay Trail Condominiums.

The petitioner is requesting approval of a Preliminary Condominium Plat for the development of 6-3 unit and 14-2 unit condominium buildings to be known as Green Bay Trail Condominiums.

Background: On June 18, 2007, the Village Board approved the Final Condominium Plat, Development Agreement and related Exhibits for the Vintage Parc Condominium development which included 3-6 unit and 12-4-unit condominium buildings (66 units) at the southeast corner of Old Green Bay Road and 104th Street (STH 165). Infrastructure construction began and some public improvements were installed including the mass grading and installation of the retention basin, underground utilities (sanitary sewer, water, storm sewer, electrical distribution system and street lights), and binder course of the roadway including curb and gutter. However, due to the downturn in the economy all of the required public roadway improvements were not completed and no condominium buildings were built. Therefore, the existing Development Agreement remains in effect.

On November 19, 2018 the Village Board approved an Assignment of the existing 2007 Development Agreement to Harpe Development LLC, the new developer. Harpe Development, LLC has agreed to assume all obligations under the Development Agreement, including being financially responsible for the completion of the Required Public/Private Improvements in the Development. Harpe Development, LLC has provided the Village with the required financial security (Letter of Credit), based on a 2018 Village Engineer's cost estimate identifying the currently known outstanding construction-related costs for the Development. Additional financial security will be required to be provided to the Village as a Replacement Letter of Credit or Supplemental Letter of Credit based upon the new final engineering plans and construction costs for the new project. It is intended that a new Development Agreement will be entered into with Harpe based on the revised development plans and costs.

On January 21, 2019 the Village Board approved a **Comprehensive Plan Amendment (Ord. #19-01)** to amend a portion of the Lakewood Neighborhood Plan for the proposed re-development of the site pursuant to the **Conceptual Plan** that was also conditionally approved for the proposed 6-3 unit condominium buildings and 14-2 unit condominium buildings development to be known as Green Bay Trail Condominiums.

Green Bay Trail Condominium Plat: The existing Vintage Parc Final Plat is proposed to be vacated along with some easements and the property is proposed to be re-developed with 6-3 unit and 14-2 unit condominium buildings (46 units) to be known as Green Bay Trail Condominiums. The development proposes to utilize as much of the existing infrastructure that was installed as possible; however, the storm water retention pond is being reshaped, a street light is being relocated and some electrical utilities are being moved to allow for the new development layout.

The 2 unit buildings will be ranch-style condominiums with a 2-car attached garage and a full basement. Each building will have a 2 bedroom with a 2 bath unit that is 1,626 square feet and a 3 bedroom with a 2 bath unit that is 1,691 square feet.

The 3 unit buildings will be two stories. Two of the units will be ranch style with a 3-car attached garage, full basements with 2 bedrooms and 2 baths. One unit will be 1,617

square feet and the other will be 1,629 square feet. The upper unit will have 2,276 square feet of living space on the 2^{nd} floor with an entry foyer with extra storage space on the 1^{st} floor that is 244 square feet. This upper unit will have a 2 car attached garage (extra deep), 3 bedrooms, 2 bathrooms, an office, and a covered deck.

The units will have a variety of color options related to the siding (James Hardie), shake and stone materials. Material sample boards have been provided and reviewed by staff. The siding colors include: Aged Pewter, Cobblestone, Gray Slate, Night Gray, Iron Gray and Rosemary. The shake colors include: Harvest Wheat, Moonrock, Sandalwood, Rustic Cedar, Vintage Taupe, and Vanilla Bean. The stone materials include: Sienna Stack Ledge, Elkwood Weather Ledge, Steinhaus Stack Ledge, and Fallbrook Weather Ledge.

Comprehensive Plan Compliance and Density: The proposed development is consistent with the adopted Village's Comprehensive Land Use Plan and the Lakewood Neighborhood Plan.

Zoning: The property is currently zoned R-10 (PUD), Multi-family Residential District with the Planned Unit Development Overlay District. At the same time that the Final Condominium Plat is considered by the Plan Commission and the Village Board, a new PUD Ordinance will be created for this development (while the Vintage Parc PUD Ordinance will be repealed).

Developing this site with a PUD Overlay will allow for a modification of a few of the Village Zoning Ordinance requirements provided there is a defined benefit to the community. The PUD will allow for more than one (1) building per property and just slightly reduced street setbacks and other modifications as noted below:.

- 60 feet from STH 165 right-of-way (instead of the required 65 feet);
- 50 feet from Old Green Bay Road right of way (instead of the required 65 feet);
- 25 feet from 105th Street and 65th Avenue right-of-ways (instead of the required 40 feet) (provided that from the edge of the garage to the sidewalk there is a minimum of 20 feet to allow a car to be parked in the driveway without encroaching into the sidewalk);
- 20 feet from the back of curb to the private drive cul-de-sac for units 13-17 (instead of the required 40 feet);
- 80 feet separation spacing distance between the centerline of condo driveways and the centerline of the adjacent roadway intersections for buildings 9 and 12 (instead of the required 100 feet) and
- 20 feet separation distance between buildings as measured from the building, decks or porches will be required).

These reductions would be supported by staff in the PUD Ordinance provided that all units have individual entries with no common hallways, exterior materials are maintenance free and include elements of natural stone or brick materials (no jumbo brick) as shown in the elevations. Other community benefits include increased installing additional landscaping, required sidewalks, and future street trees and driveway extensions when the cul-de-sac islands are removed.

The Village staff will begin preparing a detailed PUD Ordinance for review by the Developer and the Village Plan Commission and Village Board after the Preliminary Plat is approved. The required public hearing to consider the PUD Ordinance will be held at the same time as the Village Plan Commission and Village Board considers the Final Condominium Plat and related documents.

Municipal Improvements: Municipal sanitary sewer and water laterals will be provided to service all of the condominium units. Sanitary sewer and water were installed by the previous developer; however, due to the reconfiguration of the buildings, sewer/water mains and sewer/water laterals will need to be extended/relocated.

The storm water retention basin facility and storm sewers for this development have already been constructed/installed. However, the retention basin and the storm sewers are proposed to be reconfigured slightly to accommodate the new buildings layout per the plans.

Sidewalks are now required in all developments and will be required on both sides of 105th Street, on both side of 65th Avenue, on the east side of Old Green Bay Road and on the south side of STH 165 within the street rights-of-way. All sidewalks with the exception of the sidewalk on STH 165 are required to be installed as part of this development. A cash deposit in the amount of \$28,525 shall be provided to the Village for the future sidewalk/pedestrian path on STH 165 which will be installed at the time that future improvements are completed in STH 165 (excluding the intersection improvements at STH 165 and Old Green Bay Road that will be installed later this year as part of the Main Street Market development to the northwest). The public roadways will be completed pursuant to the Village specifications as noted in Chapter 405 of the municipal code, with some slight adjustments since a portion of the improvements were previously installed.

The temporary cul-de-sacs at the end of 105th Street and 65th Avenue are intended to be removed when land to the east and south develops. These temporary cul-de-sac easements will be vacated and the future land developers to the east and south will remove the temporary cul-de-sac infrastructure and install the new roadway improvements including the extension of the sidewalks at the future land developer's expense. The Developer or Condominium Association will be responsible to connect the existing condominium building driveways for buildings 7, 8 and 9 to the new roadways and to install the required remaining public street trees.

Platting and Certified Survey Map: In addition to the required Preliminary and Final Condominium Plat, a Certified Survey Map (CSM) will be required to be approved to dedicate any new easements and to set forth additional restrictive covenants language. As part of the Final Condominium Plat and CSM approval, the developer shall execute the Development Agreement, provide all Exhibits and provide a replacement or supplemental Letter of Credit as financial security to the Village as a guarantee for the installation, inspection and warranty of the remaining public improvements. There is a Letter of Credit that was provided to the Village in December 2018 by Harpe Development in the amount of \$229,900.00. In addition, the existing easement and condo plat vacation documents for the existing Vintage Parc Condominium Plat shall be submitted for staff review, Village approved, executed prior to recording the new Plat, CSM, Memorandum of Development Agreement and other associated documents.

Transportation Improvement Fees for the future widening/reconstruction of the Old Green Bay Road and STH 165 intersection in the amount of \$187,453.11 have already been deposited with the Village by the prior Vintage Parc developer. These funds will be utilized for the intersection improvements that are anticipated to be under construction in the late spring/summer of 2019 as part of the Main Street Market development.

The condominium developer anticipates starting construction in later spring 2019 and projects that the constructions of the units will be completed within 2 to 3 years. Prior to issuance of permits, the storm water pond, other site grading and the public sewer and water extensions shall be completed, televised, inspected and accepted by the Village and as-built utility and grading plans submitted in accordance with the Development Agreement on file with the Village. The construction timing of the laterals, sidewalks, street light

relocation, road repairs and final lift of pavement etc. will be addressed in the Development Agreement after the staff reviews the sequencing of building construction.

<u>Plan Commission recommends conditional approval of the Preliminary</u> <u>Condominium Plat subject to the comments and conditions of the attached</u> <u>Resolution #19-06.</u>

DEV1901-013

VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES RESOLUTION #19-06

RESOLUTION TO APPROVE THE PRELIMINARY CONDOMINIUM PLAT FOR THE COTTAGES AT VILLAGE GREEN IN THE VILLAGE OF PLEASANT PRAIRIE

WHEREAS, Nancy Washburn, agent on behalf of Harpe Development LLC, owner of the is proposing to vacate the existing Vintage Parc Condominium Plat and re-develop the undeveloped properties located at the southeast corner of Old Green Bay Road and 104th Street (STH 165) to include 6-3 unit and 14-2 unit condominium buildings to be known as Green Bay Trail Condominiums; and

WHEREAS, on February 25, 2018 the Village of Pleasant Prairie Plan Commission held a public hearing and recommended conditional approval of the **Preliminary Condominium Plat** as shown on **Exhibit 1** and adopted a motion recommending that the Village Board of Trustees conditionally approve the Preliminary Condominium Plat for said development; and

NOW THEREFORE, BE IT RESOLVED that this Preliminary Condominium Plat has been conditionally approved subject to the attached comments and conditions (See **Exhibit 2**).

BE IT FURTHER RESOLVED that this conditional approval of the Preliminary Condominium Plat shall not constitute automatic approval of the Final Plat.

BE IT FURTHER RESOLVED that the Preliminary Condominium Plat shall be valid for two (2) years and within those two years the Final Condominium Plat shall be filed, considered, approved and recorded at the Kenosha County Register of Deeds Office, and that the Final Condominium Plat conforms substantially to the Preliminary Condominium Plat as approved, including any conditions of said Preliminary Condominium Plat approval, and to local plans and ordinances adopted at the time the Preliminary Condominium Plat was approved, the Final Condominium Plat shall be entitled to approval.

AND BE IT FURTHER RESOLVED, that the Village Board may extend the time frame of such approval, prior to the expiration. If the Final Condominium Plat is not approved and an extension is not granted prior to the expiration of the Preliminary Condominium Plat, then the Village requires that the Plat be resubmitted for the consideration of a new Preliminary Condominium Plat approval along with the appropriate filing fees.

Adopted this the 11th day of March, 2019.

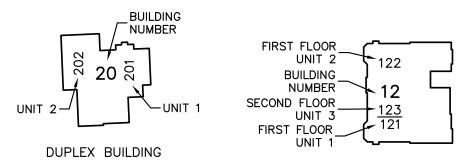
	VILLAGE OF PLEASANT PRAIRIE
ATTEST:	John P. Steinbrink Village President
Jane C. Snell Village Clerk	
Posted: 06-Green Bay Trail	
DEV/1901-013	

GREEN BAY TRAIL A CONDOMINIUM LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. ____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN. NW 1/4 OF SEC. 27-1-22 CONC. MON. W/ BRASS CAP NW COR OF NW 1/4 OF SEC 27-1-22 197,794.54 2,567,904.90 - VISION TRIANGLE EASEMENT, PER CSM 104TH STREET - S.T.H. "165" (WIDTH VARIES) CONC. MON. W/ BRASS CAP DEDICATED PUBLIC STREET DEDICATED 35' LANDSCAPE, STORM WATER DRAINAGE, N LINE OF NW 1/4 OF SEC 27-1-22 N89'40'10"E 2672.73' (TOTAL) ACCESS AND MANAGEMENT DEDICATED 12' UTILITY, ACCESS AND MANAGEMENT EASEMENT, PER CSM DEDICATED 12' UTILITY, ACCESS AND MANAGEMENT EASEMENT, PER CSM DEDICATED 150'X100' - VISION TRIANGLE EASEMENT, PER CSM DEDICATED 20'X20' 104TH ST. (S.T.H. "165") N89°40'10"E 144.23' N89°40'10"E 750.81' DEDICATED 35' LANDSCAPE STORM WATER DRAINAGE, DEDICATED 15' TREE PROTECTION AND PRESERVATION, ACCESS AND ACCESS AND MANAGEMENT EASEMENT, PER CSM 65' BUILDING EASEMENT, PER CSM 109TH ST _ SETBACK__ DEDICATED STORM WATER UTILITY, ACCESS AND MANAGEMENT DRAINAGE, RETENTION BASIN ACCESS AND MANAGEMENT EASEMENT, PER CSM ¹⁵¹ **15** <u>103</u> 101 DEDICATED 35' LANDSCAPINION STORM WATER DRAINAGE, ACCESS AND MANAGEMENT EASEMENT, PER CSM S.M. NO. DEDICATED 10' STORM WATER DRAINAGE, ACCESS AND MANAGEMENT EASEMENT, PER CSM 10 161 **LOCATION MAP** 16 102 NW 1/4 SEC. 27, T1N, R22E 162 SCALE 1" = 2000'LOT 2 46,160 SQ. FT. 1.0597 AC. NOTE: 236,697 SQ. FT. 5.4338 AC. 93 91 "CSM" IN ALL EASEMENT ANNOTATION 122 REFERS TO CERTIFIED SURVEY MAP NO. 171 9 **BEARING BASIS:** 123 121 131 92 172 ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE 132 COORDINATE SYSTEM, SOUTH ZONE. THE DEDICATED 20'X20 NORTH LINE OF THE NORTHWEST 1/4 OF VISION TRIANGLE EASEMENT, PER CSM N8375 36"W 282.13 SECTION 27-1-22, WAS USED AS 105TH STRÉET DEDICATED 12' UTILITY, ACCESS AND MANAGEMEN N89°40'10"E (66' WIDTH) DEDICATED PUBLIC STREET EASEMENT, PER CSM _N87°36'51"E 255.10' PROJECT CONVERSION FACTOR: DEDICATED 20'X20' VISION TRIANGLE - EASEMENT, PER CSM GRID/1.0000045 = GROUNDDEDICATED SIGNAGE, ACCESS AND MANAGEMENT 3 TED 35' LANDSCAPII WATER DRAINAGE, S AND MANAGEMENT <u>83</u> 81 8 TED 10' STORM WATER DEDICATED 12' - UTILITY, ACCESS AND MANAGEMENT EASEMENT, PER CSM RD. 82 DEDICAT STORM \ ACCESS EASEMFN' BAY 50' BUILDING SETBACK GREEN DEDICATED TEMPORARY Professional Services, Inc. LOT 3 DEDICATED 35' LANDSCAPING, STORM WATER DRAINAGE. 32,120 SQ. FT. 0.7374 AC. ACCESS AND MANAGEMENT EASEMENT, PER CSM AND MANAGEMENT • Engineers • Surveyors • Planners DATE: JANUARY ___, 2019 Q, 151.04 **OWNER: SURVEYOR:** 0 0 UNPLATTED LANDS HARPE DEVELOPMENT, LLC JSD PROFESSIONAL SERVICE, INC. SHEET 1 OF 11 8501 75TH STREET, SUITE H W238N1610 BUSSE ROAD, SUITE 100 KENOSHA, WI 53142 WAUKESHA, WI. 53188 INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. ____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

TYPICAL UNIT NUMBERING



3-UNIT BUILDING

NOTES:

- 1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
- 2. REFER TO THE CONDOMINIUM DECLARATION FOR COMPLETE DESCRIPTIONS OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
- 3. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
- 4. SEE SHEETS 3 TO 7 FOR BUILDING IDENTIFICATION.

STATE HIGHWAY ACCESS RESTRICTION:

ALL LOTS AND BLOCKS ARE HEREBY RESTRICTED SO THAT NO OWNER, POSSESSOR, USER, LICENSEE OR OTHER PERSON MAY HAVE ANY RIGHT OF VEHICULAR INGRESS FROM OR EGRESS TO ANY HIGHWAY LYING WITHIN THE RIGHT-OF-WAY OF S.T.H. 165 OR 104TH STREET; IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN S.236.293, STATS., AND SHALL BE ENFORCEABLE BY THE DEPARTMENT OF TRANSPORTATION.

STATE HIGHWAY SETBACK RESTRICTION:

HIGHWAY SETBACK; THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.293, WISCONSIN STATUTES.

CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE
C1	38.20'	333.00'	S03°31'35.5"E	38.18'	6°34'19"
C2	30.57	20.00'	S36°58'13.5"W	27.68'	87°33'59"
C3	74.50'	267.00'	S88°44'48.5"W	74.26'	15°59'11"
C4	53.04'	333.00'	N87°49'22.5"W	52.98'	9°07'33"
C5	12.79'	196.10'	S87°38'45"W	12.79'	3°44'16"
C6	30.51	20.00'	N50°31'04"W	27.64'	87°24'38"
C7	30.63'	267.00'	N03°31'35.5"W	30.61'	6°34'19"
C8	42.53'	267.00'	S87°49'22.5"E	42.48'	9°07'33"
C9	92.91'	333.00'	N88°44'48.5"E	92.61'	15°59'11"
C10	32.27'	20.00'	S53°01'46.5"E	28.88'	92°26'01"
C11	30.21	267.00'	S03°34'18"E	30.19'	6°28'56"
C12	37.67'	333.00'	N03°34'18"W	37.65'	6°28'56"
C13	37.05	22.00'	N41°25'42"E	32.82'	96 ° 28'56"

	LINE TABLE	
LINE	BEARING	LENGTH
L1	S06°48'46"E	29.62'
L2	S80°45'13"W	79.39'
L3	N06°48'46"W	25.86
L4	N80°45'13"E	74.88
L5	S06°48'46"E	25.54
L6	N06°48'46"W	26.97



A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:



LIMITED COMMON ELEMENT



COMMON ELEMENT

BASEMENT PLAN FOR:

BUILDINGS 1, 3, 5, 14, 16, 17, 18, & 20 BUILDINGS 2, 4, 6, 13, 15, & 19 ARE A MIRROR IMAGE

HARPE DEVELOPMENT, LLC 8501 75TH STREET, SUITE H KENOSHA, WI 53142

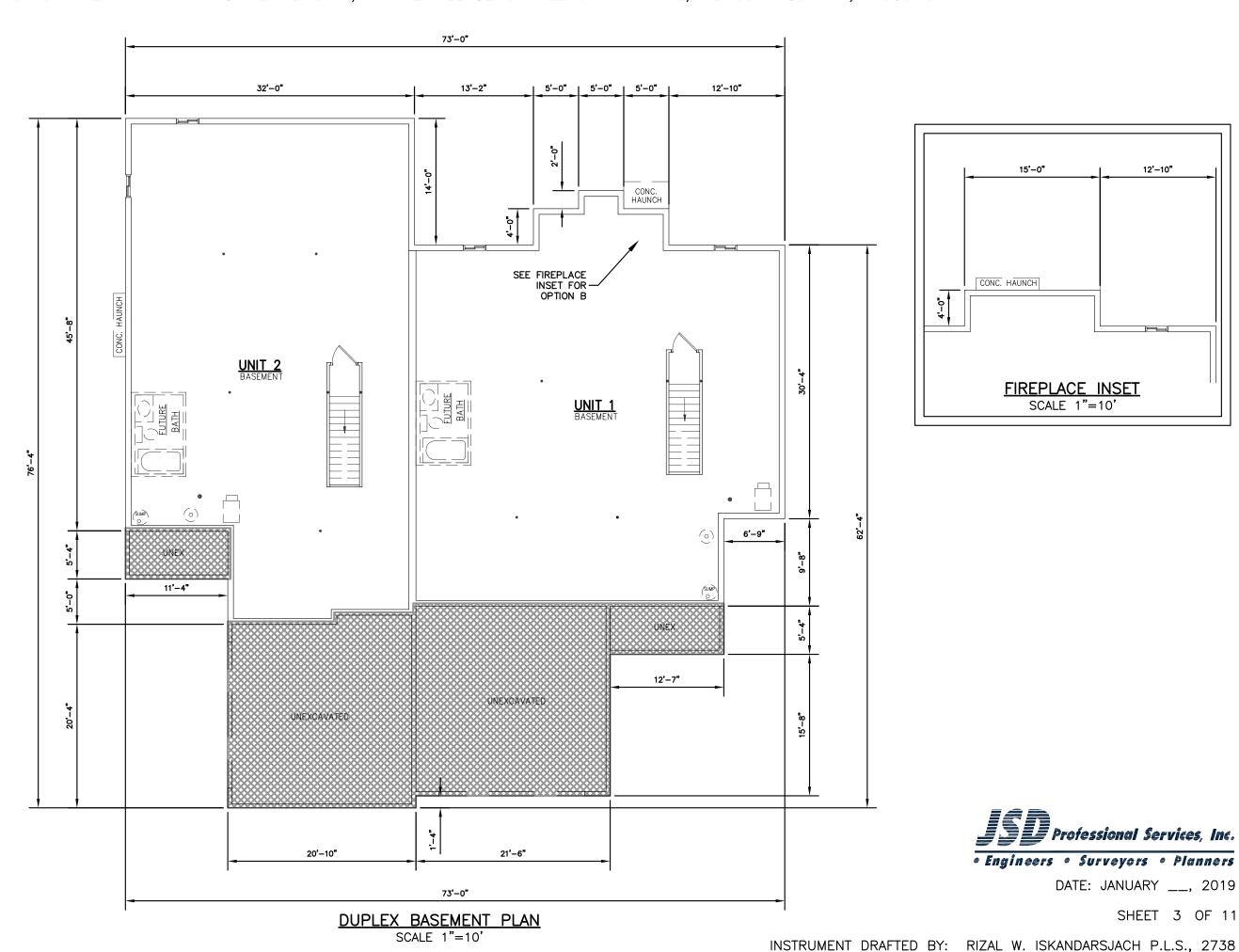
SURVEYOR:

JSD PROFESSIONAL SERVICE, INC. W238N1610 BUSSE ROAD, SUITE 100 WAUKESHA, WI. 53188

- 1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
- 2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
- 3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

BASEMENT — 1,533 sq. ft. FIRST FLOOR — 1626 sq. ft. GARAGE — 443 sq.ft.

BASEMENT - 1,576 sq. ft. FIRST FLOOR - 1,691 sq. ft. GARAGE - 417 sq. ft.



15'-0"

CONC. HAUNCH

FIREPLACE INSET

SCALE 1"=10'

12'-10"

Professional Services, Inc.

DATE: JANUARY ___, 2019

SHEET 3 OF 11

• Engineers • Surveyors • Planners

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. ____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:



LIMITED COMMON ELEMENT



COMMON ELEMENT

FIRST FLOOR PLAN FOR:

BUILDINGS 1, 3, 5, 14, 16, 17, 18, & 20 BUILDINGS 2, 4, 6, 13, 15, & 19 ARE A MIRROR IMAGE

OWNFR

HARPE DEVELOPMENT, LLC 8501 75TH STREET, SUITE H KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC. W238N1610 BUSSE ROAD, SUITE 100 WAUKESHA, WI. 53188

NOTES

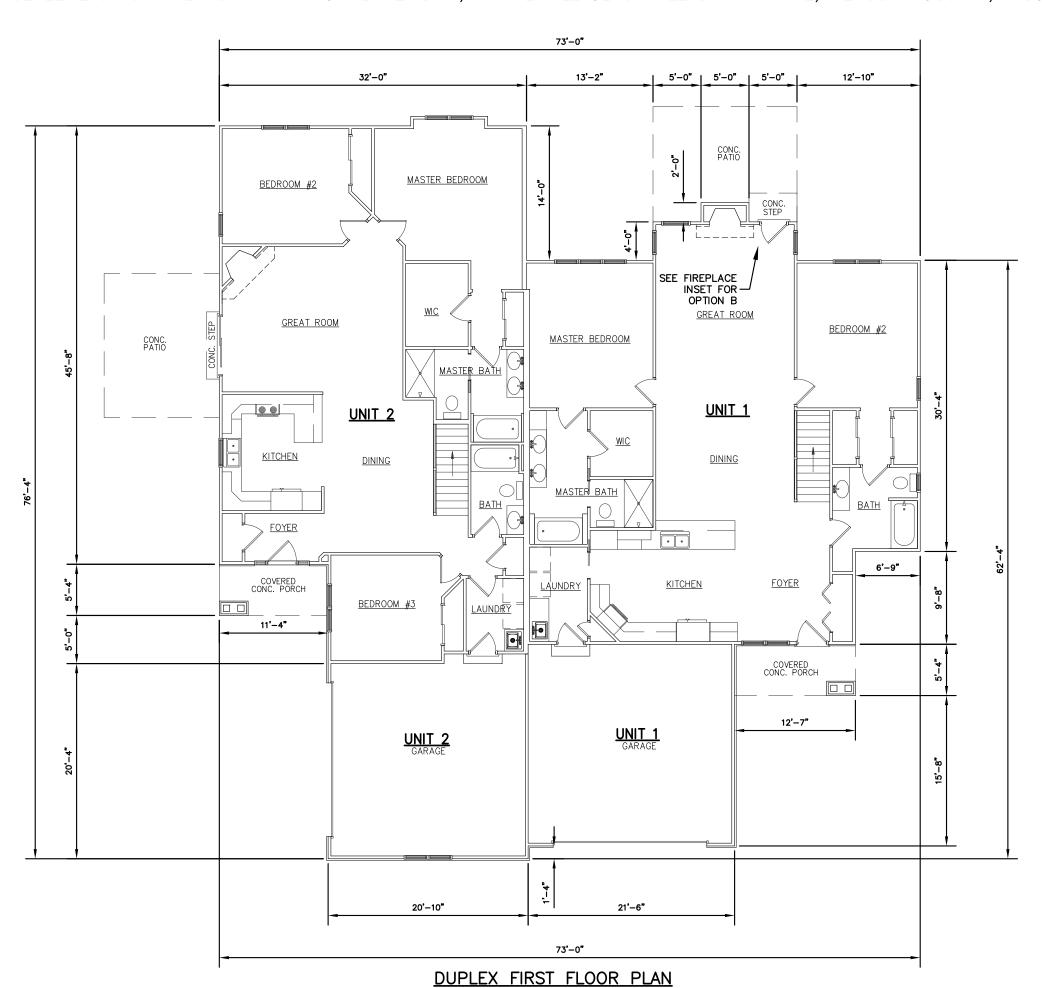
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LINIT 1

BASEMENT - 1,533 sq. ft. FIRST FLOOR - 1626 sq. ft. GARAGE - 443 sq.ft.

UNIT 2:

BASEMENT — 1,576 sq. ft. FIRST FLOOR — 1,691 sq. ft. GARAGE — 417 sq. ft.



SCALE 1"=10'

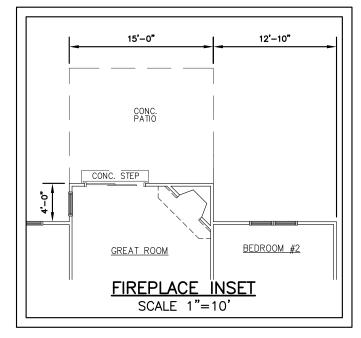


Figure - Surveyors - Planners

DATE: JANUARY __, 2019

SHEET 4 OF 11

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:



LIMITED COMMON ELEMENT



COMMON ELEMENT

BASEMENT PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:

HARPE DEVELOPMENT, LLC 8501 75TH STREET, SUITE H KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC. W238N1610 BUSSE ROAD, SUITE 100 WAUKESHA, WI. 53188

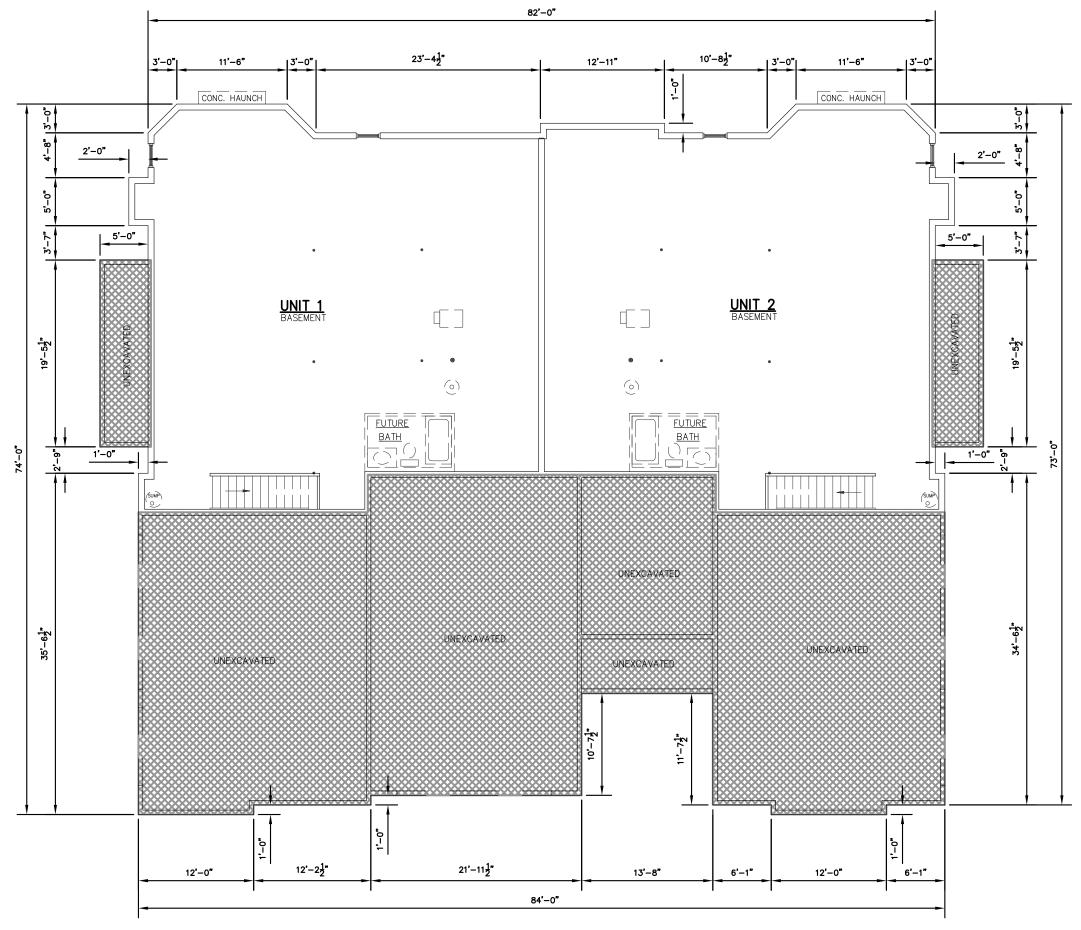
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- 3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS—BUILT CONDITIONS.

UNIT 1: BASEMENT — 1,527 sq. ft. FIRST FLOOR — 1,617 sq. ft. GARAGE — 714 sq.ft.

UNIT 2: BASEMENT - 1,540 sq. ft. FIRST FLOOR - 11,629 sq. ft. GARAGE - 709 sq. ft.

UNIT 3: FIRST FLOOR - 244 sq. ft. SECOND FLOOR - 2,520 sq. ft. GARAGE - 714 sq. ft.





DATE: JANUARY ___, 2019

SHEET 5 OF 11

3-UNIT BASEMENT PLAN
SCALE 1"=10'

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:



LIMITED COMMON ELEMENT



COMMON ELEMENT

FIRST FLOOR PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:

HARPE DEVELOPMENT, LLC 8501 75TH STREET, SUITE H KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC. W238N1610 BUSSE ROAD, SUITE 100 WAUKESHA, WI. 53188

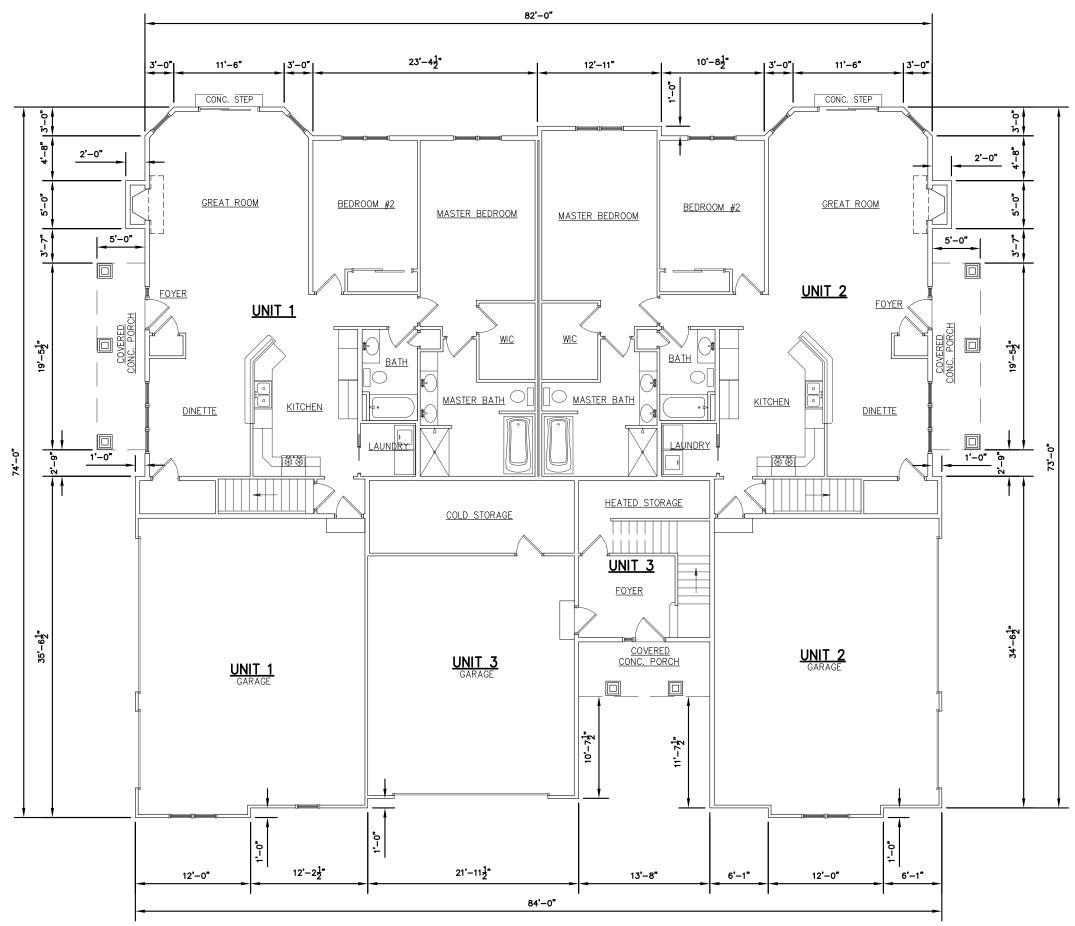
NOTES:

- 1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
- 2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
- 3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS—BUILT CONDITIONS.

UNIT 1: BASEMENT - 1,527 sq. ft. FIRST FLOOR - 1,617 sq. ft. GARAGE - 714 sq.ft.

UNIT 2: BASEMENT — 1,540 sq. ft. FIRST FLOOR — 11,629 sq. ft. GARAGE — 709 sq. ft.

UNIT 3: FIRST FLOOR - 244 sq. ft. SECOND FLOOR - 2,520 sq. ft. GARAGE - 714 sq. ft.





DATE: JANUARY ___, 2019

SHEET 6 OF 11

3-UNIT FIRST FLOOR PLAN SCALE 1"=10'

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:



LIMITED COMMON ELEMENT



COMMON ELEMENT

SECOND FLOOR PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:

HARPE DEVELOPMENT, LLC 8501 75TH STREET, SUITE H KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC. W238N1610 BUSSE ROAD, SUITE 100 WAUKESHA, WI. 53188

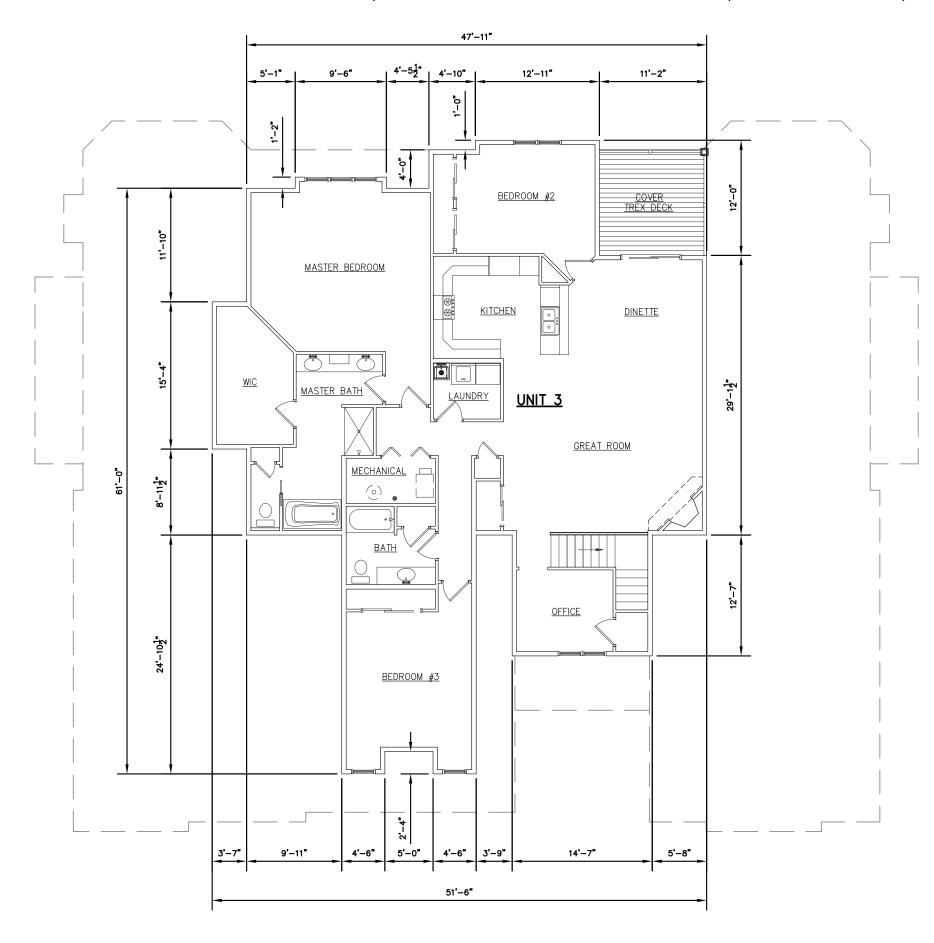
NOTES:

- 1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
- 2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
- 3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS—BUILT CONDITIONS.

UNIT 1: BASEMENT — 1,527 sq. ft. FIRST FLOOR — 1,617 sq. ft. GARAGE — 714 sq.ft.

UNIT 2: BASEMENT - 1,540 sq. ft. FIRST FLOOR - 11,629 sq. ft. GARAGE - 709 sq. ft.

UNIT 3: FIRST FLOOR - 244 sq. ft. SECOND FLOOR - 2,520 sq. ft. GARAGE - 714 sq. ft.





DATE: JANUARY ___, 2019

SHEET 7 OF 11

3-UNIT SECOND FLOOR PLAN
SCALE 1"=10'

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS

1. The fee interest in the areas shown as a Dedicated Public Street on this Plat (104th and 105th Streets, 65th Avenue and Old Green Bay Road) were dedicated, given, granted and conveyed by the Developer, Harpe Development, LLC (referred to as the "Developer") to the Village of Pleasant Prairie, its successors and assigns (the "Village") by Certified Survey Map (CSM) No. _____ for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike trails and lanes, sidewalks, if required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the areas of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, if required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village dated as of ____

(subject to the rights of the Village to perform the same functions); and (2) a nonexclusive easement hereby reserved by the Developer for the Green Bay Trail Condominium Association, Inc. (Condominium Association) or Owners of the Lots shown on this Condominium Plat which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks, if required by the Village in the area between the roadway and the Lots; for the replanting, watering, weeding and maintenance of trees in the right-of-ways; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the Lots as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets and the rights of the Developer, or of the Owners of any of the Lots, or of the Condominium Association pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting, and maintenance of the public street improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, public storm water and drainage system improvements, mailboxes, sidewalks, bike trails and lands, street trees, open space areas, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By—Laws, Condominium Declaration, or this Condominium Plat, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements, public water system improvements, and public storm sewer and drainage system improvements that required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, have been constructed by the Developer and inspected by, dedicated to and accepted by the Village.

2. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated Utility Easement areas on this Plat were dedicated, given, granted and conveyed by the Developer (the "Grantor") to WE Energies, AT&T and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees") by CSM No. _____, for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Development, (or portions thereof) shown on this Plat and for any related ingress and egress. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Prior to the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the utility easement areas shall not be altered by more than four (4) inches of final grade without the written approval of Utility and Communication Grantees. The Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the utility easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communication Grantees, unless a separate agreement is entered into between the Grantor and the Grantees that transfers the responsibilities to the Utility and Communication Grantees. No buildings, fences, driveway or parking areas, or structures of any kind shall be placed within the utility and communication easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street right-of-ways with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public highway areas to their pre-existing condition, at its own cost, after any use of such greas. In the event the private companies do not restore the easement areas to a vegetatively stabilized condition, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(s). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of public roadways after the crushed aggregate base course installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to

- 3. Perpetual nonexclusive easements coextensive with the greas shown as Dedicated 10'. 20'. 25. & 32' Public Storm Water Drainage, Access and Maintenance Easement areas on this Plat were dedicated, given, granted, and conveyed by the Developer to the Village by CSM No. for storm water management and drainage purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By—Laws, Condominium Declaration, or this Condominium Plat as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on this Plat. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated 10', 20', 25' & 32' Public Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of public and private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on this Plat.
- A nonexclusive easement coextensive with the area shown as Dedicated to the Condominium Owner's Association for Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement on this Plat was dedicated, given, granted, and conveyed by the Developer to the Village by CSM No. _____ for storm water management and drainage purposes, public drainage ways, retention basin and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. This storm water drainage easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and storm water maintenance responsibilities of the easement àréa which shall be imposed and required by the Green Bay Trail Condominium By—Laws, Condominium Declaration, or this Condominium Plat upon the Condominium Association as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easement as may be approved by the Village. There shall be no structures placed within said easement area, which obstructs, redirects or impedes drainage flows within the Development pursuant to the Restrictive Covenants on this Plat. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to this easement and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

The Developer shall be responsible for all costs associated with the construction and maintenance of all of the public and private drainage way improvements and the retention basin contained within this nonexclusive easement until such time as the Common Area property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for the retention basin and drainage structure maintenance to the extent required by the Restrictive Covenants on this Plat or as may be required by applicable Village Ordinances.

- 5. Easements coextensive with each area shown on this Plat as a Dedicated Signage, Access and Maintenance Easement were dedicated, given, granted and conveyed by the Developer to the Village by CSM No. ______ for the purpose of signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. These Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.
- 6. The fee interest in the Common Areas shown on this Plat was dedicated, given, granted and conveyed by the Developer to the Condominium Association, its successors and assigns and successors-in-title by CSM No. _____. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive with the entire property, that is hereby retained by the Developer for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alterations, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, planting, woodland protection and preservation and for all related ingress and egress; (2) permanent nonexclusive easements coextensive shown on this Plat, hereby granted to the Village for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, and planting, for all related ingress and egress within easement areas, and for woodland protection and preservation and within easement areas. In the event of any conflict between the rights of the Condominium Association under its fee interest in the Common Areas or the rights of the Developer, or the rights of the Village, pursuant to the fee interest in the easements retained herein, the rights of the Village shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.



DATE: JANUARY ___, 2019

SHEET 8 OF 11

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't.)

- 7. An easement coextensive with a permanent Dedicated 30' Water Main, Access and Maintenance Easement shown on this Plat was dedicated, given, granted and conveyed by the Developer to the Village by CSM No. ______ for water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. This water main easement shall be exclusive, except for: (1) the Developer's temporary easement for the construction, installation, repair, alteration, replacement and maintenance activities for the public water system improvements, uses and purposes, and for all related ingress and egress; (2) such other easements as may be dedicated on this Plat with respect to the same area or any portion thereof; (3) such use, planting, care, and driveway maintenance of the easement area by the Condominium Association on which the easement is located as will not interfere with the water main improvements, uses and purposes of the Village; and (4) such future driveway or other uses of the easement areas that may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to this water main easement and the rights of the Developer or of Condominium Association with respect to the Dedicated 30' Water Main, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior.
- 8. Nonexclusive easements coextensive with the Dedicated 35' Landscaping, Access and Maintenance Easement areas shown this Plat were dedicated, given, granted and conveyed by the Developer to the Village by CSM No. ______ for grading, berming, landscaping and planting uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. These easements shall be nonexclusive and shall be subject to coextensive easements and responsibilities granted herein for such use, planting, care and maintenance responsibilities which shall be imposed by the Green Bay Trail Condominium By—Laws, Condominium Declaration, or this Condominium Plat upon the Condominium Association, as will not interfere with the uses and purposes, of the Village, and is permitted by the applicable Village Ordinances.
- 9. Nonexclusive easements coextensive within each area shown as Dedicated Woodland Protection and Preservation, Access and Maintenance Easement areas on this Plat were hereby dedicated, given, granted and conveyed by the Developer to the Village by CSM No. _____ for woodland conservancy protection and maintenance purposes and uses and for related ingress and egress.
- 10. Nonexclusive easements coextensive with Dedicated 20'x20' and 150'x100' Vision Triangle Easement areas shown on this Plat were dedicated, given, granted and conveyed by the Developer to the Village by CSM No. ______ to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, shelters that are permitted within the vision triangle easement between the heights of two feet and ten feet unless approved by the Village. This restriction is for the benefit of the public and shall be enforceable by the Village.
- 11. Easements coextensive with the areas shown as Dedicated Public Streets on this Plat were dedicated, given, granted and conveyed by the Village to the Developer by CSM No. ______ for roadway pavement and curb and gutter improvements, sanitary sewer, water, storm sewer and drainage system improvements, and uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities until such improvements are inspected by, dedicated to and accepted by the Village. These easements shall be exclusive, except for such coextensive easements granted herein and for such use, planting, care and maintenance of the easement area by the Condominium Units within Lots 1, 2, 3, and 4 shown on CSM No. ______ or other future roadway, street, driveway or other such use as approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.



DATE: JANUARY __, 2019

SHEET 9 OF 11

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS

1. Harpe Development, LLC (together with its successors, assigns and successors—in—title of the property referred to as the "Developer") hereby covenants that the Green Bay Trail Condominium Owners Association, Inc. (the "Condominium Association") shall have the obligation of maintaining the Dedicated Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement area located on this Plat in a functional, neat and nuisance free condition to handle storm water and drainage in this Development. Such maintenance shall include, as needed, grading, seeding or sodding around the area of the retention basin, maintaining, removing and replacing any drainage structures leading into or out of the basin, installing, removing and replacing the fountain in the retention basin, removing trash, debris, leaves, and brush, mowing, and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water, drainage, or retention basin easement which blocks, diverts or re—routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors—in—title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water, Drainage, Retention Basin Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage or retention basin or maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining all Common Areas in a clean, mowed, planted, maintained and weed—free condition. Such maintenance shall include without limitation and as needed, seeding, mowing, weeding, planting, watering, and removal of trash, debris, leaves, and brush in order to prevent a nuisance condition. Except as shown on the Plat, no driveways, signage, parking areas, structures, or fences shall be erected within the Common Areas which might interfere with the Village or Utility and Communication Companies easement rights, unless express written approval is granted by the Village and the Utility and Communication Grantees and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors—in—title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village.

To the extent that the Village performs any Common Area maintenance activities, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

3. The Developer hereby covenants that the Developer shall have the obligation of maintaining the Dedicated Woodland Protection and Preservation Easement areas shown on this Plat. No trees shall be cut or removed unless they are decayed or dying and no digging, dredging, filling, grading, dumping or other land disturbance activity shall be permitted in such protection area, without the prior approval of the Village and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors—in—title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village. Refer to the Green Bay Trail Condominium By—Laws and Condominium Declaration for a penalty for cutting or damaging the trees, if any.

4. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the street trees and grassy areas planted in the Dedicated Public Street along 104th and 105th Streets, 65th Avenue and Old Green Bay Road within this Condominium Development. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, cutting, re—staking, placing mulch around the street trees and weeding to prevent nuisance conditions and the mowing and watering in the grassy terrace areas of the street yard area located between the street pavement and the right—of—way line. No driveways, fences, signage or structures shall be erected which damages the street trees or might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. Any street trees which die or are damaged by vandalism or other calamity, shall be removed and replaced by the Developer or the Condominium Association within 60 days of notification from the Village, weather permitting.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors in—title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these public street trees and right—of—way maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association, which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such street tree or street yard maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

5. The Developer hereby covenants that the Condominium Association shall be responsible for: (i) all costs associated with the repair, alteration, replacement, planting, and maintenance of the private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, if any, adjacent to such private streets, mailboxes, sidewalks, street terrace areas, street trees, planting areas, snowplowing and utility and communication facilities in accordance with the Village approved plans and specifications and (ii) the payment of the costs of electricity and maintenance for street lights located in the Dedicated Public Street area after the required public street and street light improvements have been constructed by We Energies and accepted by the Village.

These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors—in—title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to private driveway improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any of the maintenance responsibilities, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

6. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 35 ft. Landscaping, Storm Water Drainage, Access and Maintenance Easement area located on this Plat in a functional, neat and nuisance free condition for landscaping/screening purposes and to handle storm water and drainage in this Development. Such maintenance shall include, as needed, planting, staking trees and bushes, installing and replacing mulch, pruning, grading, seeding or sodding, maintaining the drainage areas, removing and replacing any drainage structures, removing trash, debris, leaves and brush, mowing, weeding to prevent nuisance conditions. No driveways, fences or structures shall be erected within the landscaping, storm water, drainage, access and maintenance easement which blocks, diverts or re—routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors—in—title of the property in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Landscaping, Storm Water, Drainage, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such landscaping or storm water drainage maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which nay be incurred by the Village which the Village may recover from such Owners as special assessments or special charges under Section 66.027 (or successors or similar provisions) of the Wisconsin Statues or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on the CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

- The Developer covenants that the 30 ft. Dedicated Water Main, Access and Maintenance Easement shown on this Plat hereby places a restrictions because of the location of this water main easement which was given, granted and conveyed by the Developer to the Village for public water purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress construction, installation, repair, alteration, replacements, planting and maintenance activities to serve the Development as referenced in the Dedications and Easements language on the CSM. The Developer further covenants that there shall be no buildings, fences, or structures of any kind placed within the easement area without prior written approval of the Village. Furthermore, if the Village allows for the placement of fencing, parking lots, driveways or landscaping within the water main easement areas granted to the Village and in the event that the Village exercises its rights to maintain, repair or replace said water main and related appurtenances, the Owner(s) of the affected property, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said parking lots, driveways or landscaping placed within the easement. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors—in—title of the property, in their capacity as Owners of this property, and shall benefit and be enforceable by the Village
- 8. The Developer covenants that the 20 ft. X 20 ft. and 100 ft. X 150 ft. Vision Triangle Easement areas shown on this Plat places restriction on said area in order to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as, but not limited to, structures, signage, fences or vehicular parking, or vegetation, within the Vision Triangle Easement between the heights of 2 ft. and 10 ft. unless approved by the Village and/or the Department of Transportation (WI DOT). This restriction is for the benefit of the public and shall be enforceable by the Village and WI DOT.



DATE: JANUARY ___, 2019

SHEET 10 OF 11

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE	VILLAGE BOARD CERTIFICATE
HARPE DEVELOPMENT, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE ABOVE LAND, TO BE SURVEYED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE.	WE HEREBY CERTIFY THAT THE CONDOMINIUM PLAT OF GREEN BAY TRAIL, IN THE VILLAGE OF PLEASANT PRAIRIE, SUBMITTED FOR APPROVAL BY HARPE DEVELOPMENT, LLC, DEVELOPER OF SAID LANDS, WAS APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF PLEASANT PRAIRIE ON THIS DAY OF 2019, BY RESOLUTION NO, AND THAT ANY AND ALL CONDITIONS OF SUCH APPROVAL HAVE BEEN SATISFIED.
HARPE DEVELOPMENT, LLC DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY SECTION 703 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL, OR OBJECTION. 1. VILLAGE OF PLEASANT PRAIRIE	BY: JOHN P. STEINBRINK VILLAGE PRESIDENT
N WITNESS WHEREOF, THE SAID HARPE DEVELOPMENT, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF SAID HARPE DEVELOPMENT, LC, ON THIS DAY OF	ATTESTED TO BY: JANE C. SNELL VILLAGE CLERK
DUSTIN R. HARPE Date MEMBER	NOTARY CERTIFICATE STATE OF WISCONSIN) SS COUNTY OF KENOSHA)
Date MEMBER NOTARY CERTIFICATE	PERSONALLY CAME BEFORE ME THIS DAY OF
STATE OF WISCONSIN) SS COUNTY OF KENOSHA) PERSONALLY CAME BEFORE ME THIS DAY OF 2019. DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF SAID HARPE DEVELOPMENT, LLC,	PRINT NAME: MY COMMISSION EXPIRES:
ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MANAGERS OF SAID COMPANY. NOTARY PUBLIC: PRINT NAME:	VILLAGE TREASURER'S CERTIFICATE STATE OF WISCONSIN) SS COUNTY OF KENOSHA)
MY COMMISSION EXPIRES:CONSENT OF CORPORATE MORTGAGEE CERTIFICATE	I, KATHLEEN M. GOESSL, BEING THE DULY QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF PLEASANT PRAIRIE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS DAY OF 2019, AFFECTING THE LANDS INCLUDED IN THIS CONDOMINIUM
BANK COMMUNITY STATE BANK, UNION GROVE, A CORPORATION DULY ORGANIZED AND EXISTING JNDER AND VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, MAPPING, AND DEDICATION OF THE AND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF HARPE DEVELOPMENT, LLC.	PLAT OF GREEN BAY TRAIL. BY: KATHLEEN M. GOESSL VILLAGE TREASURER
N WITNESS HEREOF, THE SAID BANK COMMUNITY STATE BANK, UNION GROVE HAS CAUSED THESE PRESENTS TO BE SIGNED THIS DAY OF 2019. (signature) (print name)	COUNTY TREASURER'S CERTIFICATE
(print name) (title)	STATE OF WISCONSIN) SS COUNTY OF KENOSHA)
NOTARY CERTIFICATE STATE OF WISCONSIN) SS	I, TERI A. JACOBSON, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF KENOSHA COUNTY, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS DAY OF 2019, AFFECTING THE LANDS INCLUDED IN THIS CONDOMINIUM PLAT OF GREEN BAY TRAIL.
PERSONALLY CAME BEFORE ME THIS DAY OF	BY: TERI A. JACOBSON COUNTY TREASURER

PRINT NAME:

MY COMMISSION EXPIRES: _

BOUNDARY DESCRIPTION

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. ____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY,

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS COUNTY OF KENOSHA)

I, RIZAL W. ISKANDARSJACH, PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS PLAT IS A CORRECT REPRESENTATION OF GREEN BAY TRAIL AS PROPOSED AT THE DATE HEREOF, AND THE INDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE FLOOR PLANS OF THE CONDOMINIUM BUILDINGS AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

THAT I FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND THE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCES OF THE VILLAGE OF PLEASANT PRAIRIE IN SURVEYING AND MAPPING THE SAME.

ATE	D THIS	S .	D.	AY OF		 2019.
Y: .	RIZAL		ISKANDARSJACH	I, PLS	S-2738	



DATE: JANUARY ___, 2019

SHEET 11 OF 11

EXHIBIT 2

GENERAL COMMENTS:

Background: On June 18, 2007, the Village Board approved the Final Condominium Plat, Development Agreement and related Exhibits for the Vintage Parc Condominium development which included 3-6 unit and 12-4-unit condominium buildings (66 units) at the southeast corner of Old Green Bay Road and 104th Street (STH 165). Infrastructure construction began and some public improvements were installed including the mass grading and installation of the retention basin, underground utilities (sanitary sewer, water, storm sewer, electrical distribution system and street lights), and binder course of the roadway including curb and gutter. However, due to the downturn in the economy all of the required public roadway improvements were not completed and no condominium buildings were built. Therefore, the existing Development Agreement remains in effect.

On November 19, 2018 the Village Board approved an Assignment of the existing 2007 Development Agreement to Harpe Development LLC, the new developer. Harpe Development, LLC has agreed to assume all obligations under the Development Agreement, including being financially responsible for the completion of the Required Public/Private Improvements in the Development. Harpe Development, LLC has provided the Village with the required financial security (Letter of Credit), based on a 2018 Village Engineer's cost estimate identifying the currently known outstanding construction-related costs for the Development. Additional financial security will be required to be provided to the Village as a Replacement Letter of Credit or Supplemental Letter of Credit based upon the new final engineering plans and construction costs for the new project. It is intended that a new Development Agreement will be entered into with Harpe based on the revised development plans and costs.

On January 21, 2019 the Village Board approved a **Comprehensive Plan Amendment (Ord. #19-01)** to amend a portion of the Lakewood Neighborhood Plan for the proposed redevelopment of the site pursuant to the **Conceptual Plan** that was also conditionally approved for the proposed 6-3 unit condominium buildings and 14-2 unit condominium buildings development to be known as Green Bay Trail Condominiums.

Green Bay Trail Condominium Plat: The existing Vintage Parc Final Plat is proposed to be vacated along with some easements and the property is proposed to be re-developed with 6-3 unit and 14-2 unit condominium buildings (46 units) to be known as Green Bay Trail Condominiums. The development proposes to utilize as much of the existing infrastructure that was installed as possible; however, the storm water retention pond is being reshaped, a street light is being relocated and some electrical utilities are being moved to allow for the new development layout.

The 2 unit buildings will be ranch-style condominiums with a 2-car attached garage and a full basement. Each building will have a 2 bedroom with a 2 bath unit that is 1,626 square feet and a 3 bedroom with a 2 bath unit that is 1,691 square feet.

The 3 unit buildings will be two stories. Two of the units will be ranch style with a 3-car attached garage, full basements with 2 bedrooms and 2 baths. One unit will be 1,617 square feet and the other will be 1,629 square feet. The upper unit will have 2,276 square feet of living space on the 2^{nd} floor with an entry foyer with extra storage space on the 1^{st} floor that is 244 square feet. This upper unit will have a 2 car attached garage (extra deep), 3 bedrooms, 2 bathrooms, an office, and a covered deck.

The units will have a variety of color options related to the siding (James Hardie), shake and stone materials. Material sample boards have been provided and reviewed by staff. The siding colors include: Aged Pewter, Cobblestone, Gray Slate, Night Gray, Iron Gray and Rosemary. The shake colors include: Harvest Wheat, Moonrock, Sandalwood, Rustic Cedar, Vintage Taupe, and Vanilla Bean. The stone materials include: Sienna Stack Ledge, Elkwood Weather Ledge, Steinhaus Stack Ledge, and Fallbrook Weather Ledge.

Comprehensive Plan Compliance and Density: The proposed development is consistent with the adopted Village's Comprehensive Land Use Plan and the Lakewood Neighborhood Plan.

Zoning: The property is currently zoned R-10 (PUD), Multi-family Residential District with the Planned Unit Development Overlay District. At the same time that the Final Condominium Plat is considered by the Plan Commission and the Village Board, a new PUD Ordinance will be created for this development (while the Vintage Parc PUD Ordinance will be repealed).

Developing this site with a PUD Overlay will allow for a modification of a few of the Village Zoning Ordinance requirements provided there is a defined benefit to the community. The PUD will allow for more than one (1) building per property and just slightly reduced street setbacks and other modifications as noted below:.

- 60 feet from STH 165 right-of-way (instead of the required 65 feet);
- 50 feet from Old Green Bay Road right of way (instead of the required 65 feet);
- 25 feet from 105th Street and 65th Avenue right-of-ways (instead of the required 40 feet) (provided that from the edge of the garage to the sidewalk there is a minimum of 20 feet to allow a car to be parked in the driveway without encroaching into the sidewalk);
- 20 feet from the back of curb to the private drive cul-de-sac for units 13-17 (instead of the required 40 feet);
- 80 feet separation spacing distance between the centerline of condo driveways and the centerline of the adjacent roadway intersections for buildings 9 and 12 (instead of the required 100 feet) and
- 20 feet separation distance between buildings as measured from the building, decks or porches will be required).

These reductions would be supported by staff in the PUD Ordinance provided that all units have individual entries with no common hallways, exterior materials are maintenance free and include elements of natural stone or brick materials (no jumbo brick) as shown in the elevations. Other community benefits include increased installing additional landscaping, required sidewalks, and future street trees and driveway extensions when the cul-de-sac islands are removed.

The Village staff will begin preparing a detailed PUD Ordinance for review by the Developer and the Village Plan Commission and Village Board after the Preliminary Plat is approved. The required public hearing to consider the PUD Ordinance will be held at the same time as the Village Plan Commission and Village Board considers the Final Condominium Plat and related documents.

Municipal Improvements: Municipal sanitary sewer and water laterals will be provided to service all of the condominium units. Sanitary sewer and water were installed by the previous developer; however, due to the reconfiguration of the buildings, sewer/water mains and sewer/water laterals will need to be extended/relocated.

The storm water retention basin facility and storm sewers for this development have already been constructed/installed. However, the retention basin and the storm sewers are proposed to be reconfigured slightly to accommodate the new buildings layout per the plans.

Sidewalks are now required in all developments and will be required on both sides of 105th Street, on both side of 65th Avenue, on the east side of Old Green Bay Road and on the south side of STH 165 within the street rights-of-way. All sidewalks with the exception of the sidewalk on STH 165 are required to be installed as part of this development. A cash deposit in the amount of \$28,525 shall be provided to the Village for the future sidewalk/pedestrian path on STH 165 which will be installed at the time that future improvements are completed in STH 165 (excluding the intersection improvements at STH 165 and Old Green Bay Road that will be installed later this year as part of the Main Street Market development to the northwest). The public roadways will be completed pursuant to the Village specifications as noted in Chapter 405 of the municipal code, with some slight adjustments since a portion of the improvements were previously installed.

The temporary cul-de-sacs at the end of 105th Street and 65th Avenue are intended to be removed when land to the east and south develops. These temporary cul-de-sac easements will be vacated and the future land developers to the east and south will remove the temporary cul-de-

sac infrastructure and install the new roadway improvements including the extension of the sidewalks at the future land developer's expense. The Developer or Condominium Association will be responsible to connect the existing condominium building driveways for buildings 7, 8 and 9 to the new roadways and to install the required remaining public street trees.

Platting and Certified Survey Map: In addition to the required Preliminary and Final Condominium Plat, a Certified Survey Map (CSM) will be required to be approved to dedicate any new easements and to set forth additional restrictive covenants language. As part of the Final Condominium Plat and CSM approval, the developer shall execute the Development Agreement, provide all Exhibits and provide a replacement or supplemental Letter of Credit as financial security to the Village as a guarantee for the installation, inspection and warranty of the remaining public improvements. There is a Letter of Credit that was provided to the Village in December 2018 by Harpe Development in the amount of \$229,900.00. In addition, the existing easement and condo plat vacation documents for the existing Vintage Parc Condominium Plat shall be submitted for staff review, Village approved, executed prior to recording the new Plat, CSM, Memorandum of Development Agreement and other associated documents.

Transportation Improvement Fees for the future widening/reconstruction of the Old Green Bay Road and STH 165 intersection in the amount of \$187,453.11 have already been deposited with the Village by the prior Vintage Parc developer. These funds will be utilized for the intersection improvements that are anticipated to be under construction in the late spring/summer of 2019 as part of the Main Street Market development.

The condominium developer anticipates starting construction in later spring 2019 and projects that the constructions of the units will be completed within 2 to 3 years. Prior to issuance of permits, the storm water pond, other site grading and the public sewer and water extensions shall be completed, televised, inspected and accepted by the Village and as-built utility and grading plans submitted in accordance with the Development Agreement on file with the Village. The construction timing of the laterals, sidewalks, street light relocation, road repairs and final lift of pavement etc. will be addressed in the Development Agreement after the staff reviews the sequencing of building construction.

CONDITIONS:

- 1. The following comments shall be addressed and included with the Final Condominium Plat submittal:
 - a. See **attached** comments from the Village Engineer dated February 18 2019.
 - b. See **attached** comments from the Village Fire & Rescue Department dated December 13, 2018.
 - c. On page C7.2 Update the two-family Wye water service detail. See **attached** new detail.
 - d. The driveway location for building 12 is too close to the intersection. The southernmost driveway should be a minimum of 100 feet as measured from the centerline of the driveway to the centerline of the intersection. The driveway for building 12 should be relocated onto 105th Street as shown on the Conceptual Plan. The Village staff will support a PUD modification for a minimum separation distance of 80 feet for buildings 9 and 12.
 - e. Provide an illustration (Exhibit to the Development Agreement) showing how the driveways, sidewalks and the street trees will be installed by the Developer or Condo Association when the temporary cul-de-sacs are removed for buildings 7, 8 and 9.
 - f. Provide two "Dedicated 30' Storm Water Drainage, Access and Maintenance Easement" areas to allow for the future development to the south to discharge into the storm water swale along the south property line as shown on the **attached**.

- g. On sheet 6 of the Plat correct the first floor unit size for Unit 2. Should be 1,629 sq. ft. rather than 11,629 sq. ft.
- h. On the coversheet of the Civil Plans, correct the title by removing 106th Street and change 106th Street –STH 165 on the map to 104th Street-STH 165.
- i. On the cover sheet use the current Government Contact list. See **attached**.
- j. On Sheet C2.0 label all of the distances between the centerline of the driveways to the centerline of the adjacent public streets.
- k. The vision triangle at the intersection of STH 165 and 65th Avenue shall be increased from 20 feet to 50 feet along STH 165. Show on the Civil Plans, Plat, and Landscape Plan and show as a dedication on the CSM.
- I. Where will snow be stored/pushed for the private cul-de-sac?
- m. Public street trees within 105th Street and 65th Avenue shall be located within easements since they are located outside the dedicated right-of-way. Show on the Civil Plans, Plat, and Landscape Plan and show as a dedication on the CSM the "Dedicated 5' Street Tree, Access and Maintenance Easement" parallel to public streets in 105th Street and 65th Avenue, immediately adjacent to the rights-of-way.
- n. How is privacy being addressed between patios between buildings 1-2, 3-4, 5-6 and 18-19 (screens, plantings fences)? In addition greater landscaping and privacy shall be provided on the patios adjacent to the patios on buildings 13 and 17.
- o. The following comments relate to the required Landscaping Plan:
 - i. The Landscaping Plan shall utilize the grading plan as its base map and shall show all easements to verify that there are no conflicts.
 - ii. The Landscape Plan (as a community benefit) shall provide a significantly greater amount and sizing of trees, bushes, and other plantings adjacent to the pond, south side berm, along the properties outer boundaries and building foundations.
 - iii. Show the location of the required development entry sign. The sign setback is 15 feet from the right-of-way and shall provide landscaping at the base of the sign.
 - iv. Identify the common mailbox locations and provide the mailbox details within the development and whether they will be landscaped.
 - v. Public Street Trees –show types of trees in groupings of three. Revise the Plans.
- p. See **attached** changes/corrections/discussion items comments related to the draft of the By-Laws, Declarations and proposed Condominium budget.
- q. See **attached** comments on the draft CSM. All easements shall be shown on the CSM, Final Plat, Engineering Plans and Landscaping Plans.
- r. The exact location and size of Utility Easements shall be verified with We Energies prior to Final Condominium Plat submittal. Dedication and Easement Provisions and Restrictive Covenants Language as prepared by the Village shall be included on the CSM for these Easements.
- s. All Utility, Storm Water, Retention Basin, Vision Triangle, Signage, Landscaping and other required Easements shall be shown on the Final Plats, Engineering Plans and Landscaping Plans. Dedication and Easement Provisions and Restrictive Covenant Language as prepared by the Village shall be included on the CSM for all of these Easements and the Dedicated Public Streets and any other easements yet to be defined. This language shall also be included in the Declaration of Condominium.

2. The Preliminary Condominium Plat shall only be valid for two (2) years from the Village Board's conditional approval, during which all conditions must be satisfied and the Final Condominium Plat and Certified Survey Map shall be submitted. If the property is not final platted within the two (2) years of the Village Board's approval, the Village shall require that the Plat be resubmitted for a new Preliminary Condominium Plat approval along with the appropriate filing fees.

3. Upon approval of the Preliminary Condominium Plat the following documents shall be submitted for Final approval.

- a. Final Condominium Plat and all required documents noted in the application.
- b. Engineering Plans, Landscape Plans, Building Plans and any other documents required for the Development Agreement.
- c. Certified Survey Map application and related application fee.
- d. Zoning Text application and related application fee.
- e. Vacation documents for the Final Condominium Plat and any existing easements.
- 4. Upon Village approval of the Engineering Plans, Profiles and Specifications, the Developer shall submit two (2) copies of the final Village approved plans and specifications so that the Village can request approval from the Kenosha Water Utility (KWU).
- 5. Upon written utility plan approval from the KWU, the Developer shall obtain written approval from the WI DNR.
- 6. The Village Public Work's Department will prepare a cost estimate to be included in the developer's Letter of Credit for the inspection, field staking and contract administration of the required public improvements.
- 7. Upon Village approval of the Final Engineering Plans and Specifications, Landscaping Plan and Street Lighting Plan (due to the light modification/relocation) the following **shall be submitted to the Village** for staff review so that the Development Agreement and the recordable Memorandum can be finalized prior to Village Board consideration (all documents shall also be submitted as a pdf):
 - a. Copies of WI DNR and ACOE permits/non jurisdictional determinations to fill the artificial wetlands on the property.
 - b. A copy of the public sanitary sewer and water approval letters from the Kenosha Water Utility, WI DNR, and SEWRPC.
 - c. A copy of all of the signed contracts, certificates of insurance, and performance and payment bonds. The contracts shall have the Developer's name as shown on the title of the property. The certificates of insurance shall also list the Village of Pleasant Prairie as an insured party.
 - d. A copy of the signed public street tree/landscaping contract, five (5) paper copies of the Public Street Tree/Landscaping Plan and certificate of insurance (listing the Village as an insured party).
 - e. Five (5) paper copies of the private Landscaping Plan.
 - f. A copy of the signed We Energies contract and five (5) paper copies of the Street Lighting Plan (1 relocated light) including a copy of the We Energies electrical distribution system plan.
 - g. Erosion Control Permit application, plans and related fee including the required Street Sweeping Cash Deposit.
 - h. Work in the Right-of-Way application, plans and related fee.
 - i. Five (5) paper copies of the Final Engineering Plans, Profiles and Specifications.

- j. Five (5) paper copies of the revised Landscaping Plan.
- k. A "draft" replacement or supplemental LOC shall be provided to the Village for staff review. (See comment below related to the LOC.)
- 8. At least two weeks prior to Village Board consideration of the Final Plat, Development Agreement and related documents the following final documents shall be submitted:
 - a. The Original Final Condominium Plat, 5 full-size copies and the State DOA approval letter.
 - b. Final Memorandum of Development Agreement (to be drafted by the Village and reviewed by the Developer).
 - c. Final Development Agreement (to be drafted by the Village and reviewed by the Developer).
 - d. Filed copy of the Articles of Incorporation for the Condominium Association.
 - e. Easement and Plat vacation documents.
 - f. Final Condo Declarations.
 - g. Final Condominium Association By-Laws.
 - h. Verification that all taxes and outstanding special assessments have been paid. Any outstanding taxes, special assessments or invoices shall be paid prior to the Village executing and the developer recording the Final Condominium Plat and Memorandum of Development Agreement.
- 9. A one year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 115% of the total cost of public related improvements, including street trees, street light relocation, street signs (if applicable), sidewalks, Public Works field staking, inspections and construction related services (including sanitary sewer and storm sewer cleaning and televising), shall be submitted to the Village. The Itemized Cost Breakdown Exhibit will be prepared by the Village staff to determine the amount of the Letter of Credit and the cash payments. IMPORTANT: A draft replacement or supplemental Letter of Credit equal to the cost breakdown analysis (need to verify proper format and dollar amount of Letter of Credit prior submitting the Original Letter of Credit. The cash payments and the "Final" LOC shall be provided prior to the Village at the closing.
- 10. If any of the condominium units are proposed to be used as a model or marketing office, a Conditional Use Permit application will be required to be submitted for consideration by the Village Plan Commission.
- 11. The Final Engineering Plans and Final Condominium Plat shall be submitted to the Village in electronic format which satisfies the Village's acceptance criteria. If you have any questions contact Matt Fineour, Village Engineer at (262) 925-6778.
- 12. Upon Village Board approval of the Final Plat and within seven (7) days of said approval the Village will host a closing to have the Plat, CSM and all of the Development Agreement documents signed. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and provide proof of recording of all documents to the Village within 72 hours of closing with the Village.
- 13. Following the closing, the Developer's engineer shall conduct a pre-construction meeting at the Village Hall with all of the contractors, utilities and Village on-site inspectors (meeting is required prior to public improvement field work commencing). Contact Jean Werbie-Harris to coordinate the pre-con meeting.
- 14. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.

- 15. All Village fees incurred by the Village Community Development Department, Village Engineering Department and/or expert legal assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner. Any conflicts between the Village Design Standards and Construction Specifications, Land Division and Development Control Ordinance will required compliance with the Village Design Standards and Construction Specifications.
- 16. Impact fees are due at the time building permits are issued. Currently, these fees are \$1,490 per condominium unit.
- 17. Prior to issuance of permits, the storm water pond, other site grading and the public sewer and water extensions shall be completed, televised, inspected and accepted by the Village and as-built utility and grading plans submitted in accordance with the Development Agreement on file with the Village. The construction timing of the laterals, sidewalks, street light relocation, road repairs and final lift of pavement etc. will be addressed in the Development Agreement after the staff reviews the sequencing of building construction.



MEMORANDUM

Office of the Village Engineer Matthew J. Fineour, P.E.

TO: Peggy Herrick, Assistant Planner / Zoning Administrator

FROM: Matthew Fineour, P.E., Village Engineer

SUBJ: Green Bay Trail Condominiums – Preliminary Plat

DATE: February 18, 2019

Peggy,

The Engineering Department has reviewed the plans for the above referenced project. Based on our review, we have the following comments listed below and as noted on the attached plan mark-up sheets. Refer to both this memo and the plan mark-up sheets for all engineering comments. Additional comments will be provided as the plans are refined and detailed plans are submitted.

See comments on attached mark-up plan sheets.

- 1. Only plan sheets with comments are included.
- 2. Comments that apply to multiple locations are not repeated for every occurrence

Comments

- 3. Provide the following notes / information on the cover sheet:
 - a. "Prior to construction, a pre-construction conference must be held at the Village offices. The pre-construction conference shall be scheduled and moderated by the designing Engineer of Record."
 - b. "Each Contractor shall have a copy of the Village approved plans, project manual, and Village construction specifications on-site during times of construction. The construction specifications are an integral part of the civil engineering plans."
 - c. Identification of horizontal and vertical control and coordinate system used.
- 4. The Developer shall coordinate with the Public Works Department to have the existing sanitary sewer and storm sewer televised and reviewed along with a field inspection of the site for any corrective work needed. Any required corrective work shall be included in the engineering plans and letter of credit.
- 5. The existing roadway binder shall be used for building construction. The Developer's agreement shall describe the timing of the binder removal and replacement with the final roadway paving.

- 6. A separate plan sheet shall be prepared for the items associated with the final roadway paving. This includes binder removal, utility adjustments, and requirements / specifications associated with final paving of the roadways.
- 7. The sidewalk along Old Green Bay road shall be designed by the Developer in coordination with the STH 165 / Old Green Bay Road design being completed by Main Street Market. The sidewalk shall be installed at the time the roadway improvements are completed.
- 8. The cost contribution of the future sidewalk / path along STH 165 is calculated as \$28,525. A cost estimate is attached for reference.
- 9. The design engineer shall check all finished yard grades relative to top of foundation elevations and make necessary adjustment in either the top of foundation or grading as may be needed for drainage.
- 10. Provide the engineers estimate of the amount of import or export of fill needed for the site-grading plan. Offsite borrow areas or surplus disposal sites must be addressed and identified.
- 11. Are any basement spoils being used for site balance? If so, identify planned grading operations for review. Unless specifically identified, all basement spoils shall be removed from the site as part of the building construction.
- 12. Provide the planned order of building construction.
- 13. The water service lateral configuration to buildings shall be adjusted. Individual service valves shall be placed at the right-of-way. (see markup plan sheets for guidance)
- 14. Water service valves within driveways will be allowed where approved to avoid relaying laterals; however, the Village will not be responsible for future driveway repairs associated with service valve maintenance or replacements. This shall be addressed in the Development covenants.
- 15. Sump pumps within the buildings shall be identified on the plan along with information regarding the piping configuration for each sump pump too the service lateral at the right-of-way.
- 16. Provide a copy of the completed and signed WDNR sanitary sewer and water main extension forms with the revised plans for the Village to submit to the Kenosha Water Utility.
- 17. Provide pond storage calculations for the pond re-configuration with a letter from the design engineer stating that the pond storage meets the original storm water management plan requirements. Also, forward a pdf of the final storm water management plan.
- 18. A standard roadway cross section still needs to be developed specific to this development with the existing 37-back of curb roadway, sidewalks, street tree placement, etc.

- 19. The landscaping plan shows street trees placed behind the sidewalk within private property. A street tree landscaping and maintenance easement shall be provided and shown on the plans and in the standard roadway cross section.
- 20. Future development to the south will need the ability to access and discharge storm water to the drainage ditch located within the 25-foot storm water drainage, access, and management easement. Allowance for this access and rights shall be noted on the plans and the plat.

Plat and Condominium Document

- 1. Revise the easement for the public sanitary sewer and water main to "Dedicated 30-foot public water main and sanitary sewer access and maintenance easement". It currently only states water main. Include provisions in this easement language that limit the Village restoration responsibilities to the disturbed areas only if maintenance needs to be performed (i.e. the Village will not be responsible for repaving the whole road if repairs occur which require roadway patching).
- 2. See item 15 above for access rights for future offsite storm water discharge. Address in Condominium Documents.
- 3. Street tree landscaping easement needs to be provided and restrictive covenants provided.
- 4. Add wording to the restrictive covenants regarding that the retention pond shall be maintenance to designed grades, storage volumes, and sediment shall be removed as necessary to maintain design depth.
- 5. Provide section pertaining to the private roadway maintenance and snow plowing. Clearly specify responsibilities.
- 6. Provide section pertaining to public sidewalk maintenance and snow removal for the public sidewalks along 105th Street, 65th Avenue, the adjacent sidewalk along east side of Old Green Bay Road, and the future sidewalk / path along the south side of STH 165.
- 7. Provide section related to water laterals / shut off valves located with driveways. The Village will not be responsible for driveway or sidewalk repairs associated with service valve or the lateral repairs that the Village may need to perform.

The plans have been reviewed for conformance with generally accepted engineering practices and Village policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and as additional information is provided.

STH 165 Sidewalk Cost Estimate

Proj Name: S		STH 165 Side	ewalk Cost Contribution	Project No. Date:	2.18.19
Sidewalk No.	Qty	Units	Item	Unit Price	Total
1	4075	SF	sidewalk	\$5	\$20,375
				Subtotal:	\$20,375
					20% \$4,075 20% \$4,075
				PROJECT TOTAL:	\$28,525

Village of Pleasant PrairieEngineering Department
Pleasant Prairie, WI

Server: Data\Trans\
Comp Spreadsheets\Sidwalk Cost

SHEET INDEX

TITLE SHEET **EXISTING CONDITION MAP**

C1.0 DEMOLITION PLAN

C2.0 PAVEMENT ID AND DIMENSION PLAN C3.0 EROSION CONTROL PLAN

C4.0 OVERALL GRADING PLAN

C4.1 NORTHWEST GRADING PLAN C4.2 NORTHEAST GRADING PLAN C4.3 SOUTHWEST GRADING PLAN

C4.4 SOUTHEAST GRADING PLAN

C5.0 UTILITY PLAN

C5.1 UTILITY PLAN - SANITARY LATERALS

C6.0 PUBLIC UTILITY PLAN AND PROFILES - STORM SEWER C6.1 PUBLIC UTILITY PLAN AND PROFILES - PRIVATE DRIVE

C7.0 SITE NOTES AND DETAILS C7.1 SITE NOTES AND DETAILS

C7.2 SITE NOTES AND DETAILS C7.3 SITE NOTES AND DETAILS C7.4 SITE NOTES AND DETAILS

C7.5 SITE NOTES AND DETAILS C7.6 SITE NOTES AND DETAILS C7.7 SITE NOTES AND DETAILS

C7.8 SITE NOTES AND DETAILS C7.9 SITE NOTES AND DETAILS C7.10 SITE NOTES AND DETAILS

L1.0 LANDSCAPE OVERALL PLAN NORTHWEST LANDSCAPE PLAN L1.1

L1.2 NORTHEAST LANDSCAPE PLAN L1.3 SOUTHWEST LANDSCAPE PLAN

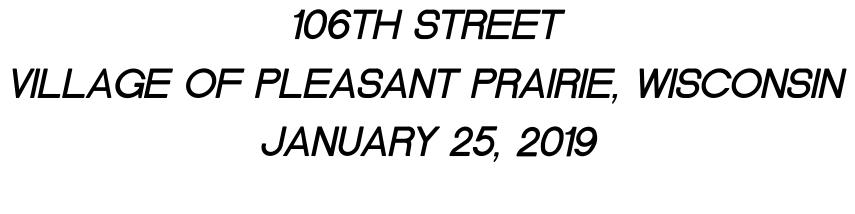
L1.4 SOUTHEAST LANDSCAPE PLAN

L1.5 2-FAMILY DUPLEX FOUNDATION LANDSCAPE PLAN L1.6 3-FAMILY TRIPLEX FOUNDATION LANDSCAPE PLAN

L2.0 LANDSCAPE DETAILS, NOTES, & SPECIFICATIONS

GREEN BAY TRAIL CONDOMINIUMS

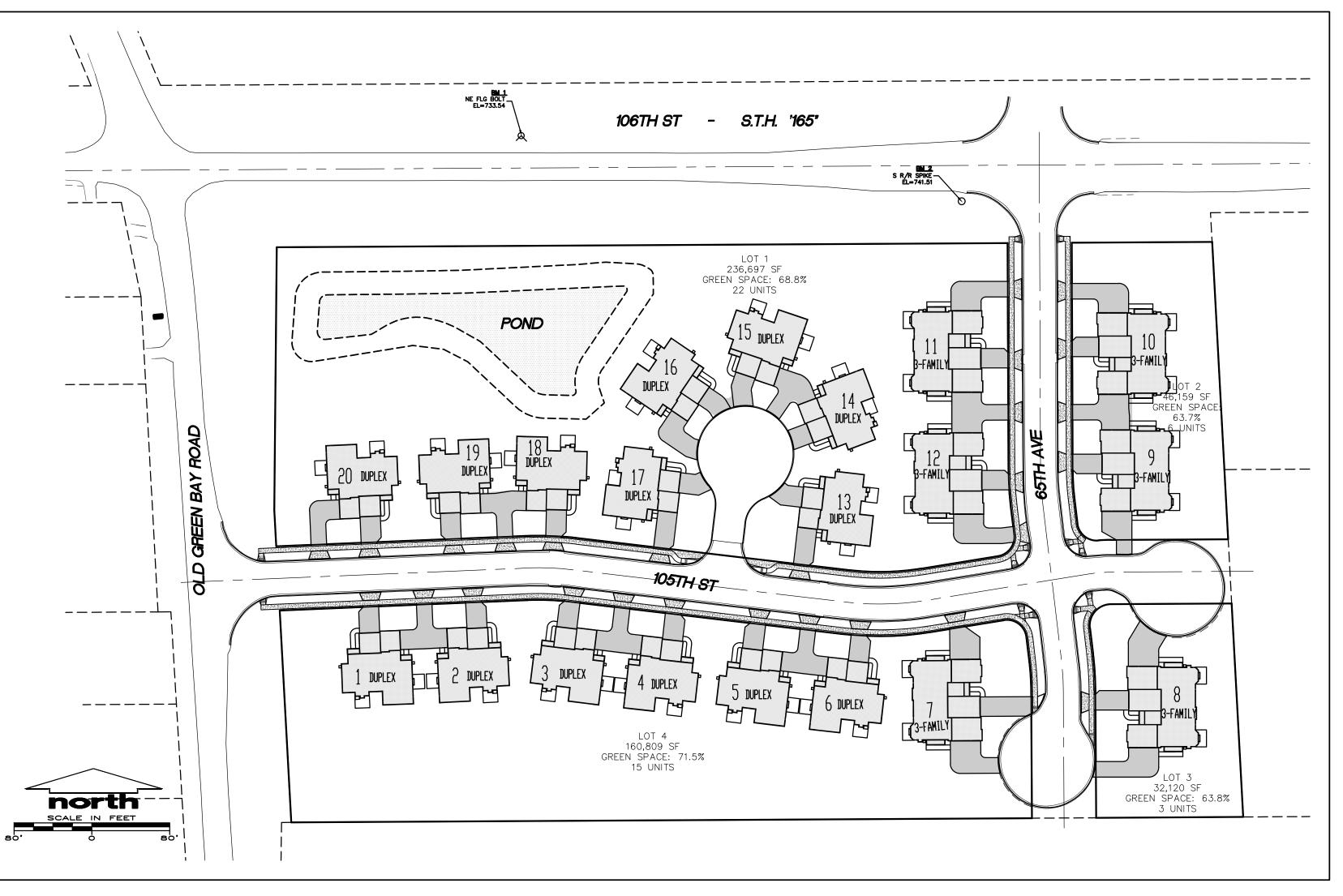
106TH STREET





SITE DATA

TOTAL LOT AREAS: 475,785 SF NO. OF UNITS: 46 UNITS



ADD VILLAGE STANDARD NOTES...SEE



THIS HYDRANT IS BEING RELOCATED AND AJUSTED AS PART OF OLD GREEN BAY RD / STH 165 MPROVEMENTS BEING COMPLETED BY THE MAIN STREET MARKET DEVELOPMENT

SITE BENCHMARK:

BM 1 - NE FLANGE BOLT ON FIRST HYDRANT EAST OF INTERSECTION BETWEEN STH 165 & OLD GREEN BAY RD. NORTH SIDE OF STH 165. ELEVATION = 733.54

BM 2 - RAILROAD SPIKE ON THE SOUTH SIDE OF THE 5TH POWER POLE EAST OF INTERSECTION BETWEEN STH 165 & OLD GREEN BAY RD. NORTH SIDE OF STH 165. **ELEVATION** = 741.51

COMMUNITY DEVELOPMENT DEPARTMENT JEAN WERBIE-HARRIS COMMUNITY DEVELOPMENT DIRECTOR PLANNING, ZONING ADMINISTRATOR 9915 39TH AVENUE

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EMAIL: croepke@plprairiewi.com AARON LONGRIE ASSISTANT FIRE CHIEF 8600 GREEN BAY ROAD PLEASANT PRAIRIE, WISCONSIN 53158 PHONE: 262-694-8027 FAX: 262-697-1901 EMAIL: alongire@plprairie.com

OWNER DUSTIN HARPE HARPE DEVELOPMENT LLC 8501 75TH STREET, SUITE H KENOSHA WI 53188 PHONE: 262-694-1677 FAX: 262-694-1682 EMAIL: sales@harpedevelopment.com

PHIL ANDERSON HARPE DEVELOPMENT LLC 8501 75TH STREET, SUITE H KENOSHA WI 53188 PHONE: 262-694-1677 FAX: 262-694-1682 EMAIL: phil@harpedevelopment.com

CIVIL ENGINEER JSD PROFESSIONAL SERVICES, INC. W238 N1610 BUSSE RD, SUITE 100 WAUKESHA, WI 53188 PHONE: 262-513-0666 FAX: 262-513-1232 RIZAL ISKANDARSJACH, P.E., P.L.S. EMAIL: riz@jsdinc.com



CREATE THE VISION TELL THE STORY

MADISON MILWAUKEE KENOSHA ■ APPLETON ■ WAUSAU

MILWAUKEE REGIONAL OFFICE W238 N1610 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 P. 262.513.0666



8501 75TH STREET, SUITE H KENOSHA, WI 53142

GREEN BAY TRAIL CONDOMINIUMS

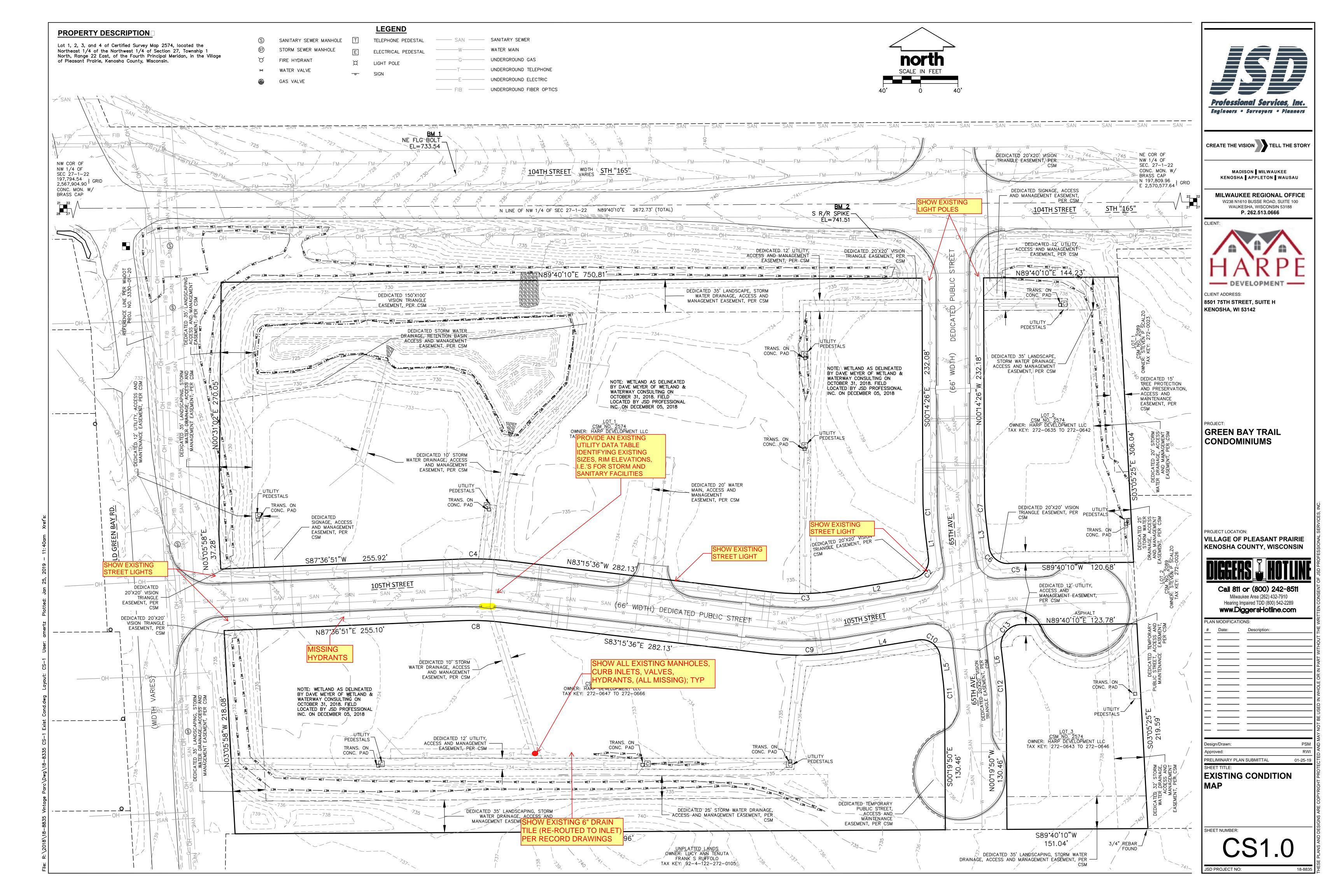
PROJECT LOCATION: **VILLAGE OF PLEASANT PRAIRIE KENOSHA COUNTY, WISCONSIN**

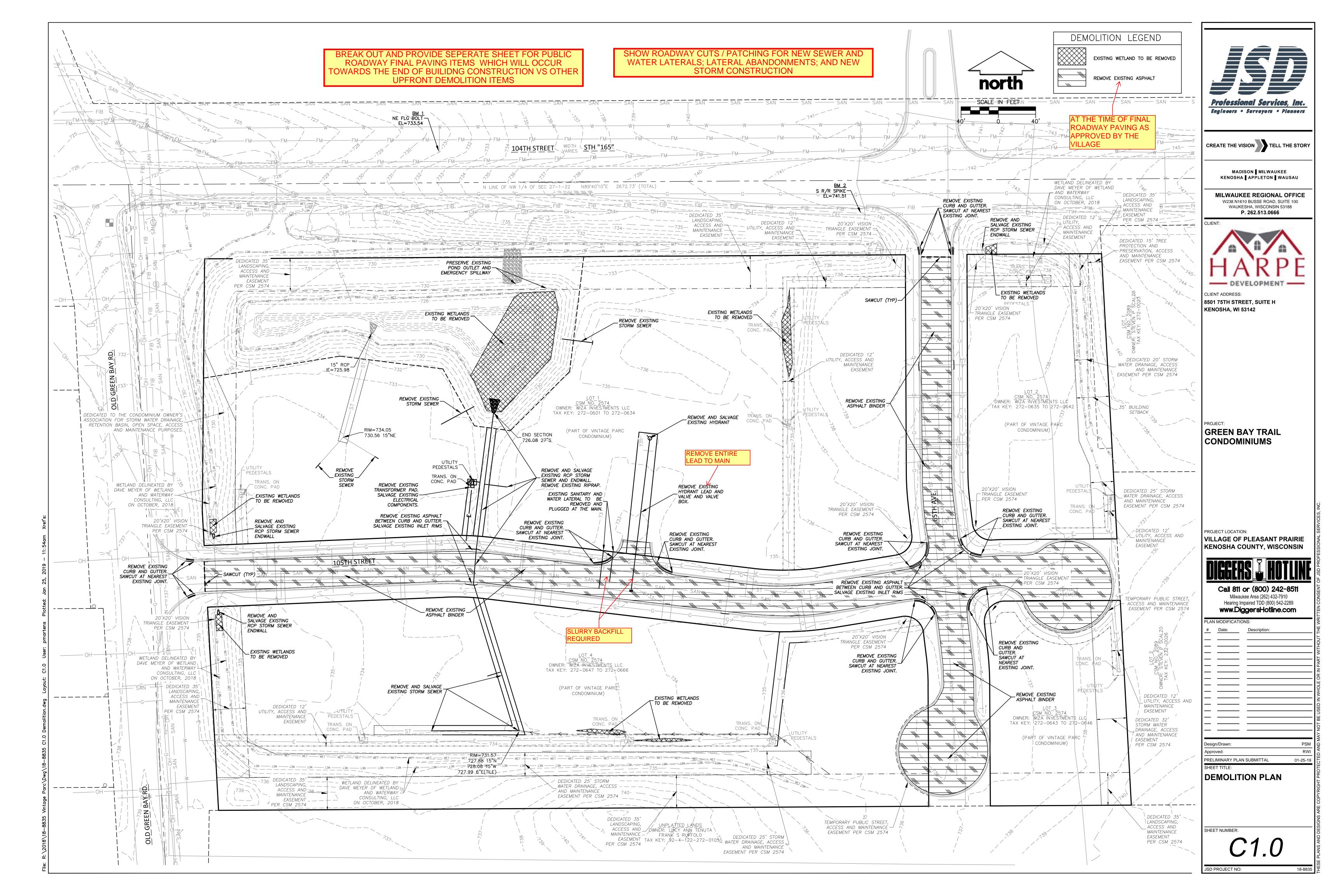


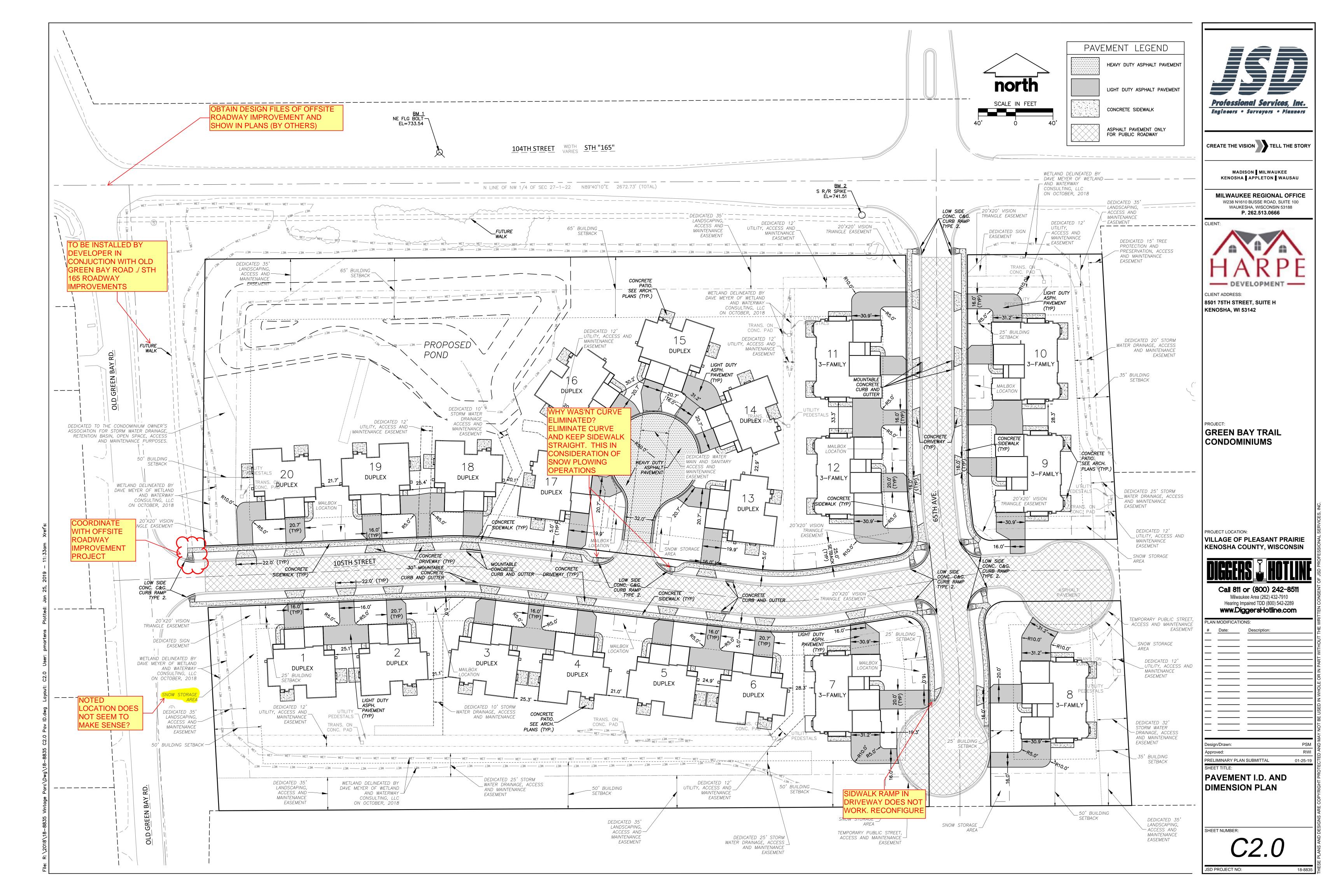
Call 811 or (800) 242-8511 Milwaukee Area (262) 432-7910 Hearing Impaired TDD (800) 542-2289 www.DiggersHotline.com

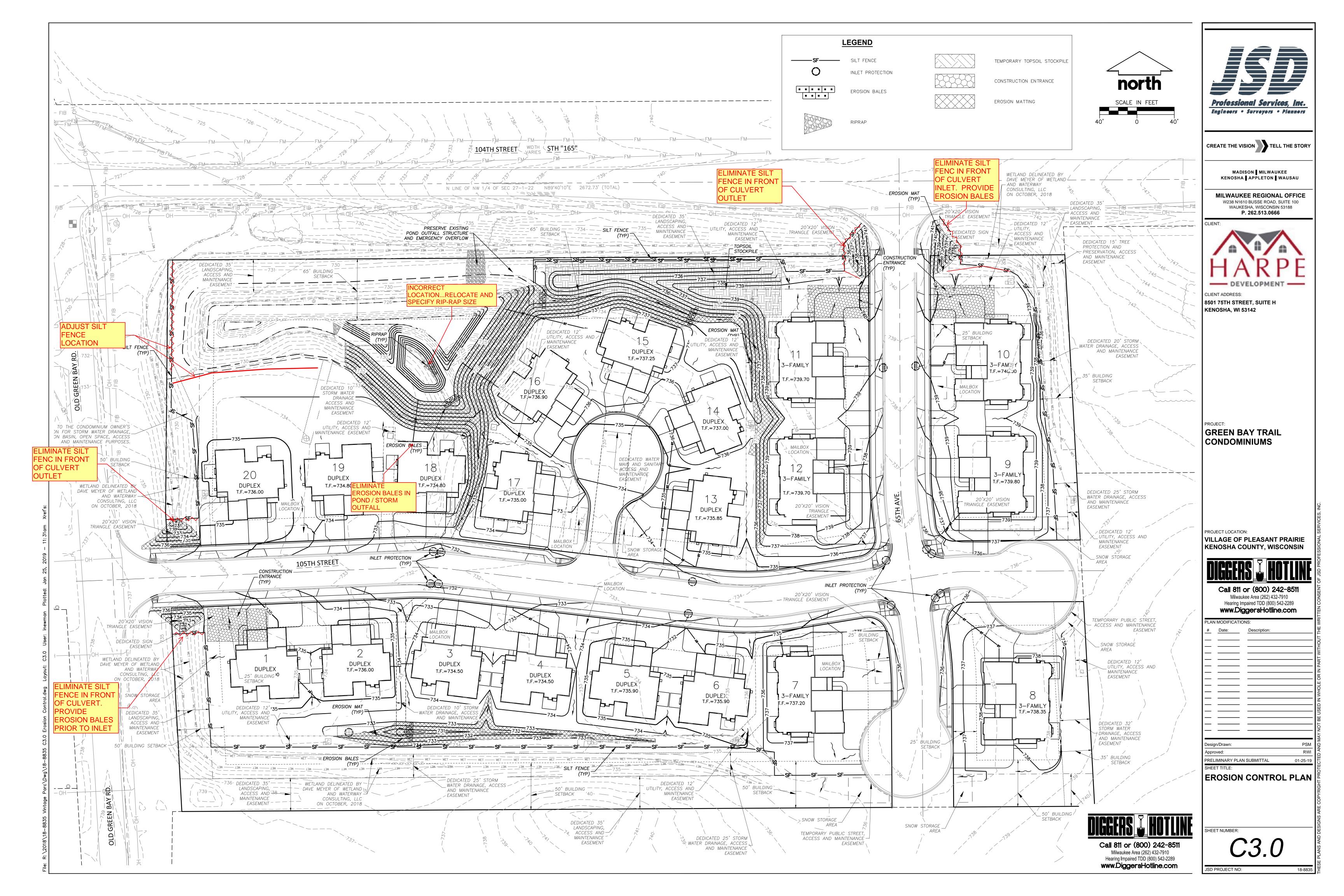
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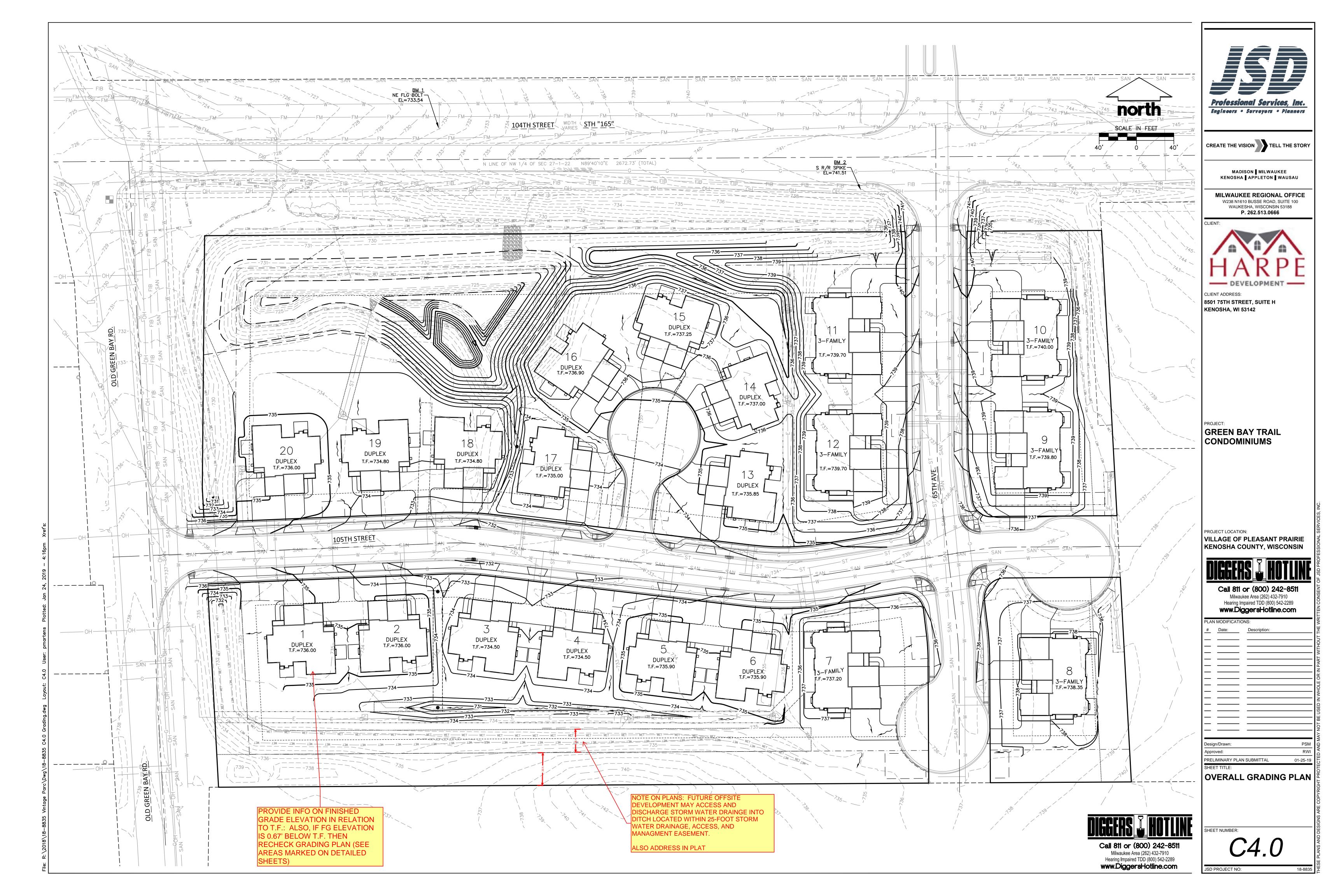
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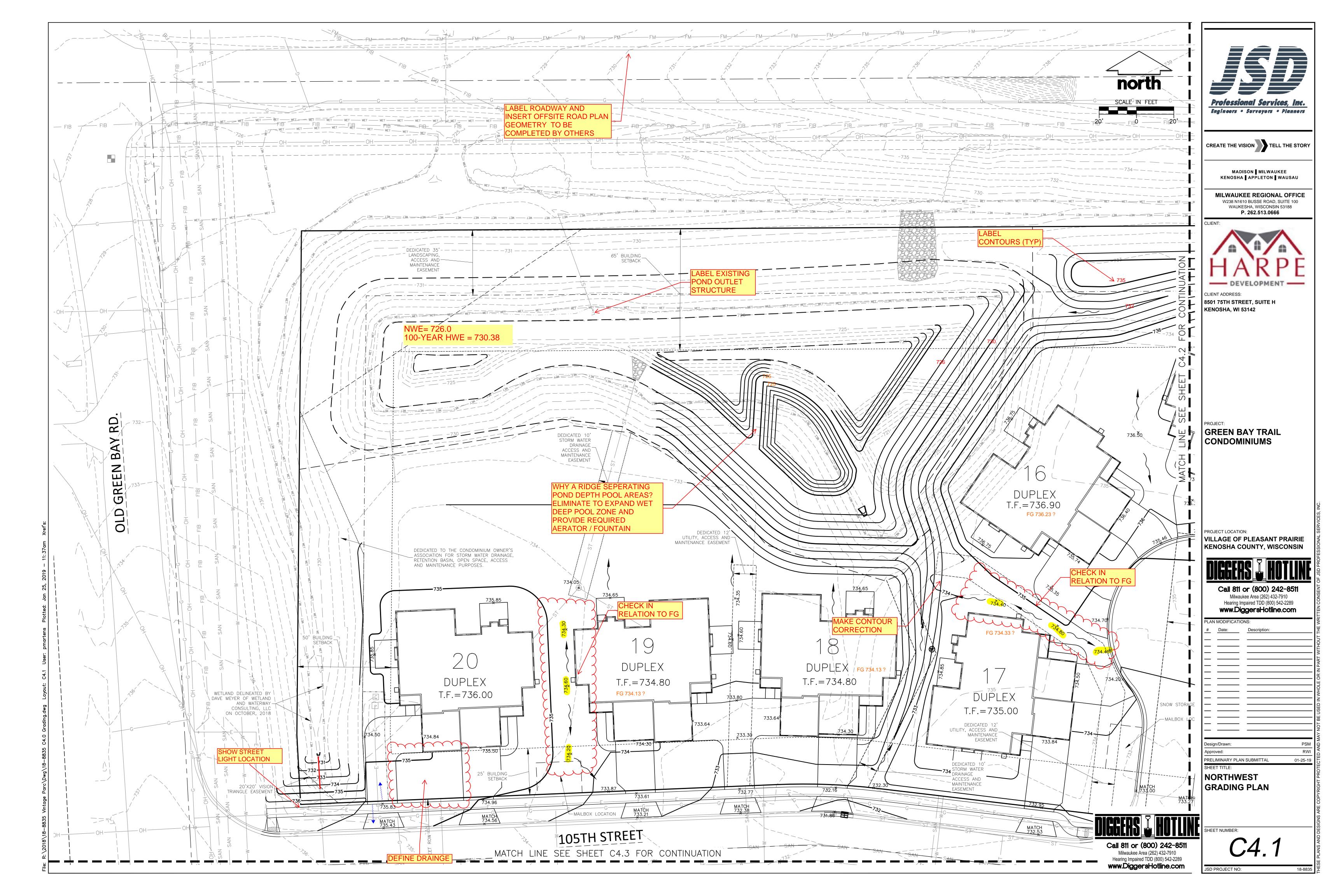


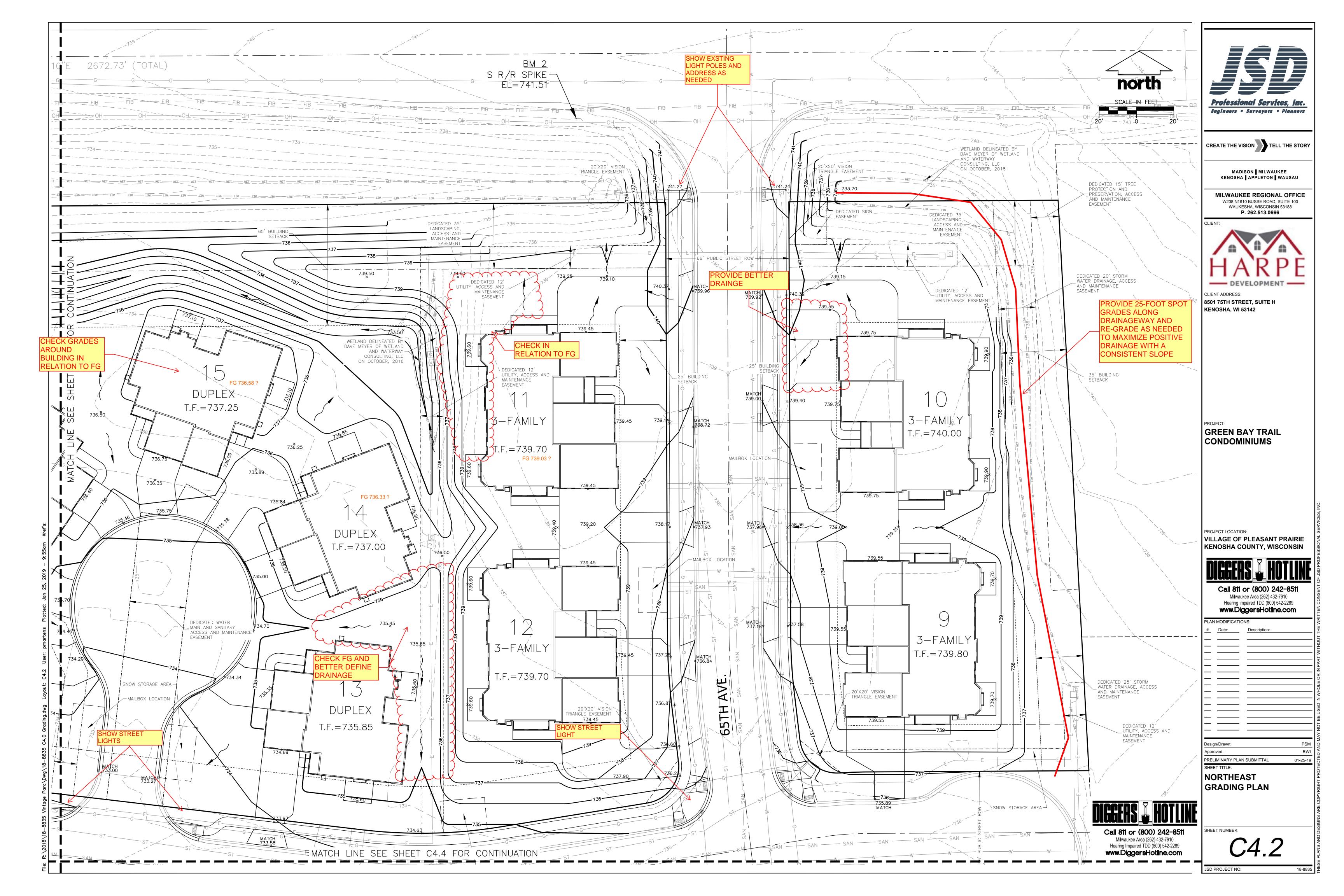


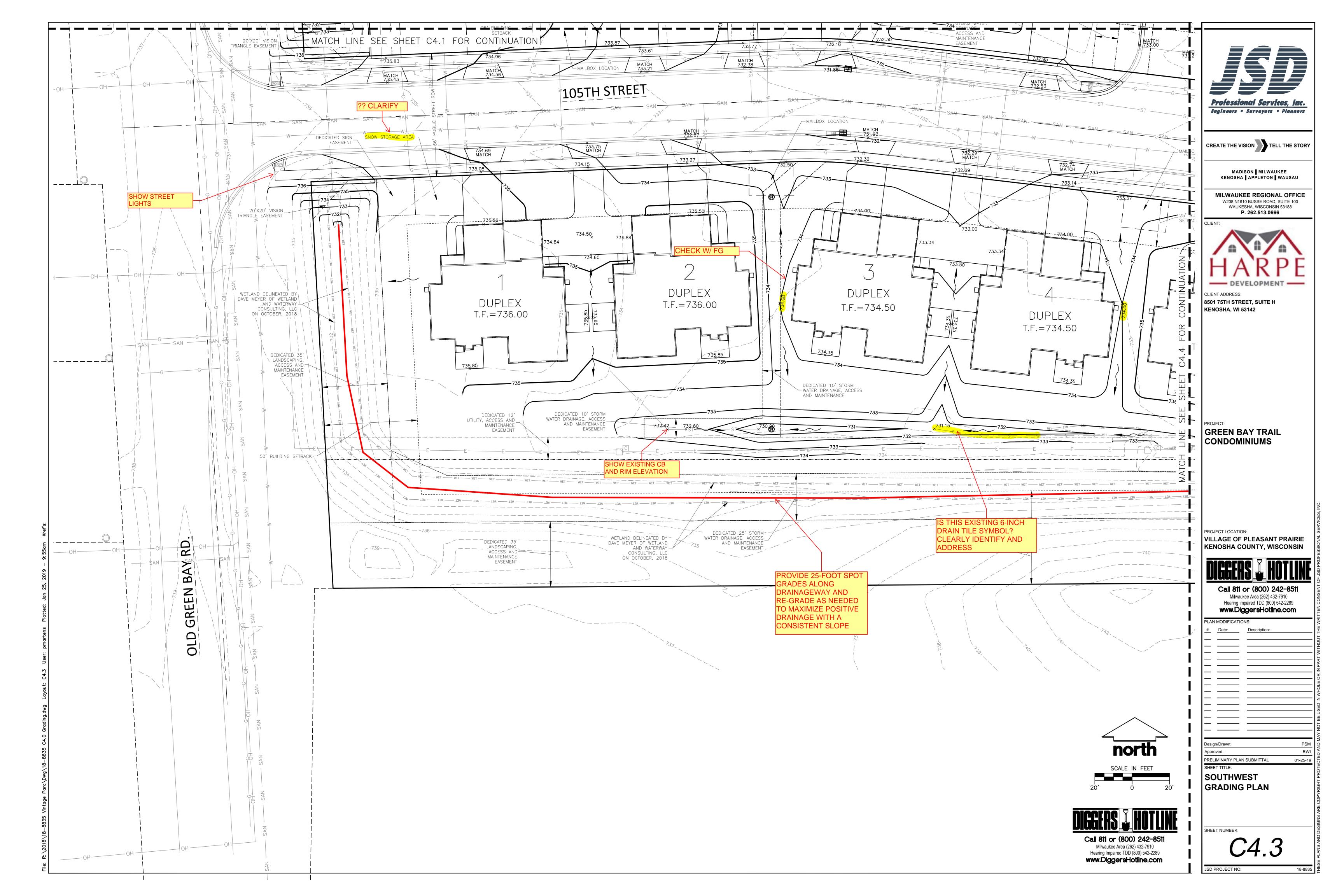


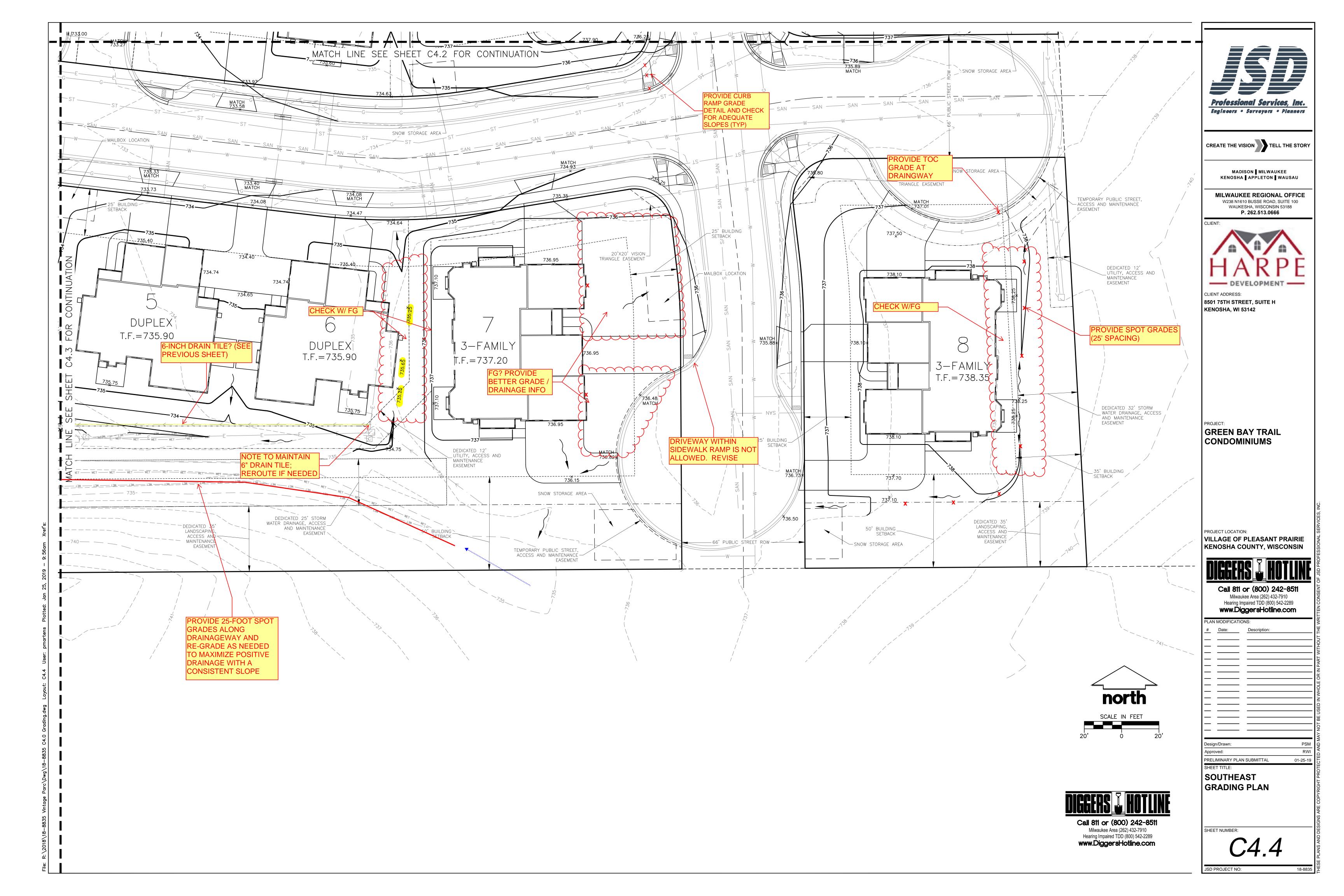


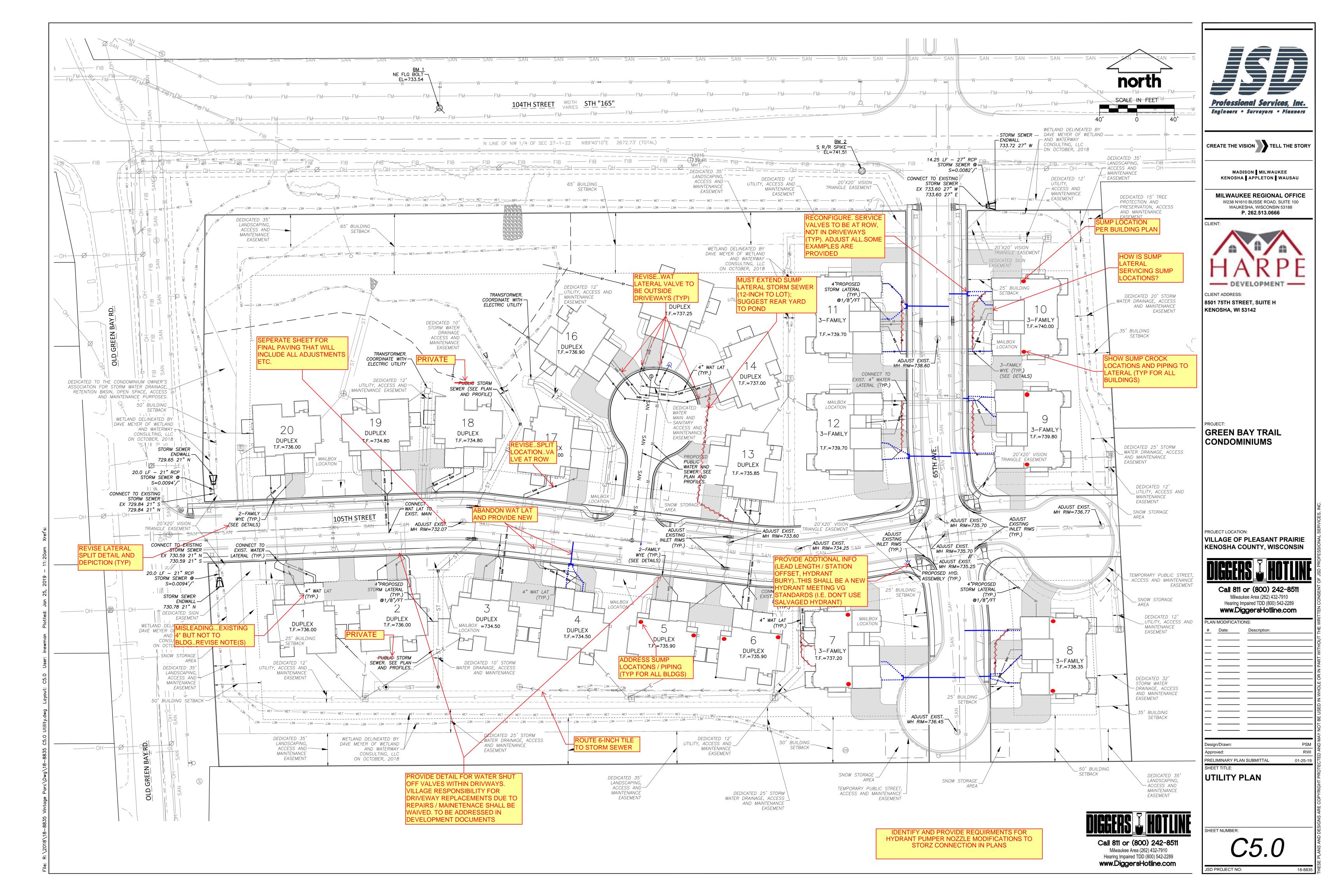


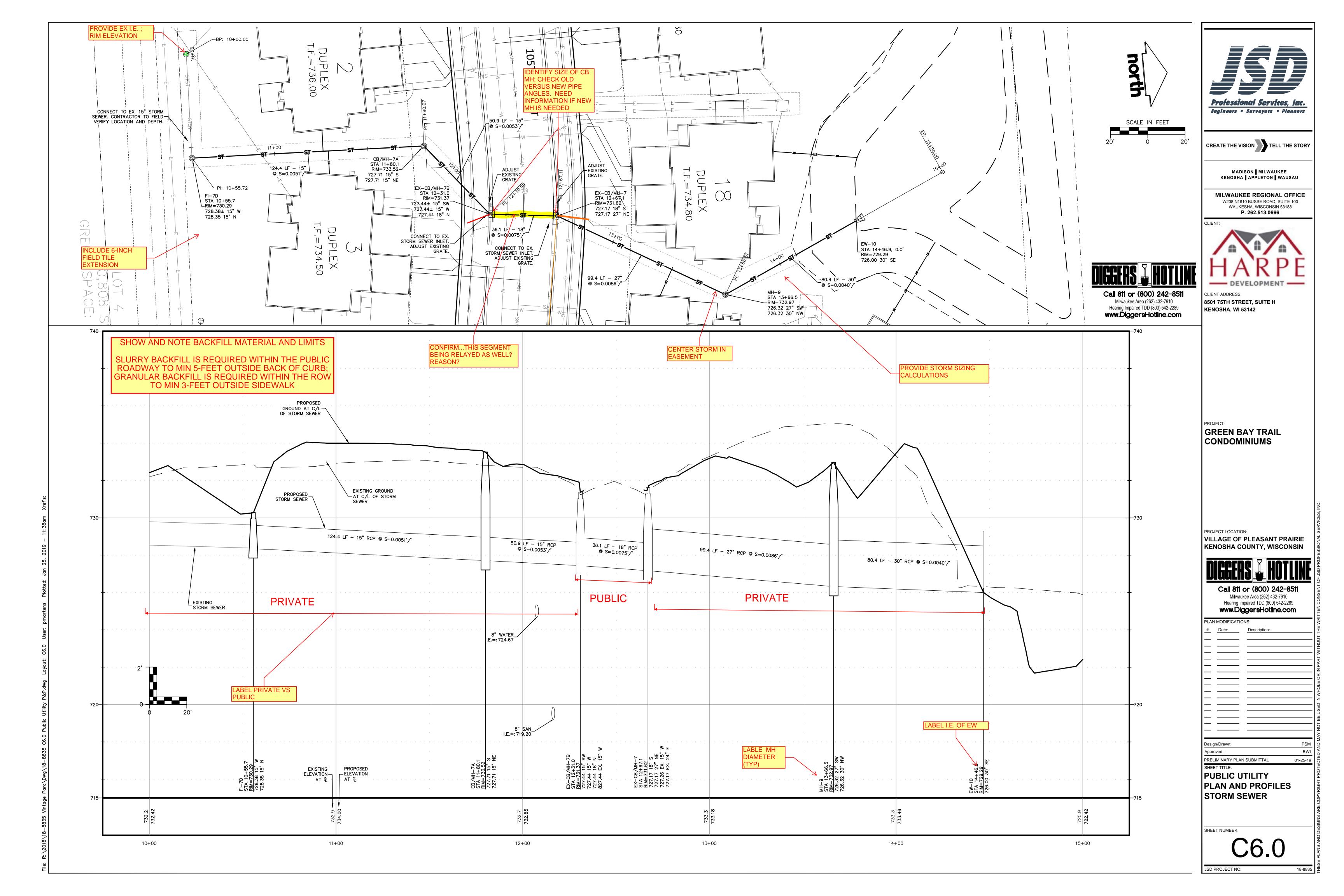


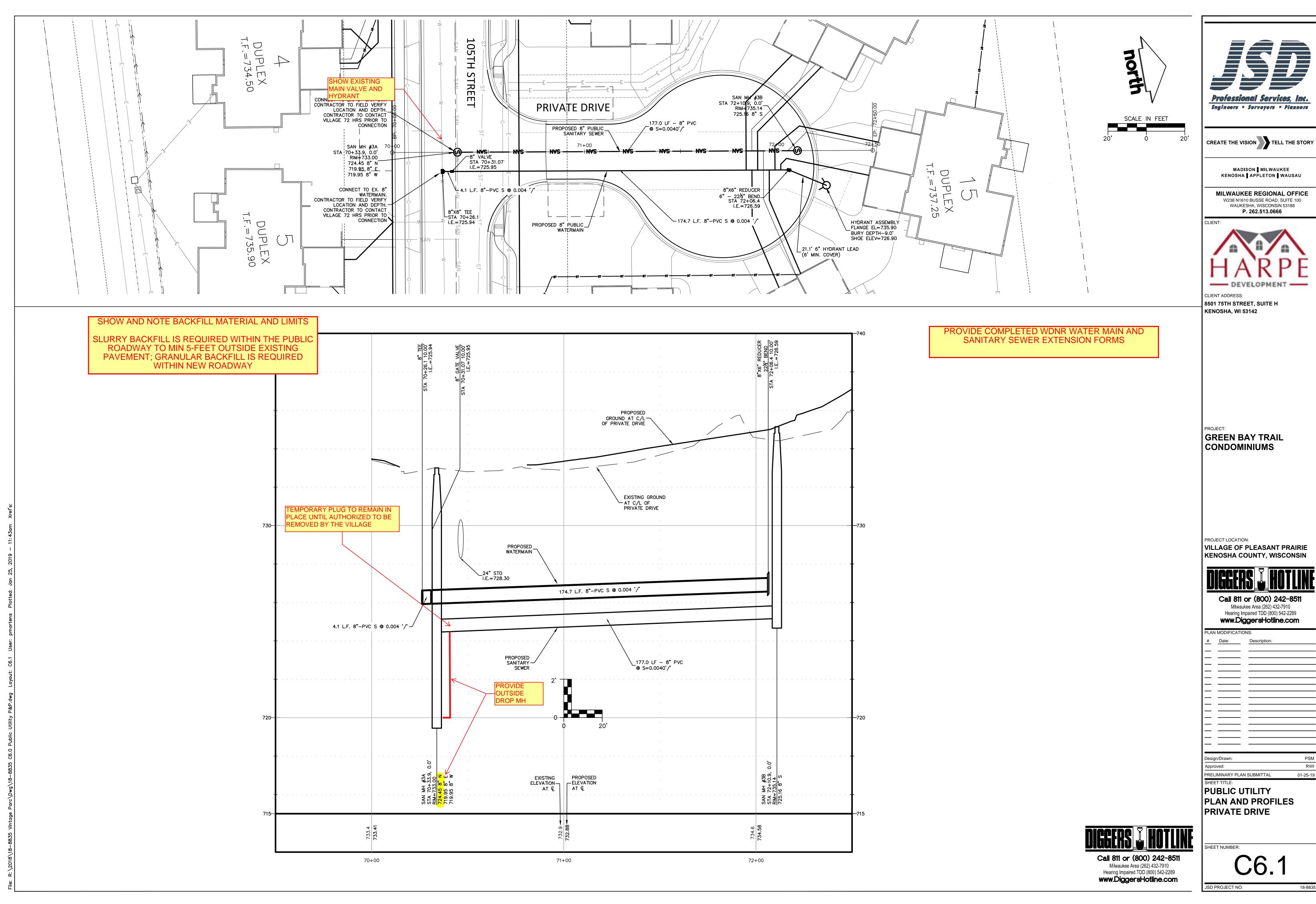














PLAN MODIFIC	ATIONS:	
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PSM RWI 01-25-19

GENERAL NOTES AND SPECIFICATIONS

- MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL OR OTHER GOVERNING AGENCY'S LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., AND THE 2. CONCRETE PAVING SPECIFICATIONS-OWNER'S DIRECTION.
- 2. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY ADDITIONAL SOILS INVESTIGATIONS THEY FEEL IS NECESSARY FOR THE PROPER EVALUATION OF THE SITE FOR PURPOSES OF PLANNING, BIDDING, OR CONSTRUCTING THE PROJECT AT NO ADDITIONAL COST TO THE OWNER.
- 3. THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL.
- 4. THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES DISCOVERED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.
- 5. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO 3. ASPHALTIC CONCRETE PAVING SPECIFICATIONS— COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON THEIR OWN COMPUTATIONS AND UNDER NO CIRCUMSTANCES BE BASED ON THE ENGINEER'S ESTIMATE.
- 6. QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSÉS SHALL BE BINDING ON ALL PARTIES ASSOCIATED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.
- 7. PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE, AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT, OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF WORK ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR
- 8. COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS IN THEIR ENTIRETY AND CERTIFIES THAT THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS; ALL APPLICABLE PERMITS HAVE BEEN OBTAINED; AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE
- 9. SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER SHALL BE NOTIFIED IN WRITING IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES/CONFLICTS SHALL NOT COMMENCE, OR CONTINUE, UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
- 10. THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT. OBTAINING PERMITS, OR DELAYS IN OBTAINING PERMITS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.
- 11. THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND "DIGGER'S HOTLINE" IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS. CONTRACTOR IS RESPONSIBLE TO DETERMINE WHICH ORDINANCES/CODES/RULES/ETC. ARE APPLICABLE.
- 12. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE. 1. INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.
- 13. CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER SUCH THAT DEBRIS IS REMOVED CONTINUOUSLY AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL GOOD HOUSEKEEPING.
- 14. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, JSD, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
- 15. ALL FIELD/DRAIN TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE IMMEDIATELY REPORTED TO ENGINEER/OWNER. TILES ORIGINATING OUTSIDE THE PROJECT LIMITS SHALL BE RECONNECTED OR REROUTED TO MAINTAIN DRAINAGE. ENGINEER/OWNER SHALL DETERMINE THE MOST FAVORABLE METHOD OF RE-ESTABLISHMENT OF OFFSITE DRAINAGE. IF TILE IS ENCOUNTERED DURING TRENCH EXCAVATIONS, RE-ESTABLISHING TILE FUNCTIONALITY SHALL BE CONSIDERED AN INCIDENTAL EXPENSE.

CONSTRUCTION SITE SE UENCING

- I. INSTALL PERIMETER SILT FENCE, EXISTING INLET PROTECTION, AND TEMPORARY CONSTRUCTION ENTRANCE.
- 2. STRIP AND STOCKPILE TOPSOIL, INSTALL SILT FENCE AROUND PERIMETER OF STOCKPILE.
- 3. CONSTRUCT POND AND CONDUCT ROUGH GRADING EFFORTS.
- 4. INSTALL UTILITY PIPING AND STRUCTURES, IMMEDIATELY INSTALL INLET PROTECTION.
- 5. COMPLETE FINAL GRADING, INSTALLATION OF GRAVEL BASE COURSES, PLACEMENT OF CURBS, PAVEMENTS, WALKS, ETC.
- PLACE TOPSOIL AND IMMEDIATELY STABILIZE DISTURBED AREAS WITH EROSION CONTROLS
- 7. EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER THAT MEETS OR EXCEEDS THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES DEFINITION OF 'FINAL STABILIZATION'

CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM 1 AS NEEDED TO COMPLETE CONSTRUCTION IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS.

PAVEMENT STRIPING NOTES

- STRIPING SHALL BE WHITE.
- 2. PROVIDE CONTRACTOR GRADE ACRYLIC, STRIPING PAINT FOR NEW ASPHALT OR COATED ASPHALT. ALL STRIPING SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- THOROUGHLY CLEAN SURFACES FREE OF DIRT, SAND, GRAVEL, OIL AND OTHER FOREIGN MATTER. CONTRACTOR RESPONSIBLE TO INSPECT PAVEMENT SURFACES FOR CONDITIONS AND DEFECTS THAT WILL ADVERSELY AFFECT QUALITY OF WORK, AND WHICH CANNOT BE PUT INTO AN ACCEPTABLE CONDITION THROUGH NORMAL
- 4. DO NOT PLACE MARKING OVER UNSOUND PAVEMENTS. IF THESE CONDITIONS EXIST, NOTIFY OWNER. STARTING INSTALLATION CONSTITUTES CONTRACTOR'S ACCEPTANCE OF SURFACE AS SUITABLE FOR INSTALLATION.
- PROFESSIONALLY MADE TO INDUSTRY STANDARDS. "FREE HAND" PAINTING OF ARROWS, SYMBOLS, OR WORDING SHALL NOT BE ALLOWED. APPLY STRIPES STRAIGHT AND EVEN.
- PROTECT ADJACENT CURBS, WALKS, FENCES, AND OTHER ITEMS FROM RECEIVING PAINT.
- . APPLY MARKING PAINT AT A RATE OF ONE (1) GALLON PER THREE TO FOUR HUNDRED (300–400) LINEAL FEET OF FOUR (4) INCH WIDE STRIPES. (OR TO MFG. SPECIFICATION)
- BARRICADE MARKED AREAS DURING INSTALLATION AND UNTIL THE MARKING PAINT IS DRIED AND READY FOR
- 9. ALL HANDICAPPED ACCESSIBLE PARKING SHALL BE LOCATED PER 2009 IBC 1106.6

PAVEMENT THICKNESS NOTES

ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY 8 STRUCTURE CONSTRUCTION - CURRENT EDITION AND ADDENDUM, APPLICABLE VILLAGE OF PLEASANT PRAIRIE ORDINANCES.

** FINAL PAVEMENT DESIGN TO BE DETERMINED BY OWNER BASED ON GEOTECHNICAL ENGINEER OF RECORD RECOMMENDATIONS. ALL PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER OF RECORDS RECOMMENDATIONS AS SPECIFIED IN THE SAID GEOTECHNICAL

RECOMMENDED PAVEMENT STRUCTURE

ND LOWER LAYER HICKNESSES (TYP)

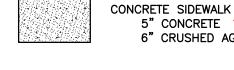
'LOWER LAYER; 2

5" ASPHALTIC CONCRETE LOWER LAYER (LT 58-28 S: 19.0 mm NOMINAL SIZE) UPPER LAYER (LT 58-28 S: 12.5 mm NOMINAL SIZE) 12" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED)

LIGHT DUTY ASPHALT PAVEMENT 3" ASPHALTIC CONCRETE

HEAVY DUTY ASPHALT PAVEMENT

LOWER LAYER (LT 58-28 S: 19.0 mm NOMINAL SIZE) UPPER LAYER (LT 58-28 S: 9.5 mm NOMINAL SIZE) 8" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED)



5" CONCRETE 6" CRUSHED AGGREGATE BASE COURSE



PUBLIC ROADWAY

PPER LAYER 5" ASPHALTIC CONCRETE LOWER LAYER (LT 58-28 S: 19.0 mm NOMINAL SIZE) UPPER LAYER (LT 58-28 S: 9.5 mm NOMINAL SIZE)

PAVING NOTES

- I. THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION 1. ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION AND APPLICABLE VILLAGE OF PLEASANT PRAIRIE ORDINANCES. 8. EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.) OUTSIDE OF

 - CODES AND STANDARDS THE PLACING, CONSTRUCTION AND COMPOSITION OF THE CONCRETE PAVEMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 415 AND 416 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.

CRUSHED AGGREGATE BASE COURSE - THE BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.

SURFACE PREPARATION - NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.

CODES AND STANDARDS - THE PLACING, CONSTRUCTION AND COMPOSITION OF THE ASPHALTIC BASE COURSE AND ASPHALTIC CONCRETE SURFACING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460 AND 465 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, EDITION OF 2005. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.

WEATHER LIMITATIONS - APPLY TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 50° F (10° C) AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35° F (1° C) FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS EXCESS OF MOISTURE. CONSTRUCT ASPHALTIC CONCRETE SURFACE COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40° F (4° C) AND WHEN BASE IS DRY AND WHEN WEATHER IS NOT RAINY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30° F (-1° C).

GRADE CONTROL — ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING

CRUSHED AGGREGATE BASE COURSE - BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS

BINDER COURSE AGGREGATE - THE AGGREGATE FOR THE BINDER COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 315, STATE HIGHWAY SPECIFICATIONS.

SURFACE COURSE AGGREGATE - THE AGGREGATE FOR THE SURFACE COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 465, STATE HIGHWAY SPECIFICATIONS. ASPHALTIC MATERIALS - THE ASPHALTIC MATERIALS SHALL CONFORM TO SECTION 455 AND 460, STATE HIGHWAY

SURFACE PREPARATION - NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.

ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE

GRADING NOTES

OF DISTURBED SOILS DUE TO WEATHER.

SPECIFICATIONS.

- CONTRACTOR SHALL VERIFY ALL GRADES, ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO JSD PROFESSIONAL SERVICES, INC. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
- ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
- 3. ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES. WHILE JSD ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN
- IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE, THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE. • THE CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN
- GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS. GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVIATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE
- 5. THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARDS AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL ENGINEERING SERVICES REPORT FOR SITE COMPACTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PROPER COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONSULTANT WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY
- 6. IN THE EVENT THAT ANY MOISTURE-DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE RETEST THE FAILED AREA AT NO COST TO THE OWNER.
- WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON FILL AREAS IN AN EFFORT TO DRY. CONTRACTOR SHALL CLEARLY FIELD MARK THE EXTERIOR LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CONDITION SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MORE RESTRICTIVE OF: THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL; OR THE MAXIMUM COMPACTION LIFT DEPTH.
- 8. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING
- 9. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY
- SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS. 10. THE SITE SHALL BE COMPLETED TO WITHIN 0.10-FT (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PLACEMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO ALLOW STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
- 11. CONTRACTOR SHALL CONTACT "DIGGER'S HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES
- FROM ANY DAMAGE DURING CONSTRUCTION. . LAYOUT MARKINGS USING GUIDE LINES, TEMPLATES AND FORMS. STENCILS AND TEMPLATES SHALL BE 12. CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH SILT FENCING OR APPROVED EROSION CONTROL METHODS UNTIL CONSTRUCTION IS COMPLETED. CONTRACTOR SHALL PLACE SILT FENCING AT DOWN
 - 13. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
 - 14. WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.

15. CONTRACTOR SHALL COMPLY WITH ALL VILLAGE AND/OR STATE CONSTRUCTION STANDARDS/ORDINANCES.

EROSION AND SEDIMENT CONTROL NOTES

1. ALL CONSTRUCTION SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN WISCONSIN'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER GENERAL PERMIT FOR CONSTRUCTION SITE LAND DISTURBANCE ACTIVITIES. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND VILLAGE OF PLEASANT PRAIRIE ORDINANCE. THESE PROCEDURES AND STANDARDS SHALL BE REFERRED TO AS BEST MANAGEMENT PRACTICES (BMP'S). IT IS THE RESPONSIBILITY OF ALL CONTRACTORS ASSOCIATED WITH THE PROJECT TO OBTAIN A COPY OF, AND UNDERSTAND, THE BMP'S PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.

THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL 7. CONTROL MEASURES AS DIRECTED BY JSD PROFESSIONAL SERVICES, INC. OR GOVERNING AGENCIES SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST

- 3. MODIFICATIONS TO THE APPROVED SWPPP IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS ARE ALLOWED IF MODIFICATIONS CONFORM TO BMP'S. ALL MODIFICATIONS MUST BE APPROVED BY JSD/MUNICIPALITY PRIOR TO DEVIATION OF THE APPROVED PLAN.
- 4. INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND SURFACE COVER, AS SHOWN ON PLAN IN ORDER TO PROTECT ADJACENT PROPERTIES/STORM SEWER SYSTEMS
- 5. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. CONTRACTOR IS RESPONSIBLE TO COORDINATE LOCATION(S) WITH THE PROPER AUTHORITIES, PROVIDE NECESSARY FEES AND OBTAIN ALL REQUIRED APPROVALS OR PERMITS. ADDITIONAL CONSTRUCTION ENTRANCES OTHER THAN AS SHOWN ON THE PLANS MUST BE PRIOR APPROVED BY THE APPLICABLE GOVERNING AGENCIES PRIOR TO INSTALLATION.
- ACCUMULATED SOIL, DIRT AND/OR DUST AFTER THE END OF EACH WORK DAY AND AS REQUESTED BY THE

7. ALL EXISTING STORM SEWER FACILITIES THAT WILL COLLECT RUNOFF FROM DISTURBED AREAS SHALL BE

PAVED SURFACES ADJACENT TO CONSTRUCTION ENTRANCES SHALL BE SWEPT AND/OR SCRAPED TO REMOVE

- BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION. DISCHARGE TRENCH WATER INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH BMP'S
- PRIOR TO RELEASE INTO STORM SEWER OR DITCHES.

SWALES SHALL BE KEPT CLEAN AND FREE OF SEDIMENTATION AND DEBRIS.

PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.

THE PERIMETER CONTROLS SHALL INCORPORATE THE FOLLOWING:

PROJECT LIMITS.

- 9. AT A MINIMUM, SEDIMENT BASINS AND NECESSARY TEMPORARY DRAINAGE PROVISIONS SHALL BE CONSTRUCTED AND OPERATIONAL BEFORE BEGINNING OF SIGNIFICANT MASS GRADING OPERATIONS TO PREVENT OFFSITE DISCHARGE OF UNTREATED RUNOFF.
- 10. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR INSPECTION AND REPAIR DURING CONSTRUCTION. THE OWNER WILL BE RESPONSIBLE IF EROSION CONTROL IS REQUIRED AFTER THE CONTRACTOR HAS COMPLETED THE
- 11. TOPSOIL STOCKPILES SHALL HAVE A BERM OR TRENCH AROUND THE CIRCUMFERENCE AND PERIMETER SILT FENCE TO CONTROL SILT. IF TOPSOIL STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IS REQUIRED.
- 12. EROSION CONTROL MEASURES TEMPORARILY REMOVED FOR UNAVOIDABLE CONSTRUCTION ACTIVITIES SHALL BE IN WORKING ORDER PRIOR TO THE COMPLETION OF EACH WORK DAY.
- 13. MAINTAIN SOIL EROSION CONTROL DEVICES THROUGH THE DURATION OF THIS PROJECT. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBANCES ASSOCIATED WITH EROSION CONTROL REMOVAL SHALL BE IMMEDIATELY STABILIZED.
- 14. PUMPS MAY BE USED AS BYPASS DEVICES. IN NO CASE SHALL PUMPED WATER BE DIVERTED OUTSIDE THE
- 15. GRADING EFFORTS SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. EROSION AND SEDIMENT CONTROL MEASURES SHALL CONSIDER THE TIME OF YEAR, SITE CONDITIONS, AND THE USE OF TEMPORARY OR PERMANENT MEASURES. ALL DISTURBED AREAS THAT WILL NOT BE WORKED FOR A PERIOD OF THIRTY (30) DAYS REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH TECHNICAL STANDARDS.
- 16. ALL DISTURBED SLOPES EXCEEDING 4:1 YET LESS THAN 3:1, SHALL BE STABILIZED WITH NORTH AMERICAN GREEN S75BN EROSION MATTING (OR APPROVED EQUAL) AND DISTURBED SLOPES EXCEEDING 3:1 YET LESS THAN 2:1 SHALL BE STABILIZED WITH NORTH AMERICAN GREEN C125BN (OR APPROVED EQUAL) OR APPLICATION OF AN APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF. AS REQUIRED. EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES.
- 17. DURING PERIODS OF EXTENDED DRY WEATHER, THE CONTRACTOR SHALL KEEP A WATER TRUCK ON SITE FOR THE PURPOSE OF WATERING DOWN SOILS WHICH MAY OTHERWISE BECOME AIRBORNE. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE.
- 18. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE VISUALLY INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM ON A DAILY BASIS.
- 19. QUALIFIED PERSONNEL (PROVIDED BY THE GENERAL/PRIME CONTRACTOR) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED AND EROSION AND SEDIMENT CONTROLS WITHIN 24 HOURS OF ALL 0.5-INCH, OR MORE, PRECIPITATION EVENTS WITH A MINIMUM INSPECTION INTERVAL OF ONCE EVERY SEVEN (7) CALENDAR DAYS IN THE ABSENCE OF A QUALIFYING RAIN OR SNOWFALL EVENT. REPORTING SHALL BE IN ACCORDANCE WITH PART IV D.4. (a-f). OF THE NPDES GENERAL PERMIT. CONTRACTOR SHALL IMMEDIATELY ARRANGE TO HAVE ANY DEFICIENT ITEMS REVEALED DURING INSPECTIONS REPAIRED/REPLACED.
- 20. THE FOLLOWING MAINTENANCE PRACTICES SHALL BE USED TO MAINTAIN, IN GOOD AND EFFECTIVE OPERATING CONDITIONS, VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES, AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THIS PLAN. UPON IDENTIFICATION, DEFICIENCIES IN STORMWATER CONTROLS SHALL BE ADDRESSED IMMEDIATELY. THE MAINTENANCE PROCEDURES FOR THIS DEVELOPMENT SHALL INCLUDE, BUT NOT BE LIMITED TO THE BELOW.
- <u>SILT FENCE</u> REPAIR OR REPLACE ANY DAMAGED FILTER FABRIC AND/OR STAKES. REMOVE ACCUMULATED
- SEDIMENT WHEN IT HAS REACHED ONE-HALF THE ABOVE GROUND HEIGHT OF THE FENCE. CONSTRUCTION ENTRANCE - AS NEEDED, ADD STONE TO MAINTAIN CONSTRUCTION ENTRANCE DIMENSIONS <u>DITCH CHECK (STRAW BALES)</u> - RE-SECURE STAKES; ADJUST OR REPOSITION BALES TO ADDRESS PROPER
- FLOW OF STORMWATER; AND REMOVE ACCUMULATED SEDIMENT WHEN IT HAS REACHED ONE-HALF THE HEIGHT OF THE BALE. EROSION CONTROL MATTING - REPAIR MATTING IMMEDIATELY IF INSPECTION REVEALS BREACHED OR FAILED
- CONDITIONS. REPAIR AND RE-GRADE SOIL WHERE CHANNELIZATION HAS OCCURRED. DIVERSION BERM/SWALE - REPLACE OR RE-COMPACT THE CONSTRUCTION MATERIALS AS NECESSARY. INLET PROTECTION - CLEAN, REPAIR OR REPLACE FILTER FABRIC AND/OR STONE WHEN CONTROL MEASURE
- IS CLOGGED. INLET FILTER BAGS SHALL BE REPLACED ONCE BAG BECOMES ONE-HALF FULL OF SEDIMENT. ADDITIONAL POLLUTANT CONTROL MEASURES TO BE IMPLEMENTED DURING CONSTRUCTION ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING.
- CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF. THIS INCLUDES ALL CONSTRUCTION SITE WASTE ENSURE THAT NO MATERIAL WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURIED, DUMPED, BURNED, OR DISCHARGED TO THE WATERS OF THE STATE. VEHICLES HAULING MATERIAL AWAY FROM THE SITE SHALL BE COVERED WITH A TARPAULIN TO PREVENT BLOWING DEBRIS.
- <u>DUST CONTROL</u> SHALL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS: COVERING 30% OR MORE OF THE SOIL SURFACE WITH A NON-ERODIBLE MATERIAL B. ROUGHENING THE SOIL TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND. RIDGES SHALL BE
- AT LEAST SIX (6) INCHES IN HEIGHT. FREQUENT WATERING OF EXCAVATION AND FILL AREAS. D. PROVIDING GRAVEL OR PAVING AT ENTRANCE/EXIT DRIVES, PARKING AREAS AND TRANSIT PATHS. STREET SWEEPING SHALL BE PERFORMED TO IMMEDIATELY REMOVE ANY SEDIMENT TRACKED ON PAVEMENTS.

DRAIN TILE GENERAL SPECIFICATIONS

- THE DRAIN TILE CONDUIT AND FITTINGS SHALL MEET STRENGTH AND DURABILITY REQUIREMENTS FOR THE SITE ALL CONDUITS AND FITTINGS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE APPROPRIATE SPECIFICATIONS PUBLISHED BY THE AMERICAN SOCIETY FOR TESTING AND MATERIALS. CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) CONDUIT AND FITTINGS SHALL MEET THE REQUIREMENTS OF ASTM M252. CONDUIT TYPE (SINGLE WALL OR DUAL WALL) SHALL INSTALLED PER THE LOCATIONS SHOWN IN THE PLANS. CONTRACTOR MAY SUBSTITUTE DUAL WALL CONDÚIT AT LOCATIONS SPECIFIED FOR SINGLE WALL CONDUIT AT THE SOLE EXPENSE OF THE CONTRACTOR.
 - SINGLE WALL CONDUIT SHALL BE TYPE CP WITH CLASS II PERFORATION PATTERN. • DUAL WALL CONDUIT SHALL BE TYPE SP WITH A SMOOTH INTERIOR THAT CARRIES A MAXIMUM MANNING'S N VALUE OF 0.12 WITH CLASS II PERFORATION PATTERN.
- ALL DRAIN TILE CONSTRUCTION MUST BE PROVIDED WITH TRACER WIRE OR OTHER APPROVED METHODS IN ORDER TO BE LOCATED IN ACCORD WITH 182.0715(2R) OF THE STATUTES. CONTRACTOR SHALL PROVIDE JSD & THE OWNER NOTICE OF LOCATION METHOD PRIOR TO THE START OF CONSTRUCTION.
- THE MINIMUM DEPTH OF COVER (FINISH GRADE TO TOP PIPE) SHALL BE:
- CONCRETE PAVED AREAS 2.0-FT • ASPHALT PAVED AREAS - 2.5-FT
- BEHIND CURB 0.5-FT • OTHER LANDSCAPED/GRASS/PERVIOUS AREAS - 2.0-FT
- 4. A MAXIMUM TRENCH WIDTH OF 2-FT SHALL BE MAINTAINED FOR ALL DRAIN TILE INSTALLATION WITH THE EXCEPTION OF CONNECTION POINTS TO THE EXISTING STORM SEWER SYSTEM IN WHICH CASE THE CONTRACTOR SHALL LIMIT DISTURBANCE AS POSSIBLE.
- CONNECTION TO THE EXISTING STORM SEWER SYSTEM SHALL ACHIEVED BY CORING THE EXISTING REINFORCED CONCRETE STORM SEWER STRUCTURES OR PIPING TO THE DIAMETER NECESSARY TO ACCOMMODATE A PERMANENT CONNECTION. ALL CONNECTIONS TO THE EXISTING REINFORCED CONCRETE STORM SEWER SHALL BE ACHIEVED BY THE USE OF KOR-N-SEAL CONNECTORS, OR EQUAL.
- 6. FOR TRENCH INSTALLATIONS OF CORRUGATED PLASTIC CONDUIT (OTHER THAN BEHIND CURB LOCATIONS), THE FOLLOWING BEDDING METHODS ARE REQUIRED:
 - A STONE BEDDING LAYER, AT LEAST 3 IN. THICK, USING A CLEAR STONE SHALL BE INSTALLED TO PROVIDE CONDUIT SUPPORT. • COMPACT BEDDING MATERIAL BESIDE AND TO THE UPPER (TOP) LIMITS OF BASE COURSE IN PAVED AREAS OR TOP OF CLAY (BOTTOM OF TOPSOIL LAYER) ABOVE THE CONDUIT ..
- ANY HARD OBJECTS LARGER THAN 1.5 IN. IN DIAMETER EXPOSED WITHIN THE TRENCH BOTTOM OR WALLS SHALL BE REMOVED TO PREVENT UNDUE STRESSES ON THE CONDUIT AND FITTINGS.
- PRE MANUFACTURED FITTINGS (SUCH AS: WYES, TEES, BENDS, CAPS, ETC) OF THE SAME MATERIAL AS THE CONDUIT SHALL BE USED AT ALL CONNECTIONS AND DEFLECTIONS GREATER THAN 22.5 DEGREES. 9. IF NOT CONNECTED TO A STRUCTURE, THE UPPER END OF EACH SUBSURFACE DRAIN TILE SHALL BE CAPPED
- WITH A TIGHT-FITTING EXTERNAL CAP OF THE SAME MATERIAL AS THE CONDUIT. EXISTING INLET PROTECTION) PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING 10. AT ALL TIMES THE DRAIN TILE SYSTEM SHALL BE KEPT CLEAN AND PROTECTED AGAINST UNDERMINING OF THE CONDUIT AND DAMAGE DURING CONSTRUCTION. TYPICAL UNDERMINING INCLUDES ENTRY OF CONSTRUCTION MATERIALS, TRASH, AND RODENTS INTO THE CONDUIT.

PROTECTED TO PREVENT SEDIMENT DEPOSITION WITHIN STORM SEWER SYSTEMS. INLET PROTECTION SHALL BE UTILITY NOTES IMMEDIATELY FITTED AT THE INLET OF ALL INSTALLED STORM SEWER. ALL INLETS, STRUCTURES, PIPES, AND

- EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BI ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND/OR TO AVOID DAMAGE THERETO. CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.
- . ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN (WISCONSIN LATEST EDITION AND ADDENDUM) AND ALL STATE AND LOCAL CODES AND SPECIFICATIONS. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS AND CODES APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE LOCAL AND STATE
- 3. UTILITY CONSTRUCTION AND SPECIFICATIONS SHALL COMPLY WITH THE VILLAGE OF PLEASANT PRAIRE SPECIAL PROVISIONS AND WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES DSPS 382.
- TRACER WIRES SHALL BE INSTALLED AS NECESSARY IN ACCORD WITH 182.0715(2R) OF THE STATE STATUTES AND VILLAGE OF PLEASANT PRAIRE REQUIREMENTS. 5. LENGTHS OF PROPOSED UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM

PLAN. LENGTHS ARE SHOWN FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR IS SOLELY RESPONSIBLE FOR

- COMPUTATIONS OF MATERIALS REQUIRED TO COMPLETE WORK. LENGTHS SHALL BE FIELD VERIFIED DURING CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT EXISTING UTILITY COVERS (SUCH AS MANHOLE COVERS, VALVE
- BOX COVERS, ETC.) TO MATCH FINISHED GRADES OF THE AREAS DISTURBED DURING CONSTRUCTION. CONTRACTOR SHALL FIELD VERIFY LOCATIONS, ELEVATIONS, AND SIZES OF PROPOSED UTILITIES AND CHECK ALL

UTILITY CROSSINGS FOR CONFLICTS PRIOR TO ATTEMPTING CONNECTIONS AND BEGINNING UTILITY CONSTRUCTION.

8. STORM SEWER SPECIFICATIONS -STORM SEWER TO BE CONSTRUCTED PER VS-0300 VILLAGE OF PLEASANT PRAIRIE STANDARD CONSTRUCTION

PIPE - REINFORCED CONCRETE PIPE (RCP) SHALL MEET THE REQUIREMENTS OF ASTM CLASS IV (MINIMUM) C-76 WITH RUBBER GASKET JOINTS CONFÓRMING TO ASTM C-443; HIGH DENSITY DUAL-WALL POLYETHYLENE N-12 CORRUGATED PIPE (HDPE) SHALL BE AS MANUFACTURED BY ADS OR EQUAL WITH WATER TIGHT JOINTS, AND SHALL MEET THE REQUIREMENTS OF AASHTO DESIGNATION M-294 TYPE "S", OR POLYVINYL CHLORIDE (PVC) - CLASS PS46 MEETING AASHTO M278, AS NOTED. IF HDPE PIPE IS USED FOR POND OUTFALLS, A MINIMUM OF THREE (3) SECTIONS (2 STRAPS) SHALL BE STRAPPED TOGETHER.

INLETS/CATCH BASINS - INLETS/CATCH BASINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NO. 25 OF THE "STANDARD SPECIFICATIONS". FRAME & GRATE SHALL BE NEENAH R-2501 WITH TYPE G GRATE, OR EQUAL. CURB FRAME & GRATE SHALL BE NEENAH R-3067, OR EQUAL

BACKFILL AND BEDDING - STORM SEWER SHALL BE CONSTRUCTED WITH GRAVEL BACKFILL AND CLASS "B" BEDDING IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.43.5 OF THE "STANDARD SPECIFICATIONS".

MANHOLE FRAMES AND COVERS - MANHOLE FRAMES AND COVERS SHALL BE NEENAH R-1580 WITH SELF SEALING LIDS, NON-ROCKING OR EQUAL.

FIELD TILE CONNECTION — ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE INCLUDED IN THE UNIT PRICE(S) FOR STORM SEWER. TILE LINES CROSSED BY THE TRENCH SHALL BE REPLACED WITH THE SAME MATERIAL AS THE STORM SEWER.

WATER MAIN TO BE CONSTRUCTED PER VS-0100 AND VS-0400 OF THE VILLAGE OF PLEASANT PRAIRIE STANDARD CONSTRUCTION SPECIFICATION. (SEE PLAN SHEETS C7.8 TO C7.10)

9. WATER MAIN SPECIFICATIONS -

INSPECTIONS

SPECIFICATION, EXCEPT AS MODIFIED BELOW.

10. SANITARY SEWER SPECIFICATIONS -SANITARY SEWER TO BE CONSTRUCTED PER VS-0100 AND VS-0200 OF THE VILLAGE OF PLEASANT PRAIRIE

- STANDARD CONSTRUCTION SPECIFICATION. (SEE PLAN SHEETS C7.5 TO C7.7) 1. WATER MAIN, SANITARY FORCE MAIN, AND SANITARY SEWER SHALL BE INSULATED WHEREVER THE DEPTH OF COVER IS LESS THAN 6 FEET. INSULATION AND PLACING OF INSULATION SHALL CONFORM TO CHAPTER 4.17.0 "INSULATION" OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN 6TH EDITION UPDATED WITH ITS LATEST ADDENDUM (TYP.).
- 12. TRACER WIRE SHALL BE INSTALLED ALONG THE SANITARY SEWER SERVICE. THE TRACER WIRE SHALL BE CONTINUOUS AND SHALL BE EXTENDED ABOVE GRADE VIA A 4-INCH PVC PIPE WITH SCREW-ON CAP ADJACENT TO THE PROPOSED TERMINATION POINT OF THE LATERAL FOR THE PROPOSED BUILDING.
- 13. THE CONTRACTOR SHALL CONTACT THE VILLAGE OF PLEASANT PRAIRE ENGINEERING DEPARTMENT 72-HOURS IN ADVANCE OF SANITARY, WATER AND STORM CONNECTIONS TO THE VILLAGE-OWNED SYSTEM TO SCHEDULE

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CLIENT ADDRESS:

KENOSHA, WI 53142

GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION: VILLAGE OF PLEASANT PRAIRIE



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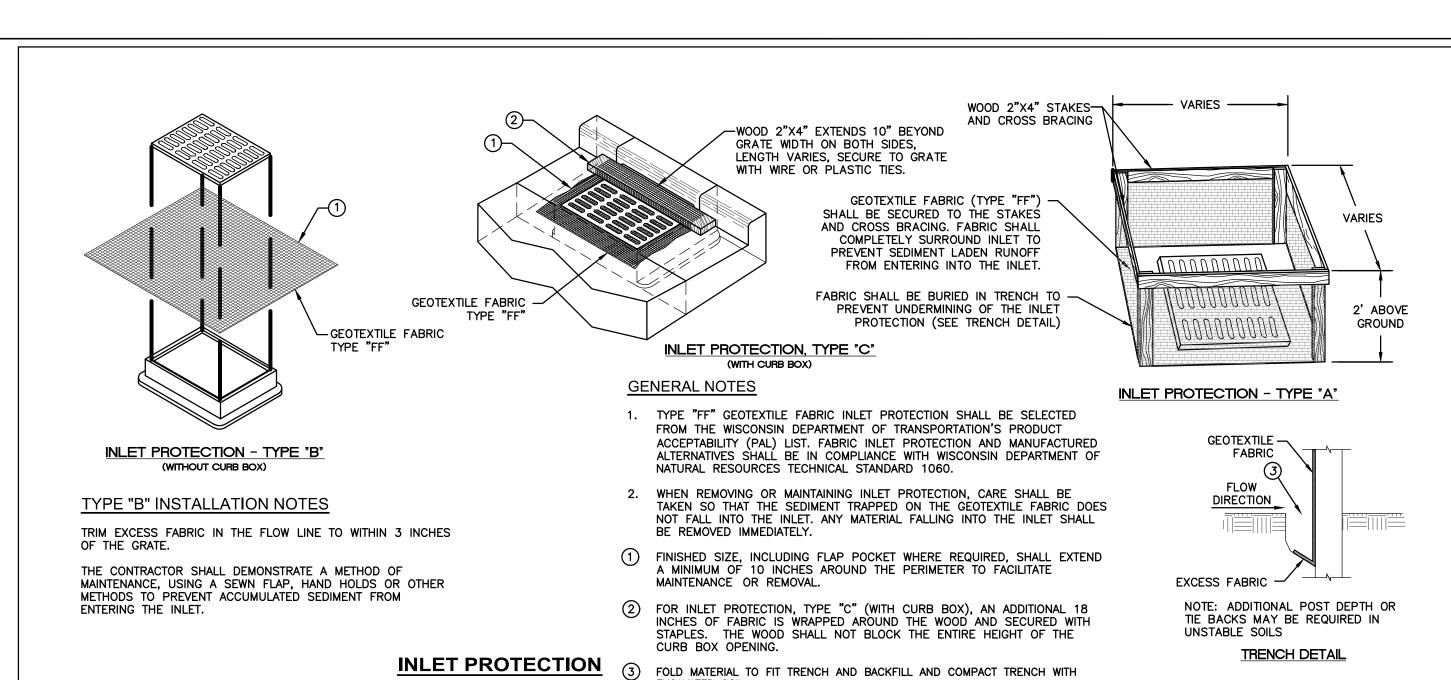
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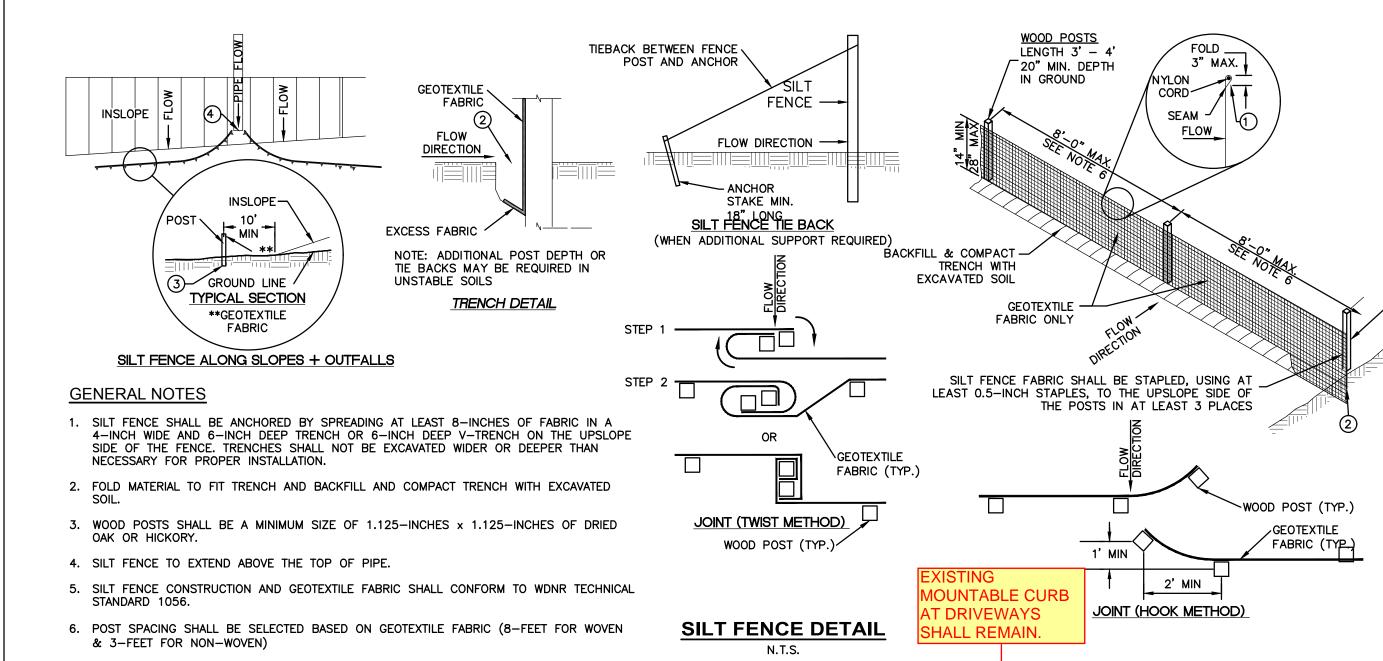
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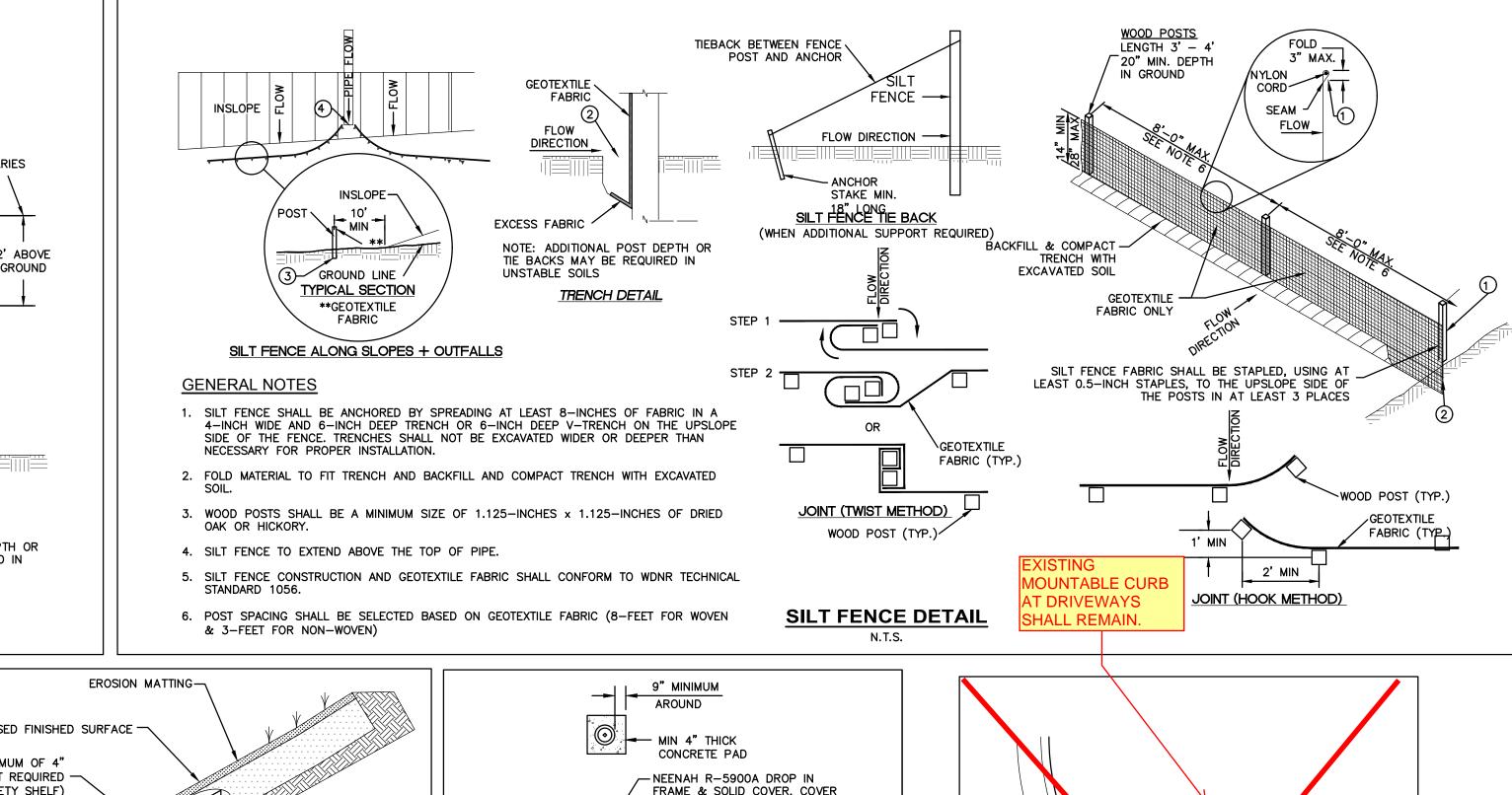
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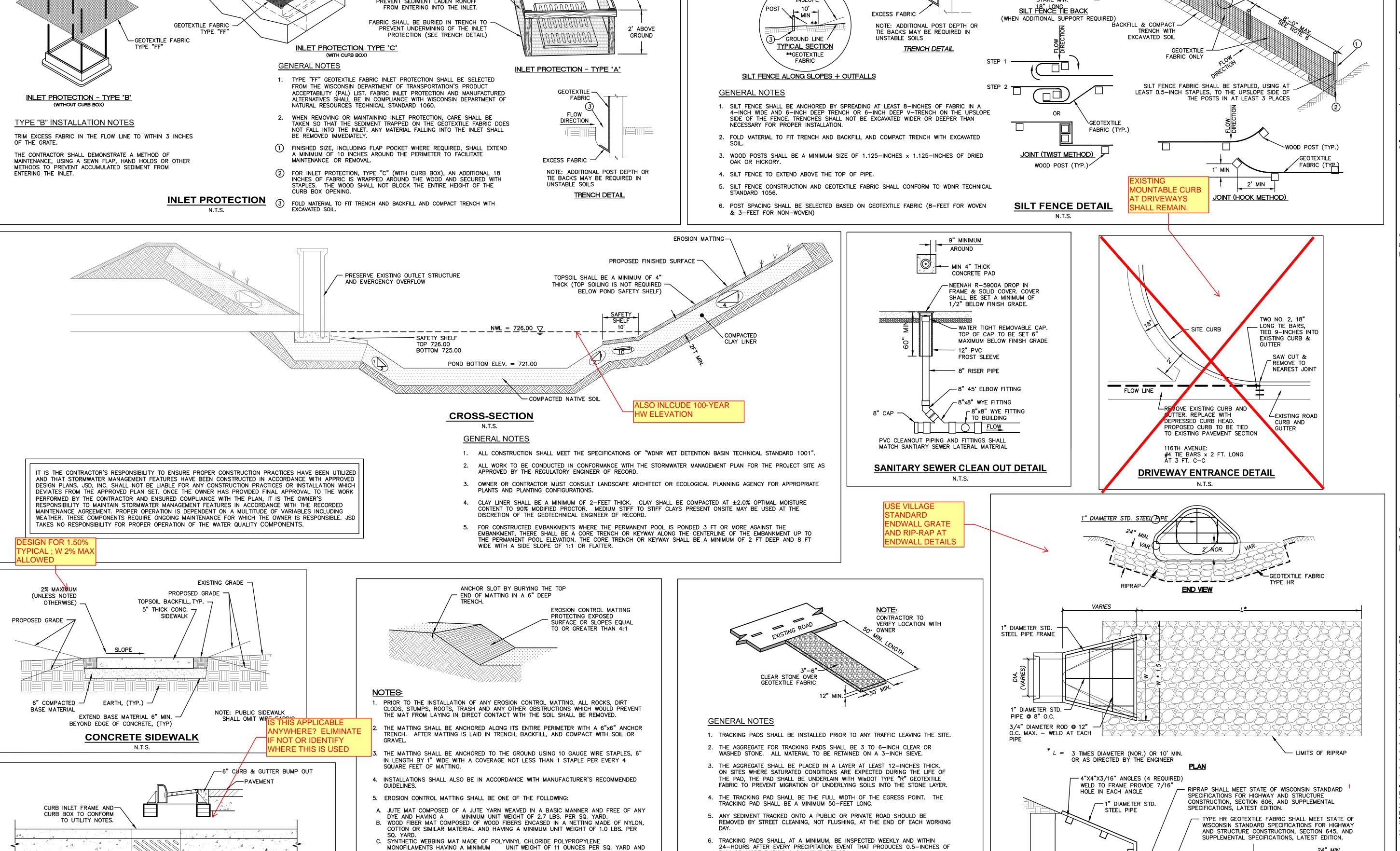
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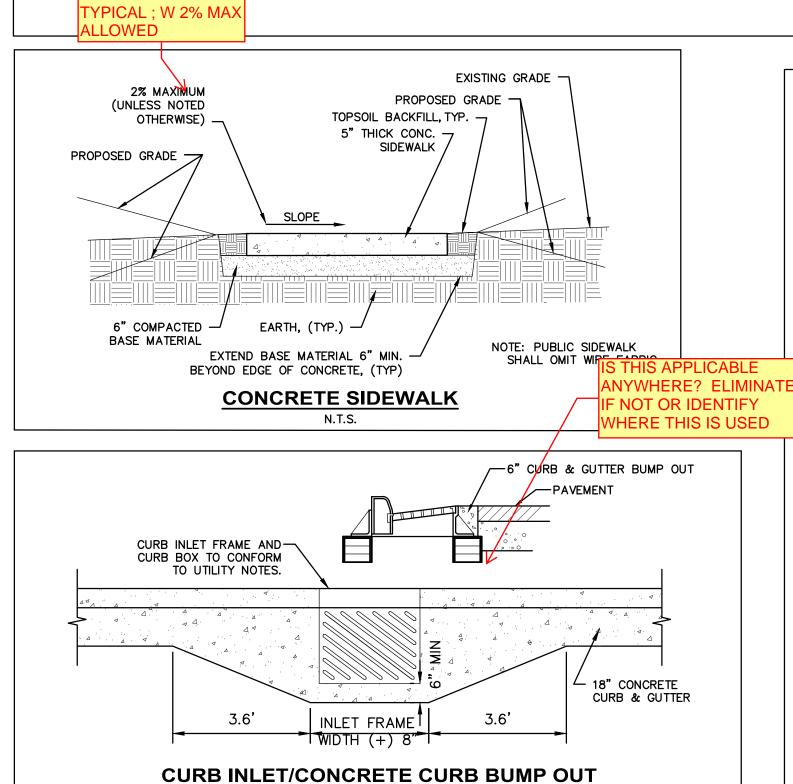
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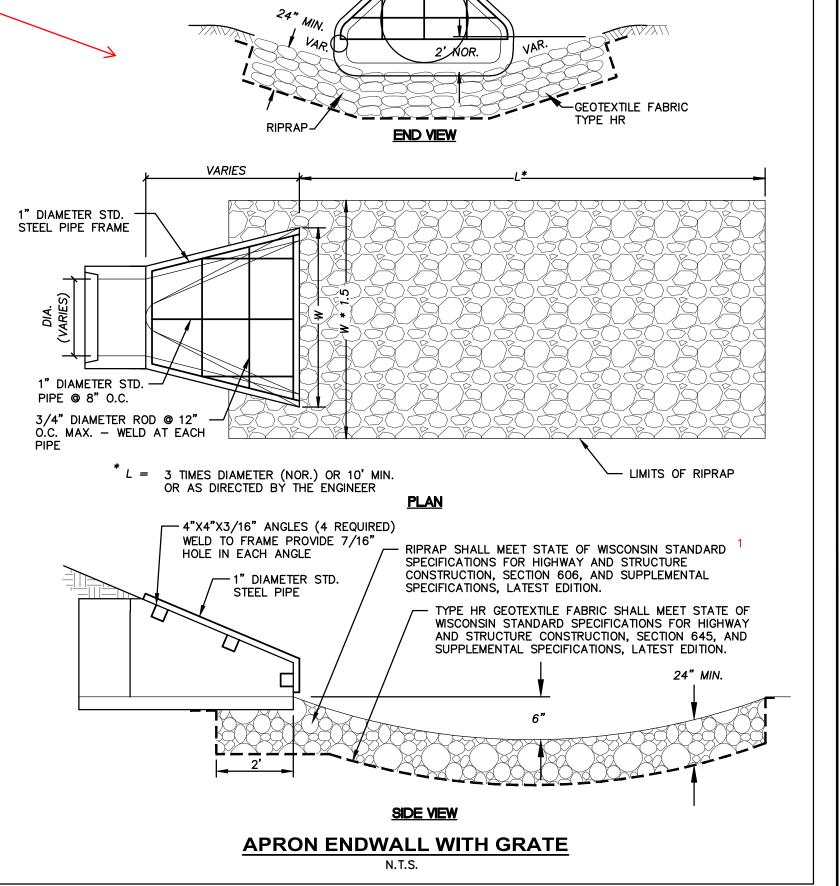


- C. SYNTHETIC WEBBING MAT MADE OF POLYVINYL CHLORIDE POLYPROPYLENE MONOFILAMENTS HAVING A MINIMUM UNIT WEIGHT OF 11 OUNCES PER SQ. YARD AND A MINIMUM TENSILE STRENGTH OF 25 LBS. IN ALL DIRECTIONS. (ASTM D-1682.64)
- 6. MATTED AREAS MUST BE INSPECTED ON A WEEKLY BASIS, AND AFTER EACH SIGNIFICANT RAINFALL (0.5" OR MORE). BARE SPOTS, MISSING OR LOOSENED MATTING MUST BE
- IMMEDIATELY REPLACED AND/OR RE-ANCHORED. 7. STAPLES SHALL BE REMOVED FROM THE GROUND ONCE THE THREAT OF EROSION HAS PASSED AND PERMANENT VEGETATION HAS BEEN ESTABLISHED.

EROSION CONTROL MAT

- RAIN OR MORE DURING A 24-HOUR PERIOD.
- 7. THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED BY SCRAPING OR TOP-DRESSING WITH ADDITIONAL AGGREGATE.

CONSTRUCTION ENTRANCE





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CLIENT ADDRESS: 8501 75TH STREET, SUITE H **KENOSHA, WI 53142**

GREEN BAY TRAIL CONDOMINIUMS

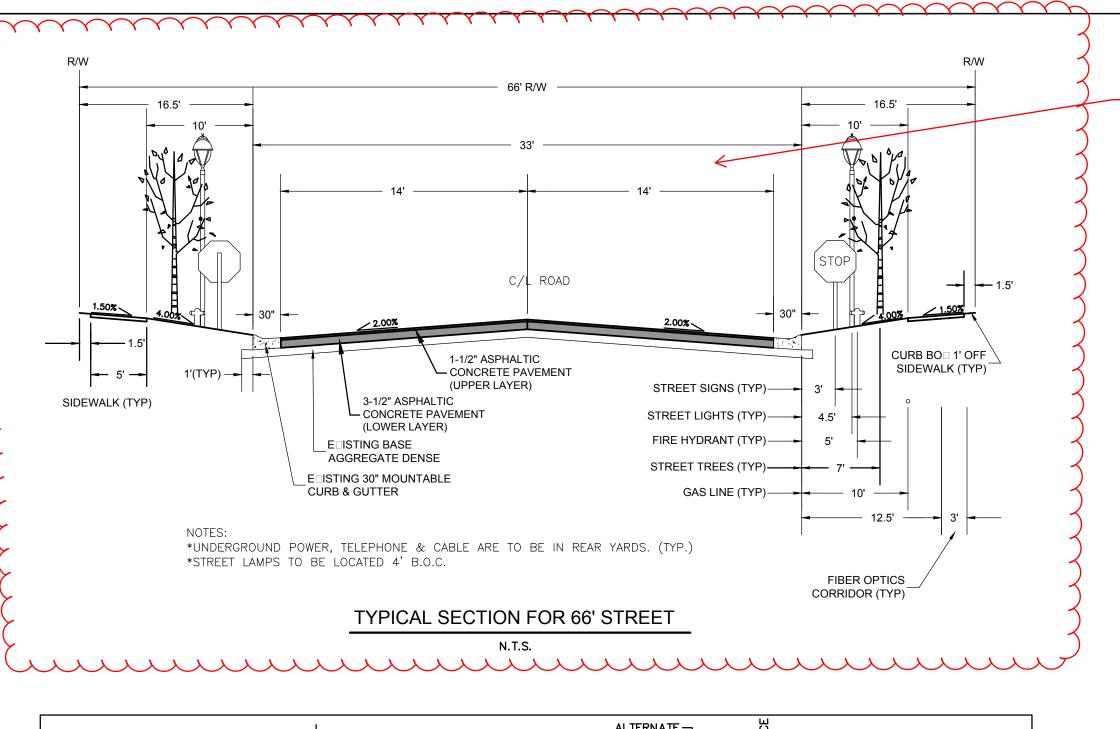
PROJECT LOCATION: VILLAGE OF PLEASANT PRAIRIE KENOSHA COUNTY, WISCONSIN

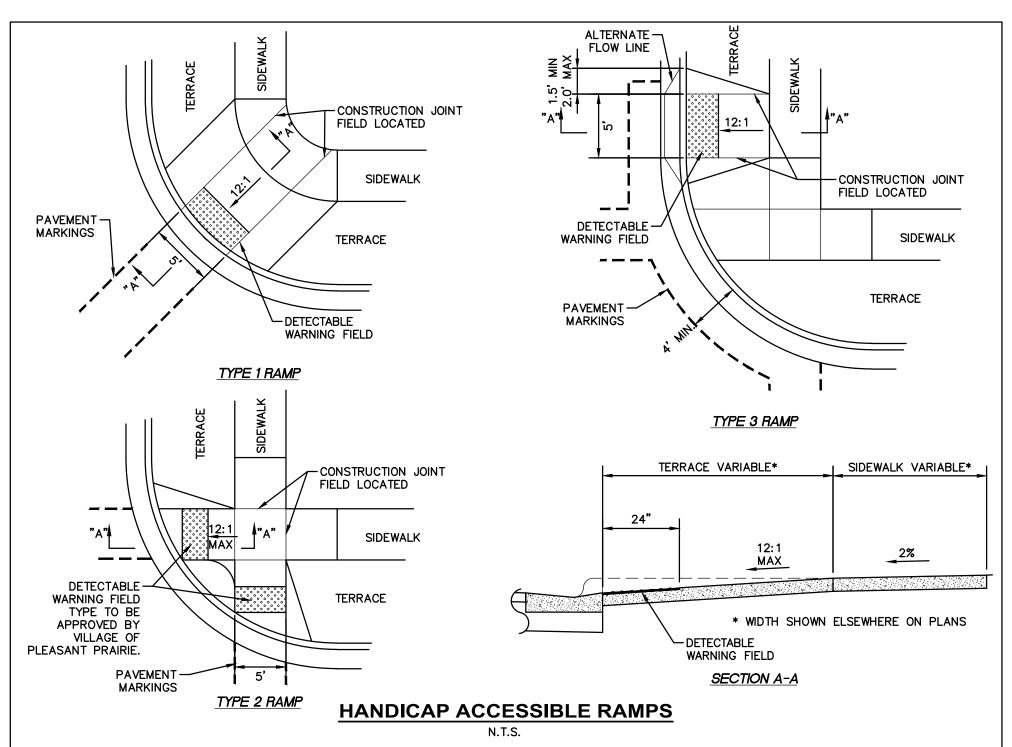


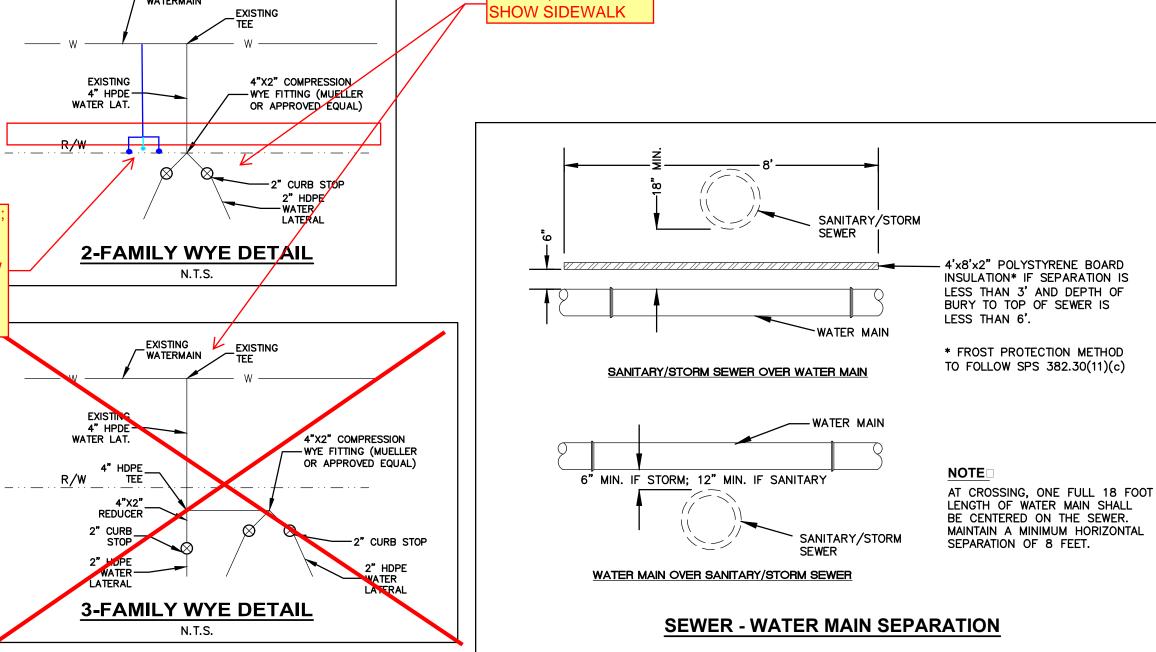
Call 811 or (800) 242-8511 Milwaukee Area (262) 432-7910 Hearing Impaired TDD (800) 542-2289

	www.DiggersHotline.com				
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Desig	gn/Drawn:		PSM		
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JSD PROJECT NO:

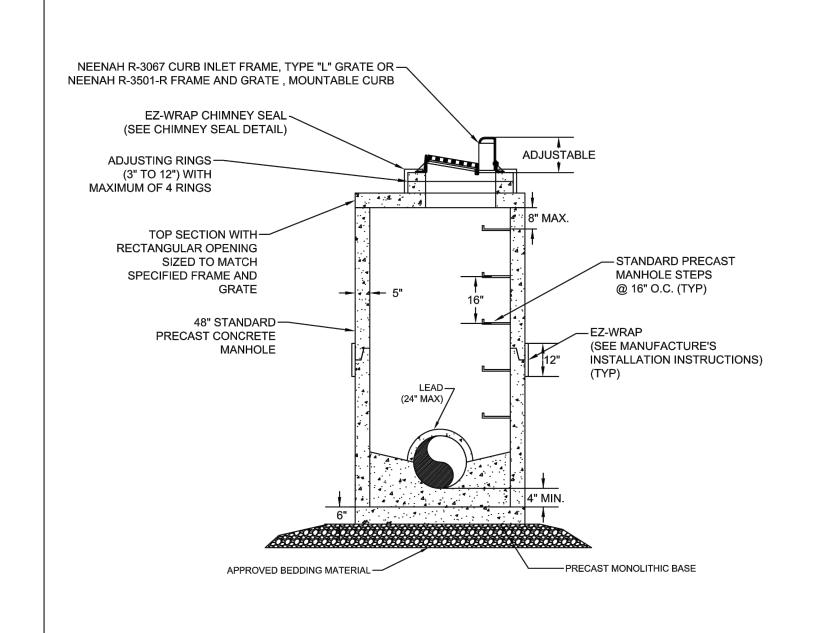






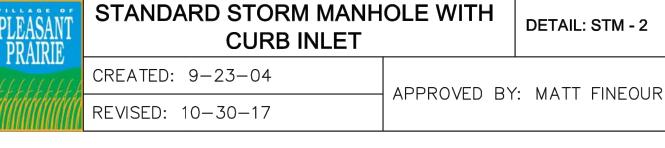
INCORRECT; PROVIDE SPECIAL DETAIL WITH EXISTING 37' BOC ROADWAY, ROW, STREET TREES, SIDEWALK, ETC FOR THIS PROJECT

REPLACE WITH UPDATED VILLAGE STANDARD DETAIL



NOTE: REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER

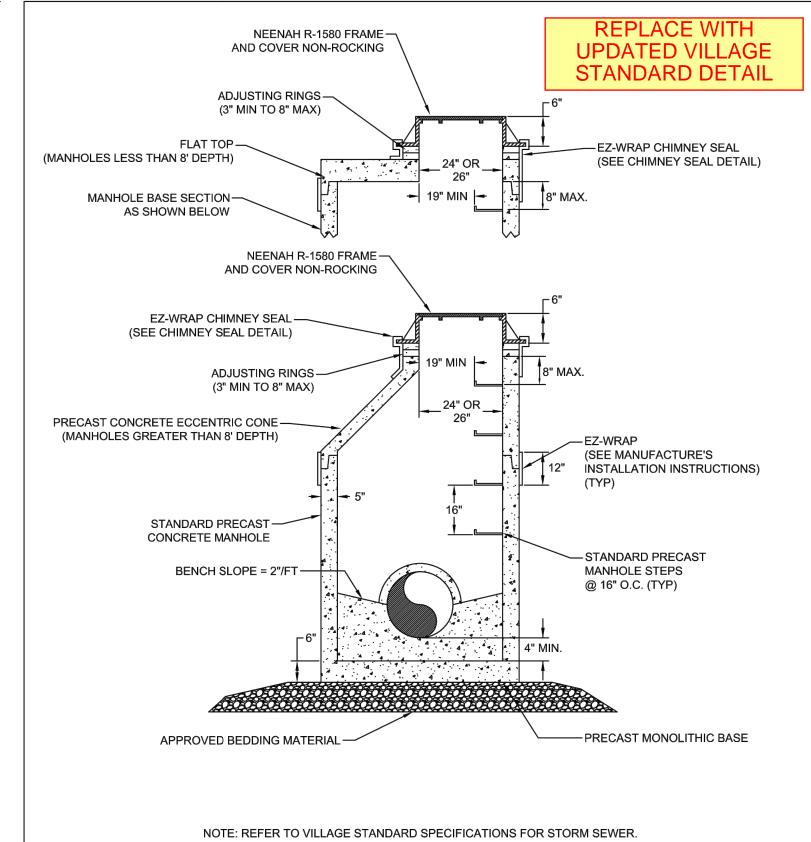
SCALE: NTS



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Continue

SCALE: NTS



STANDARD STORM MANHOLE

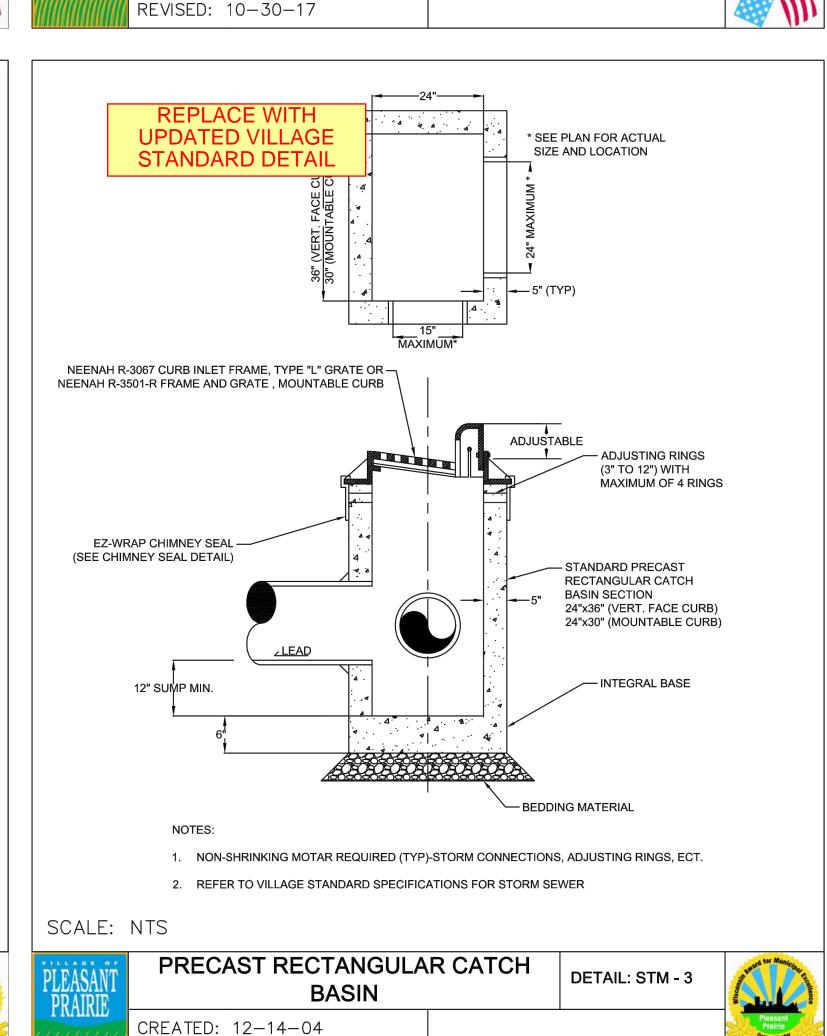
CREATED: 11-21-12

REVISED: 6-23-17

DETAIL: STM - 1

APPROVED BY: MATT FINEOUR

APPROVED BY: MATT FINEOUR





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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666



CLIENT ADDRESS: 8501 75TH STREET, SUITE H KENOSHA, WI 53142

PROJECT:

GREEN BAY TRAIL

CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN



Call 811 or (800) 242-8511

Milwaukee Area (262) 432-7910

Hearing Impaired TDD (800) 542-2289

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SHE	ET TITLE:					

SHEET TITLE:
SITE NOTES AND DETAILS

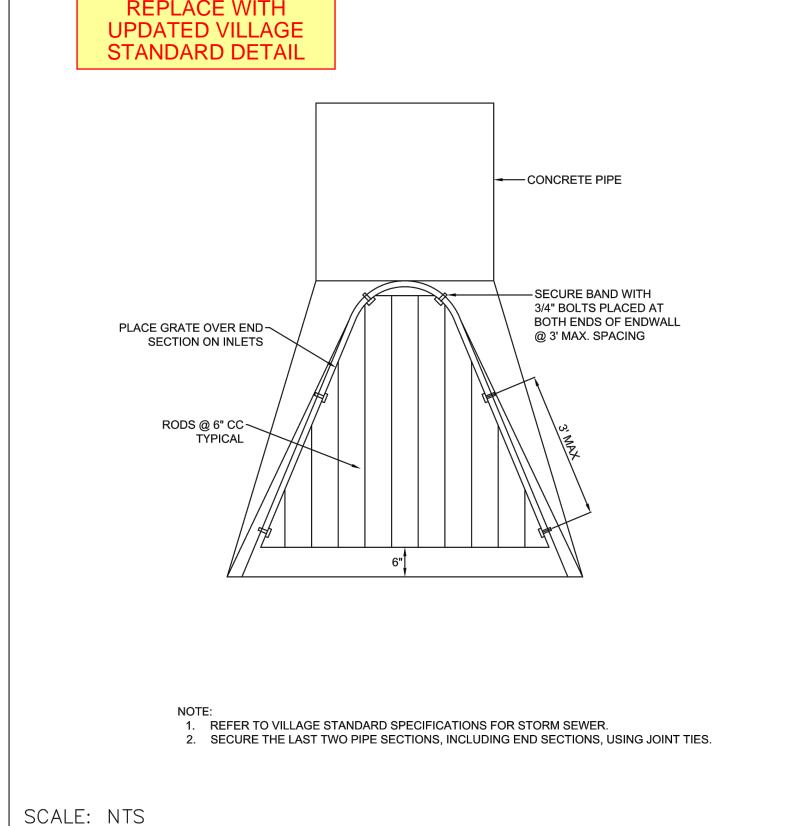
C7.2

JSD PROJECT NO:

ED DDO IFCT NO:

: C7.2 User: pmartens Plotted: J

REMOVE EXISTING 4" VALVE;
REDUCE TO 2" AND ADD T;
NEW SHUT OFF VALVES TO
BE AT PROPERTY LINE; DPW
IS PROVIDEING T
INFORMATION THAT I WILL
FOWARD ON



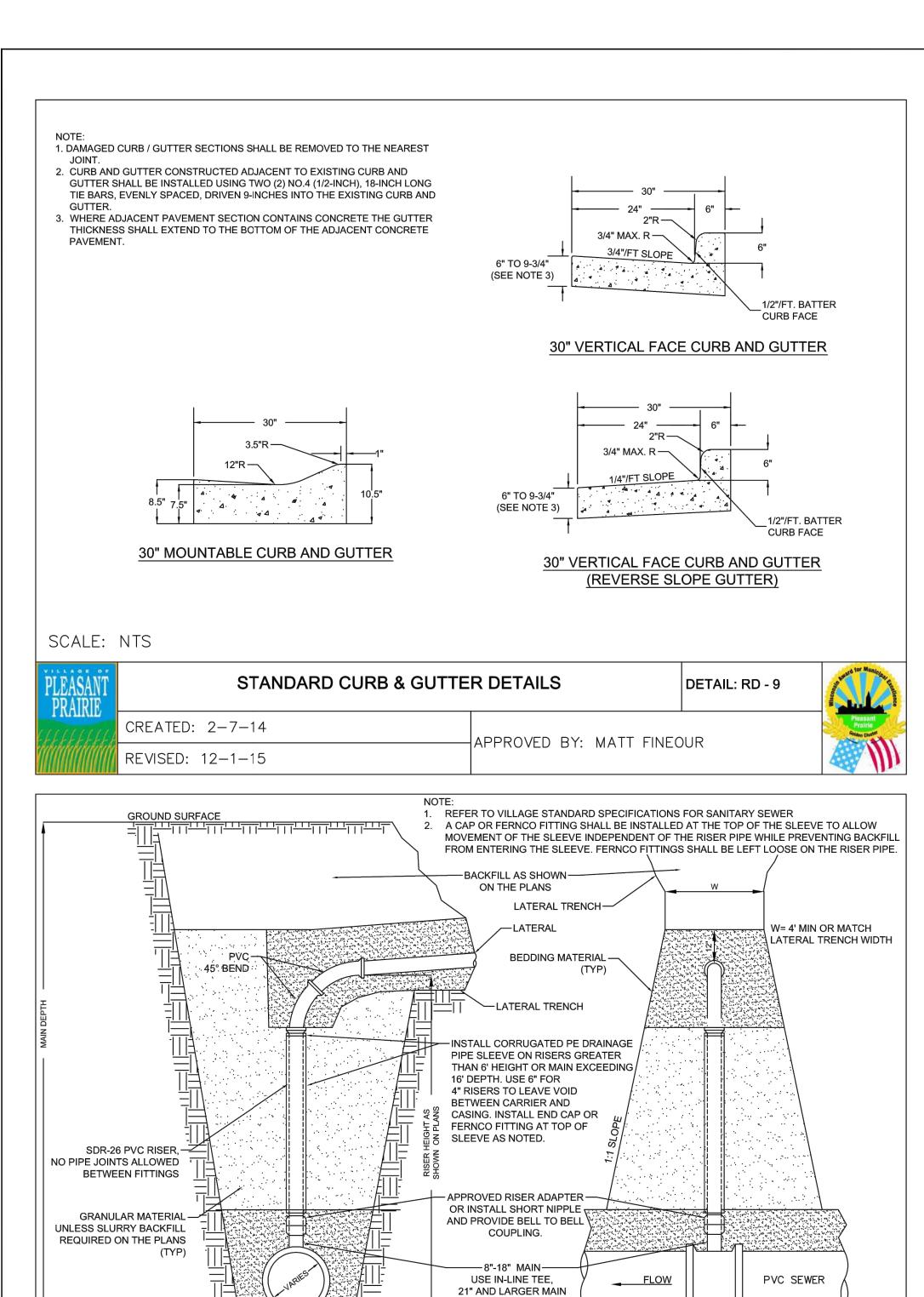
STANDARD ENDWALL GRATE

CREATED: 11-01-13

REVISED: 12-2-15

DETAIL: STM - 5

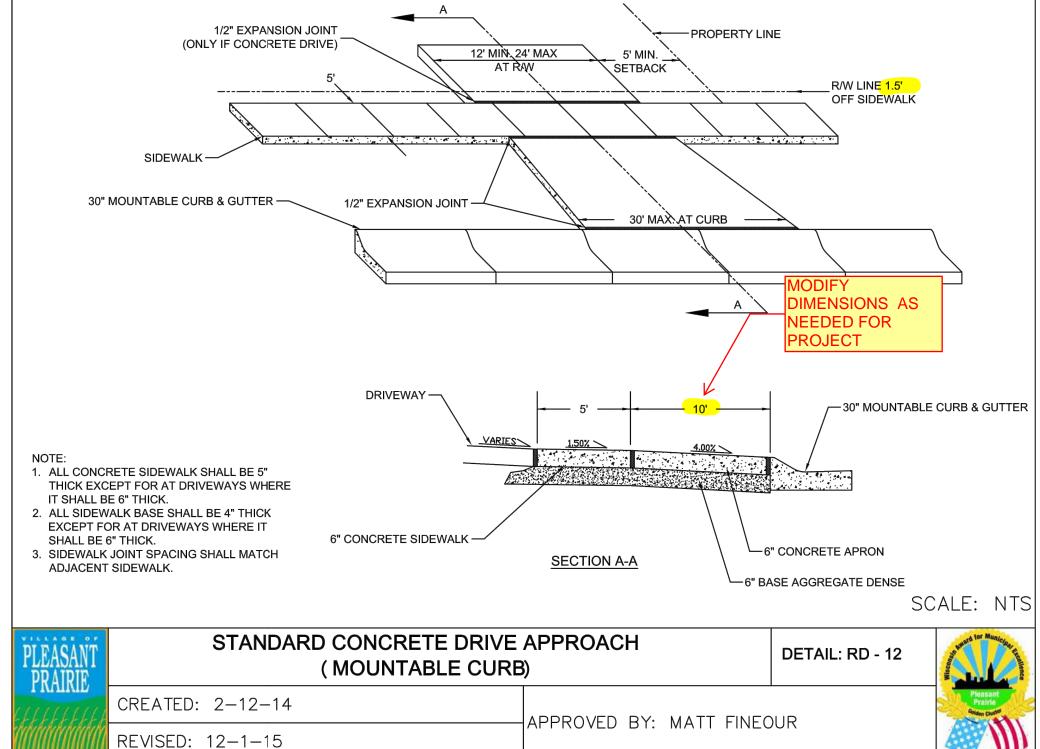
APPROVED BY: MATT FINEOUR

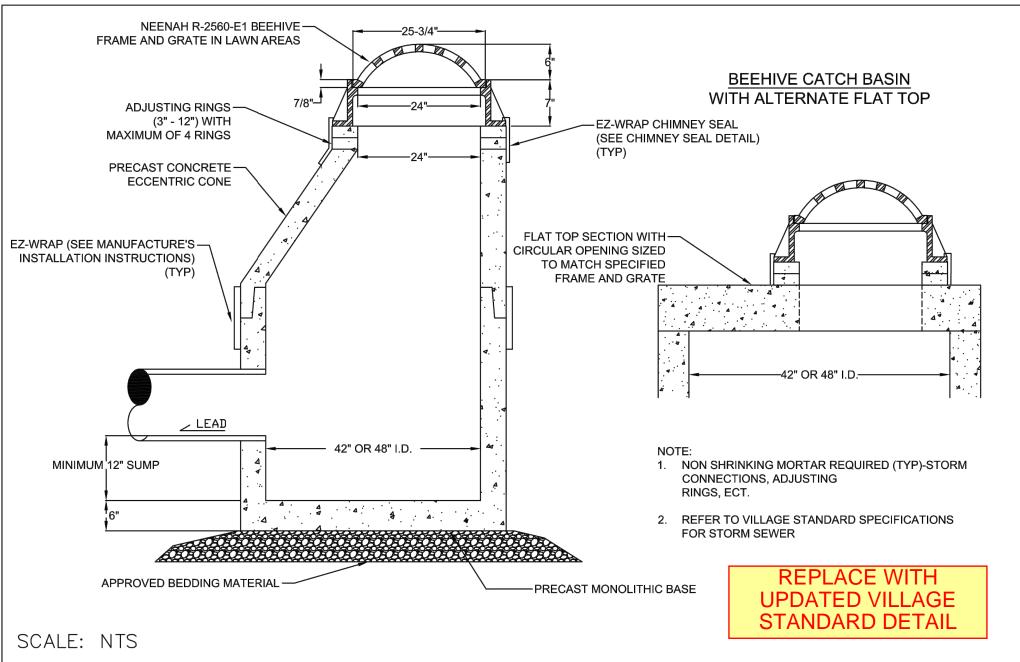


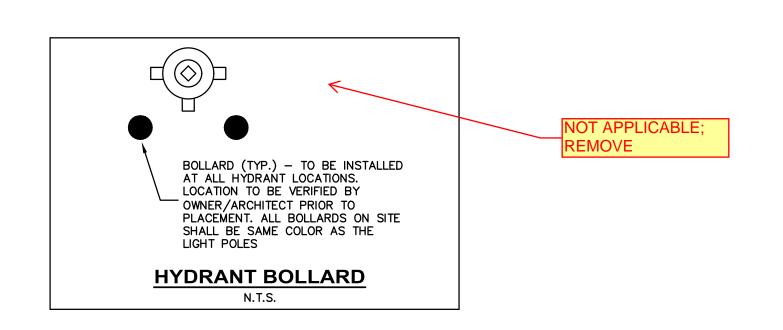
USE INSERTA-TEE

APPROVED BY: MATT FINEOUR

DETAIL: SAN - 3





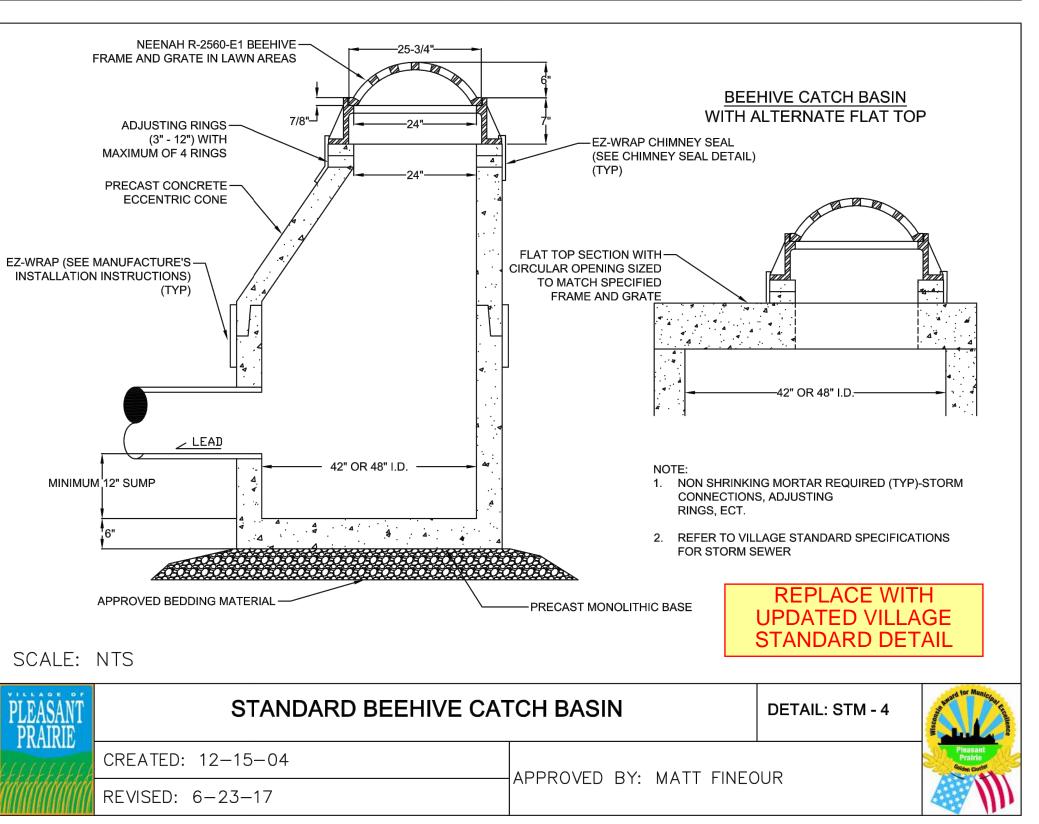


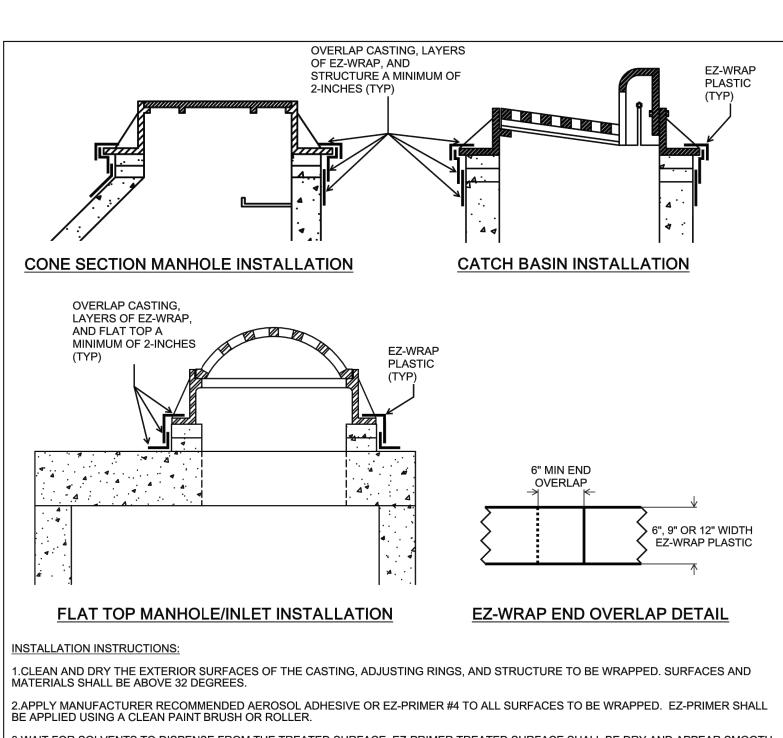
SANITARY RISER

SCALE: NTS

CREATED: 1-30-14

REVISED: 6-9-17

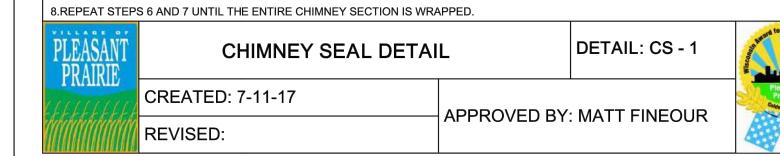


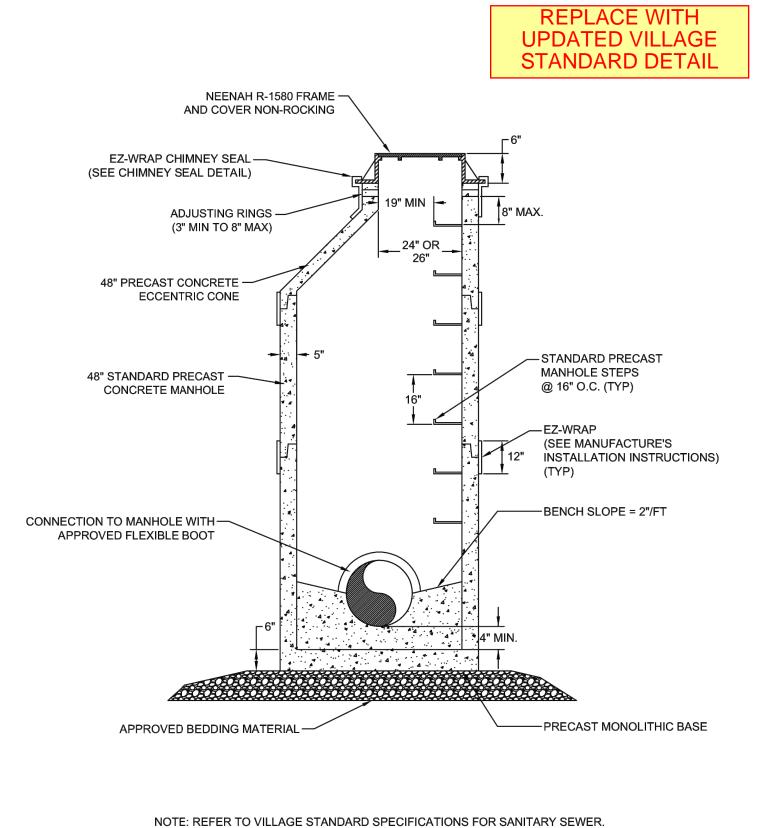


3.WAIT FOR SOLVENTS TO DISPENSE FROM THE TREATED SURFACE. EZ-PRIMER TREATED SURFACE SHALL BE DRY AND APPEAR SMOOTH AND CLEAN. AEROSOL ADHESIVE SHALL BE TACKY. DEPENDING ON THE TEMPERATURE THIS MAY TAKE 10-30 MINUTES FOR EZ-PRIMER OR 1-3 MINUTES FOR AEROSOL ADHESIVE.

4.CUT EZ-WRAP TO LENGTH. CUT ENDS SHALL OVERLAP A MINIMUM OF 6". 5.BEGINNING AT THE BOTTOM OF THE STRUCTURE CAREFULLY INSTALL THE EZ-WRAP TO THE DRY, TREATED SURFACES, REMOVING THE RELEASE PAPER AS YOU APPLY THE EZ-WRAP. DO NOT STRETCH THE EZ-WRAP. PRESS THE EZ-WRAP DOWN FIRMLY AND EVENLY AS YOU COVER THE SURFACES.

6.INSTALL EZ-PRIMER OR AEROSOL ADHESIVE OVER TOP 2-INCHES OF EZ-WRAP AND CUT END TO BE OVERLAID. ALLOW SURFACE TO DRY 7.INSTALL NEXT SECTION OF EZ-WRAP. OVERLAP THE EZ-WRAP VERTICALLY A MINIMUM OF 2-INCHES. DO NOT STRETCH THE EZ-WRAP. PRESS THE EZ-WRAP DOWN FIRMLY AND EVENLY AS YOU COVER THE SURFACES.





STANDARD SANITARY MANHOLE

CREATED: 11-21-12

REVISED: 10-30-17

DETAIL: SAN - 1

APPROVED BY: MATT FINEOUR

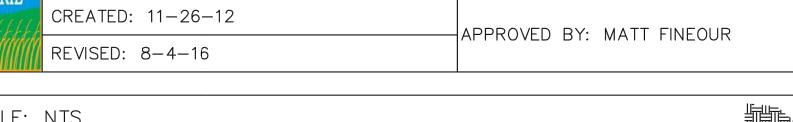
SCALE: NTS





JSD PROJECT NO:

01-25-19



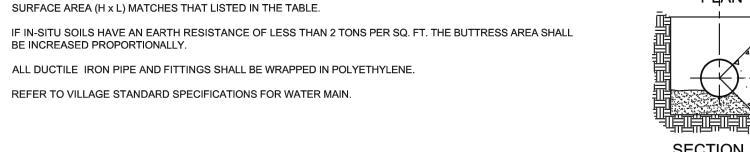
STANDARD HYDRANT ASSEMBLY

SCALE: NTS

- 1. L (MATER) DIMENSIONS IN THE TABLE ARE BASED ON A WATER PRESSURE OF 150 PSI, AN EARTH RESISTANCE OF 2 TONS PER SQ. FT., A FACTOR OF SAFETY OF 1.5 AND IS TO BE USED FOR STANDARD WATER MAINS AND WATER SERVICES.
- 2. L (FIRE) DIMENSIONS IN THE TABLE ARE BASED ON A WATER PRESSURE OF 200 PSI, AN EARTH RESISTANCE OF 2 TONS PER SQ. FT., A FACTOR OF SAFETY OF 1.5 AND IS TO BE USED FOR FIRE LINES AND COMBINATION FIRE /
- 3. DIMENSION (A) SHOULD BE AS LARGE AS POSSIBLE WITHOUT INTERFERING WITH MECHANICAL JOINT BOLTS. 4. SHAPE OF BACK OF BUTTRESS MAY VARY AS LONG AS POUR IS AGAINST FIRM UNDISTURBED EARTH AND

6. HYDRANT EXTENSIONS ARE NOT PERMITTED.

- SURFACE AREA (H x L) MATCHES THAT LISTED IN THE TABLE.
- BE INCREASED PROPORTIONALLY.
- 6. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED IN POLYETHYLENE.
- 7. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR WATER MAIN.

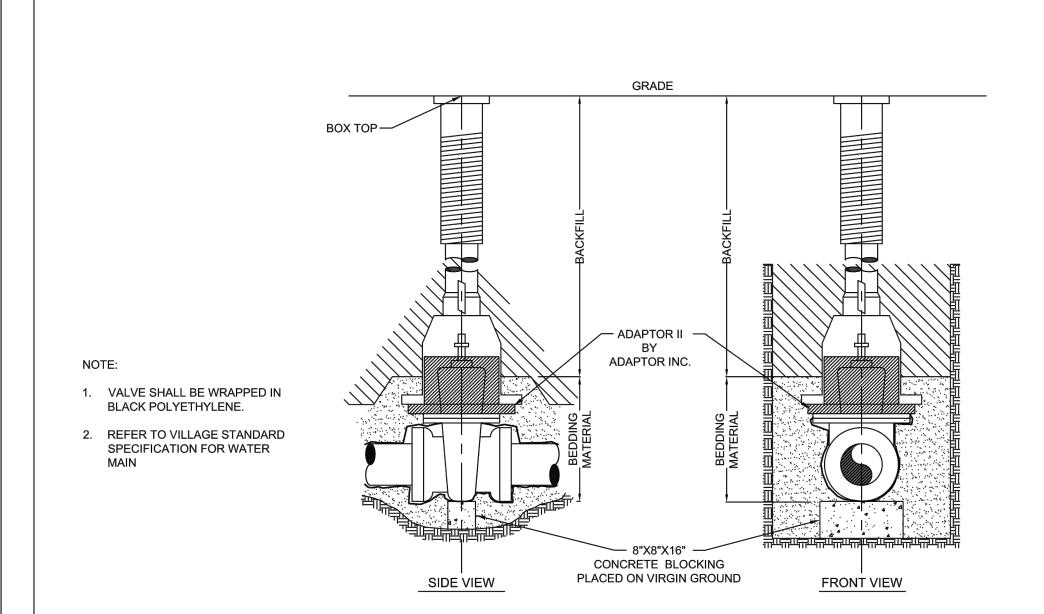


DETAIL: W - 1

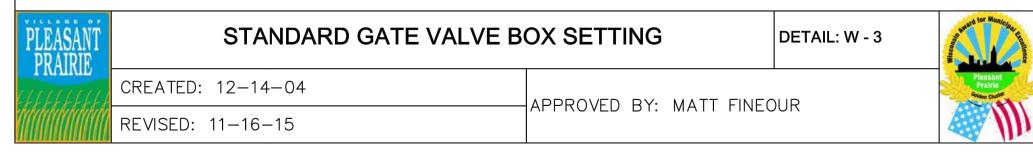
BUTTRESS	DIMENSION	IS

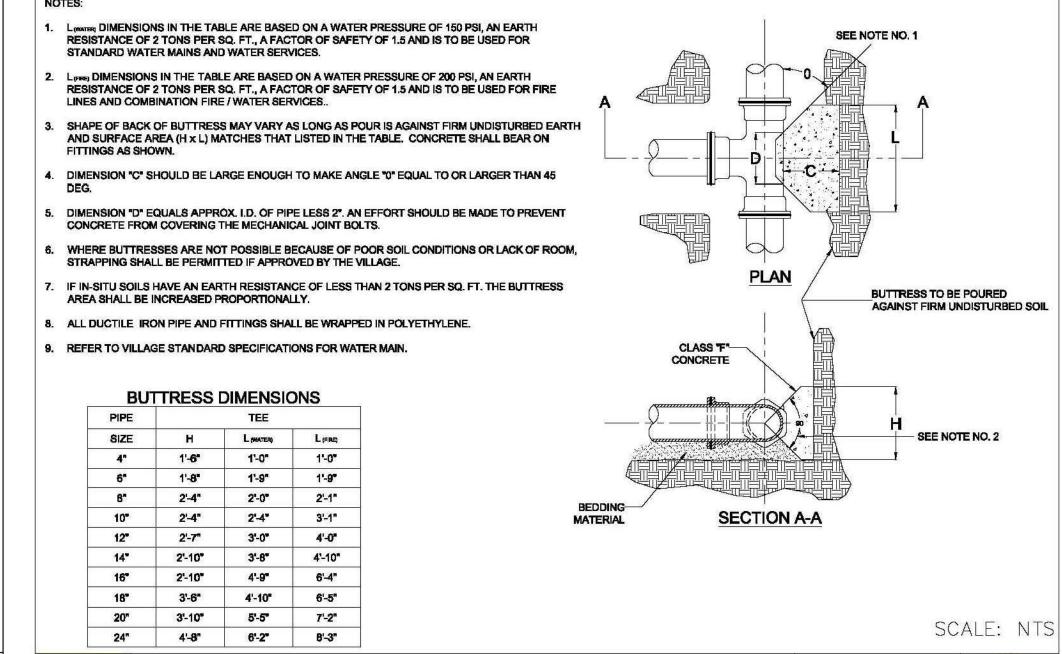
PIPE		$11\frac{1}{4}$ DEG. BEND $22\frac{1}{2}$ DEG. BEND 45 DEG. BEND			22½ DEG. BEND			90 DEG. BEND				
SIZE	Н	L (WATER)	L (FIRE)	Н	L (WATER)	L (FIRE)	Н	L (WATER)	L (FIRE)	Н	L (WATER)	L (FIRE)
4"	0'-8"	0'-5"	0'-5"	1'-1"	0'-6"	0'-6"	1'-3"	0'-10"	0'-10"	1'-4"	1'-6"	1'-6"
6"	1'-2"	0'-6"	0'-6"	1'-6"	0'-9"	0'-9"	1'-8"	1'-4"	1'-4"	1'-10"	2'-2"	2'-2"
8"	1'-3"	0'-9"	0'-9"	2'-0"	1'-0"	1'-0"	2'-0"	1'-11"	1'-11"	2'-4"	3'-0"	3'-0"
10"	1'-3"	0'-10"	1'-2"	2'-0"	1'-1"	1'-5"	2'-0"	2'-1"	2'-9"	2'-4"	3'-4"	4'-5"
12"	1'-4"	1'-2"	1'-6"	2'-6"	1'-2"	1'-7"	2'-6"	2'-4"	3'-2"	2'-8"	4'-1"	5'-5"
14"	1'-6"	1'-4"	1'-10"	3'-0"	1'-4"	1'-10"	3'-0"	2'-8"	3'-6"	3'-0"	4'-11"	6'-6"
16"	2'-0"	1'-4"	1'-9"	3'-0"	1'-9"	2'-4"	3'-0"	3'-5"	4'-7"	3'-0"	6'-4"	8'-5"
18"	2'-6"	1'-4"	1'-9"	3'-6"	1'-10"	2'-6"	3'-6"	3'-8"	4'-11"	3'-6"	6'-9"	9'-1"
20"	2'-9"	1'-6"	2'-0"	3'-9"	2'-2"	2'-10"	3'-9"	4'-2"	5'-7"	3'-9"	7'-9"	10'-4"
24"	3'-0"	1'-11"	2'-7"	4'-3"	2'-8"	3'-7"	4'-3"	5'-4"	7'-1"	4'-4"	9'-7"	12'-10"

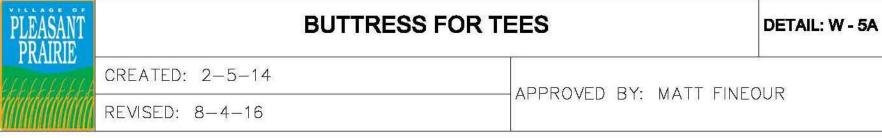
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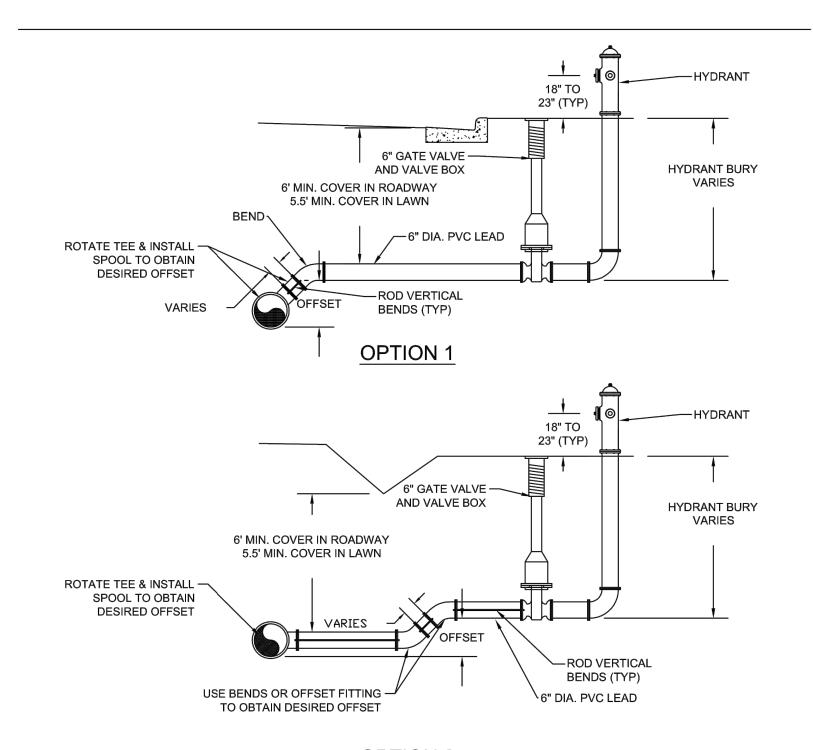


SCALE: NTS



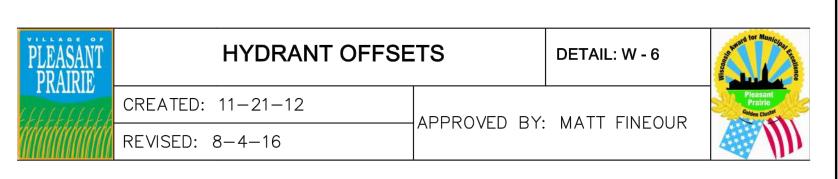






OPTION 2

- 1. HYDRANT ASSEMBLY INSTALLATION SHALL BE IN ACCORDANCE WITH THE STANDARD HYDRANT
- 2. REFER TO THE VILLAGE STANDARD SPECIFICATIONS FOR WATER MAIN CONSTRUCTION.
- 3. ALL VERTICAL BENDS SHALL BE RODDED WITH STAINLESS STEEL HARDWARE.





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CLIENT ADDRESS: 8501 75TH STREET, SUITE H KENOSHA, WI 53142

GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION: VILLAGE OF PLEASANT PRAIRIE KENOSHA COUNTY, WISCONSIN



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SITE NOTES AND DETAILS

SHEET NUMBER:

JSD PROJECT NO:

REPLACE WITH ALL SECTION WITH 2019 EDITION. INCLUDE ALL STANDARD CONSTRUCTION SECTIONS EXCEPT FOR STREET LIGHTS.

VILLAGE STANDARD CONSTRUCTION SPECIFICATIONS VS-0100 GENERAL TERMS AND CONDITIONS

1.0 Section Description

A. Basic description of general terms and conditions for public improvement project construction.

2.0 Definitions of Parties

- A. Village: The "Village" or "Owner" is the Village of Pleasant Prairie also including their representative consulting engineers.
- B. Developer: The "Developer" is the company, person, or organization developing the project. The "Developer" shall be the same identification in the Developer's Agreement with the Village.
- C. Engineer: The "Design Engineer" is the Engineer of Record for the project consisting of the company or organization who prepared the construction engineering plans.
- D. Contractor: The "Contractor" is the company hired by the Developer or Village to construct the improvements as identified in the construction engineering plans and the Developer's Agreement.

3.0 Preliminary Matters

- A. Construction plans must be reviewed and approved by the Village prior to construction commencement. Although plans are reviewed by the Village, it does not relieve the Developer from compliance of Village Ordinances or these standard construction specifications. Should there be a discrepancy between plans and these construction standards, the construction standards shall govern unless otherwise approved or specified by the Village.
- B. All required easement(s), licenses, and/or local, county, State, and federal permits must be obtained prior to construction commencement.
- C. Contractors shall comply with Chapter 150 of the Village Municipal Code "Contractor Qualification Ordinance of the Village of Pleasant Prairie" requiring pre-qualification of Contractors prior to obtaining bidding documents or submitting bids or acting as contractor or subcontractor on any public improvement project.
- D. Prior to construction commencement, a pre-construction conference must be held at the Village Offices. The pre-construction conference shall be scheduled and moderated by the Design Engineer.
- E. The Contractor shall have a complete set of the village approved plans and specifications at the project site at all times. Specifications shall include:
- (1) Village of Pleasant Prairie Standard Construction Specifications.

VS-0100 - General Terms and Conditions - 2018 Edition

(2) "Standard Specifications" for Sewer and Water Construction in Wisconsin", if applicable.

(3) "State Specifications"; and

(4) Other documents pertaining to the project.

4.0 Specifications

A. Utility Construction

- (1) The "Standard Specifications for Sewer and Water Construction in Wisconsin". current edition and addendums, will govern all utility work performed on this project and hereinafter will be referred to as the "Standard Specifications".
- a. Part I, General Conditions, from the "Standard Specifications" are not applicable to Village Construction.

B. Road Construction

- (1) The State of Wisconsin, Department of Transportation, "Standard Specifications for Highway and Structure Construction", current edition, and all "Interim Supplemental Specifications"; will govern all road work performed on this project and hereinafter will be referred to as the "State Specifications".
- a. Part I, General Requirements and Covenants, from the "State Specifications" are not applicable to Village Construction projects, except those sections specifically referenced in these contract documents.
- b. All references to the "Department" or "State" (The "Department" of Transportation of the "State" of Wisconsin) shall be interpreted to mean the
- c. All references to metric unit(s) shall be converted to their nearest whole equivalent Standard unit(s) (U.S. Standard) in accordance with the conversion tables shown in the Appendix of the "State Specifications".

C. Village of Pleasant Prairie Standard Construction Specifications

(1) The Village of Pleasant Prairie Standard Construction Specifications will govern all utility and road work performed on this project and hereinafter will be referred to as "Village Specifications". In the event of a discrepancy between these "Village Specifications" and either the "Standard Specifications" or the "State Specifications", these "Village Specifications" shall govern.

5.0 Alternate Materials

A. The Contractor may furnish alternate materials in place of those specified in these Village Specifications where "or equal" is stated and when the following provisions have been complied with.

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"If the Contractor wishes to substitute an alternative material as an "equal" to the material specified, he shall first submit a detailed description of such to the Village for their review and approval/disapproval. The Contractor shall not install any alternate materials prior to receiving approval for their use. Only those materials listed in these Village Specifications or approved as alternates shall be used on this project."

6.0 Regulatory Requirements

A. Permits / Licenses

- (1) Contractor shall have a copy and be familiar with all permits / licenses and their respective provisions. All work requiring permits or licenses shall abide by the governing permit / license provisions where they exceed the requirements in these specifications.
- (2) Contractor shall obtain and provide a copy to the Village all permits that are associated with specific construction methods or circumstances that were not obtained through the plan approval process. These may include but are not limited to WDNR well permits, offsite construction easement agreements made by Contractor or Developer, off-site disposal permits, etc.

(3) Spoil Disposal within Village Boundary

a. The Contractor shall provide the Village with the location(s) of all spoil disposal sites within the Village, prior to construction. No disposal of materials within the Village shall occur unless a Village Land Disturbance Permit and/or other required Village, County, State or Federal approvals have been obtained for the specific disposal site. The Contractor will be responsible for removing spoil and restoring any site(s) that are used for improper disposal of spoil material.

B. Compliance with Laws, Safety, Means and Methods

- (1) The Contractor, his subcontractors, agents and employees, shall at all times, observe and comply with all Federal and State Laws, ordinances, codes and regulations which in any manner affect the conduct of the work.
- (2) The Contractor shall be responsible for compliance with all Federal, State, and local laws, including OSHA Standards, and with any other applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety or persons or property or to protect them from damage, injury or loss. The Contractor shall provide all safeguards, safety devices and protective equipment and shall be responsible for initiating, maintaining and supervising all safety precautions and programs utilized by the Contractor and his subcontractors in the performance of their work and shall take any other actions necessary to protect the life and health of employees on the job and safety of the public and to protect property in connection with the performance of work on this

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- (3) The contractor shall be responsible for the construction means, methods, techniques or procedures, equipment, and for safety precautions or programs, unless such means and equipment are specified in these Village Specifications.
- (4) Protection of Unattended Trenches
- a. Unattended trenches shall be secured in a safe manner and suitable for protection of the public. Providing the method of protection, equipment, personal, and materials needed to secure trenches is the sole responsibility of the Contractor. If the Contractor does not have adequate means to protect the trench then the trench shall be backfilled prior to leaving the trench unattended. If the Village determines that the Contractor has failed to adequately protect an unattended trench the Village shall provide the minimum protection necessary, in their opinion, to protect the public. The cost of the Village implementing protective measures shall be charged to the Contractor and/or Developer. Minimum protection requirements are listed
 - All trenches shall be either completely covered by a steel plate no less than 3/4" thick or protected by orange plastic snow fencing. Snow fence shall be in good condition with no voids greater than 4-inches, minimum height of 4-feet, no greater than 4-inches off the ground, securely fastened and upright.
- ii. Trenches within right of ways or easements open to any public traffic shall be delineated with reflective signs and/or flashing yellow lights and protected by barriers suitable to prevent vehicles from entering the trench. Depending on the location and traffic speed suitable barriers may include construction barrels, barricades, barrier wall, Contractor's equipment, etc.

7.0 Notification of Utilities

A. Utility Location and Coordination.

(1) The locations of utilities shown on the Plans are from existing record(s) and/or field locations and may not be complete or accurate. The Contractor shall contact Digger's Hotline at (800) 242-8511, as well as other utilities not served by Digger's Hotline but having facilities in the work area, at least three (3) full business days prior to construction to notify the utilities to locate their underground facilities.

B. Utility Protection

(1) It shall be the responsibility of the Contractor to protect all utilities that are encountered in his work operations. The Contractor shall contact utilities to determine their procedure and schedule for supporting and/or relocating utilities and shall notify any above ground utility such as electric and telephone companies to relocate or reinforce any poles, ties or anchors which may be on or near the line of the proposed utility or weakened by excavation for the proposed utility or within road construction grading limits.

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CLIENT ADDRESS: 8501 75TH STREET, SUITE H KENOSHA, WI 53142

GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION: **VILLAGE OF PLEASANT PRAIRIE** KENOSHA COUNTY, WISCONSIN



Call 811 or (800) 242-8511 Milwaukee Area (262) 432-7910 Hearing Impaired TDD (800) 542-2289 www.DiggersHotline.com

AN MODIFICATIONS:

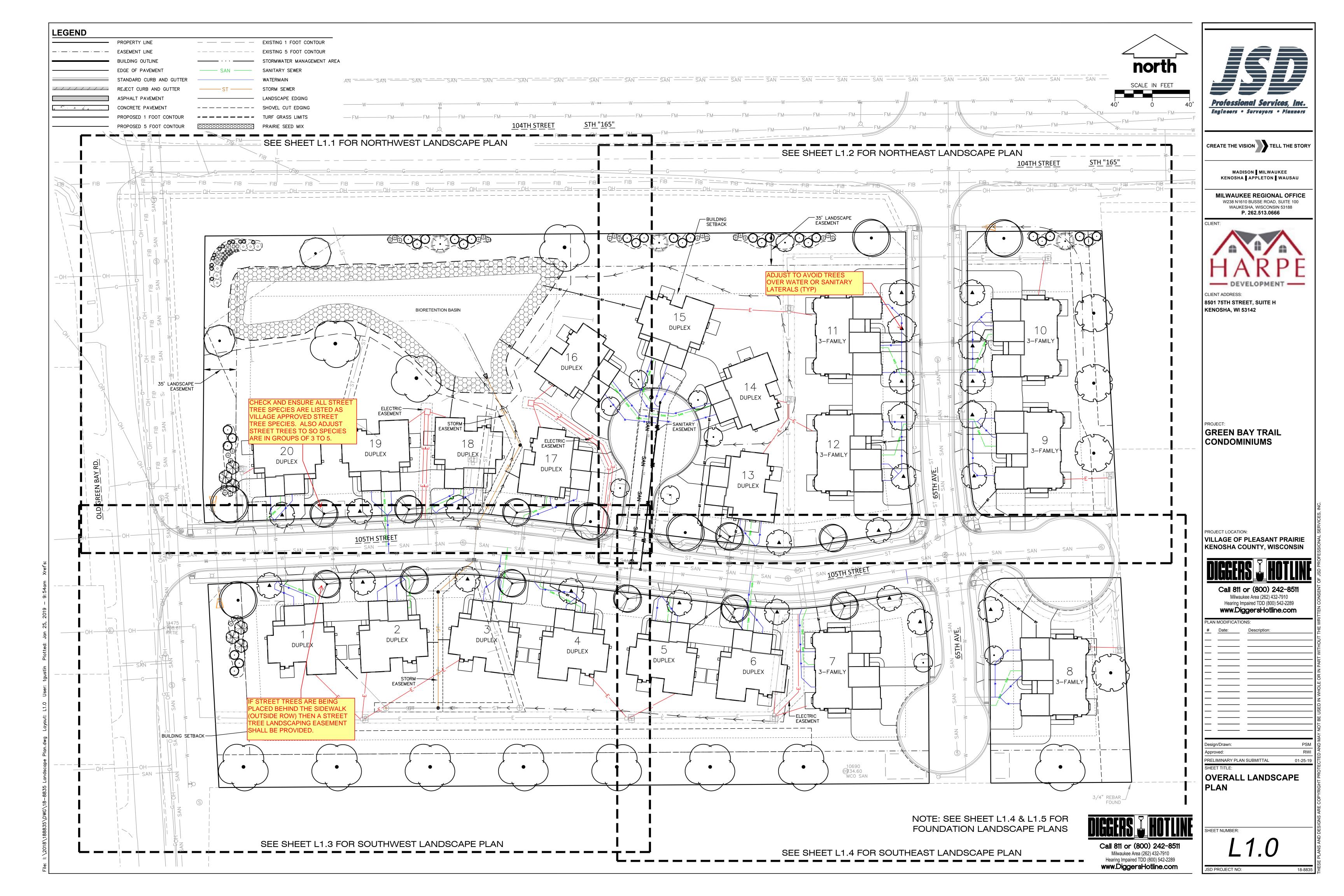
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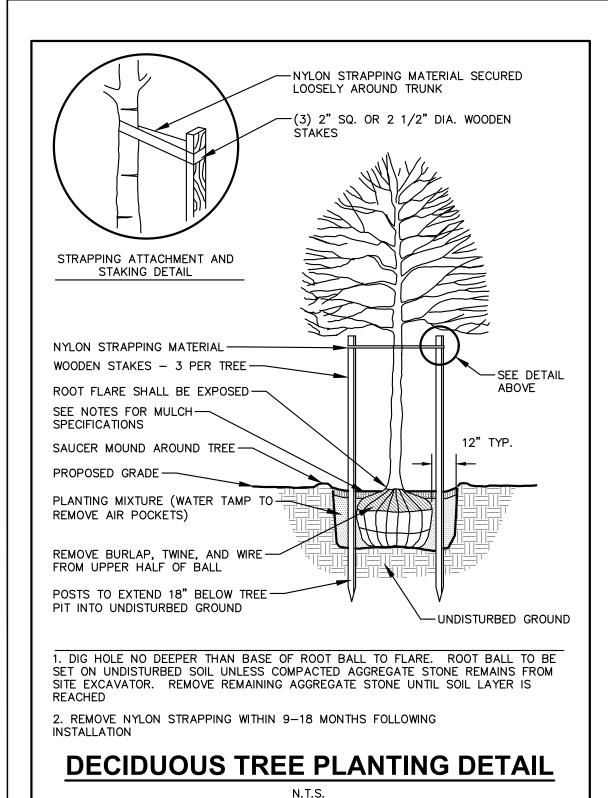
PRELIMINARY PLAN SUBMITTAL 01-25-19 SITE NOTES AND DETAILS

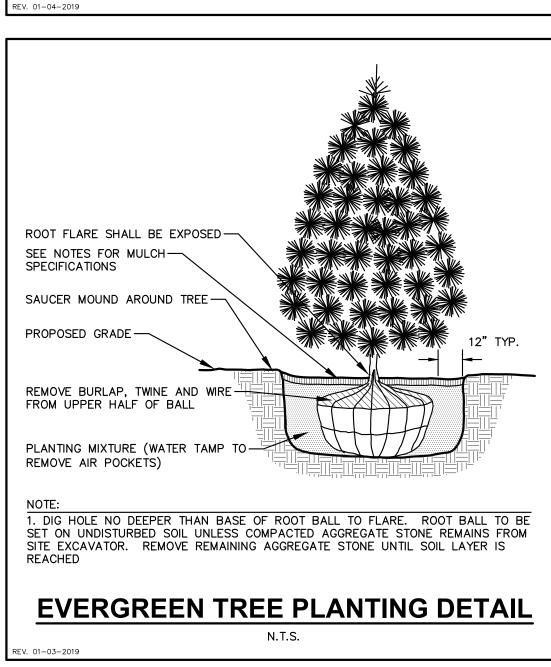
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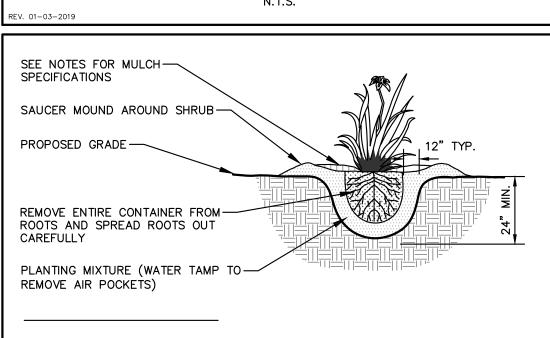
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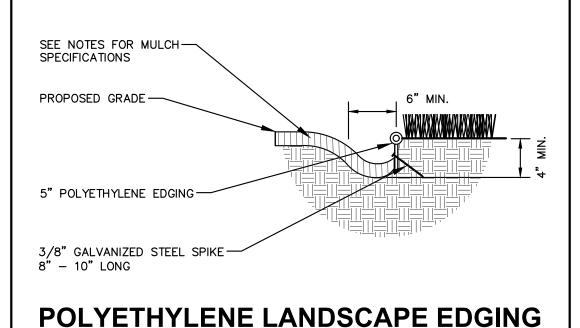
PERENNIAL/ORNAMENTAL GRASS **PLANTING DETAIL**

N.T.S.

REV. 01-03-2019

SPECIFICATIONS SAUCER MOUND AROUND SHRUB-PROPOSED GRADE -REMOVE BURLAP. TWINE AND WIRE FROM UPPER HALF OF BALL PLANTING MIXTURE (WATER TAMP REMOVE AIR POCKETS) 1. ROOT FLARE TO BE EXPOSED. SHRUB PLANTING DETAIL REV. 01-03-2019

SEE NOTES FOR MULCH-



POLYETHYLENE LANDSCAPE EDGING **DETAIL** N.T.S. EV. 01-03-2019

DECIDUOUS TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	QTY
\bigcirc	Acer x freemanii `Jeffsred` / Autumn Blaze Maple	B & B	2.5"Cal	6
a residence of the second seco	Betula populifolia `Whitespire` / Whitespire Birch	B & B	1.5"Cal	1
	Ginkgo biloba `Princeton Sentry` / Princeton Sentry Ginkgo	B & B	2.5"Cal	4
	Gleditsia triacanthos `Draves` / Street Keeper Honeylocust	B & B	2.5"Cal	20
\bigcirc	Quercus bicolor / Swamp White Oak	B & B	2.5"Cal	11
{v.}	Quercus macrocarpa / Burr Oak	B & B	2.5"Cal	4
$\overline{\bigcirc}$	Tilia cordata / Littleleaf Linden	B & B	2.5"Cal	2
	Tilia tomentosa / Silver Linden	B & B	2.5"Cal	11
EVERGREEN TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	QTY
	Picea glauca densata / Black Hills Spruce	B & B	Min. 6` Ht.	3
A CONTRACTOR OF THE PARTY OF TH	Thuja occidentalis 'Nigra' / Dark Green Arborvitae	B & B	Min. 6` Ht.	30
DRNAMENTAL TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	QTY
	Amelanchier x grandiflora `Autumn Brilliance` / `Autumn Brilliance` Serviceberry	B & B	1.5"Cal	8
	Amelanchier x grandiflora `Princess Diana` / Princess Diana Serviceberry	B & B	1.5"Cal	6
DECIDUOUS SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	SIZE AT PLANTING	QTY
2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2	Clethra alnifolia `Ruby Spice` / Ruby Spice Clethra	3 gal	Min. 18"-24"	12
	Cornus sericea `Isanti` / Isanti Redosier Dogwood	5 gal	Min. 18"-24"	6
\oplus	Physocarpus opulifolius `Seward` / Seward Ninebark	5 gal	Min. 18"-24"	27
EVERGREEN SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	SIZE AT PLANTING	QTY
	Juniperus x pfitzeriana `Sea Green` / Sea Green Juniper	5 gal	Min. 18"-24"	4
ORNAMENTAL GRASSES	BOTANICAL NAME / COMMON NAME	CONT	SIZE AT PLANTING	QTY
	Pennisetum alopecuroides `Hameln` / Hameln Dwarf Fountain Grass	1 Gal	10-12" Ht.	18

GENERAL NOTES

- REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGEND.
- JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN
- DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.

2. ALL WORK IN THE ROW SHALL BE IN ACCORDANCE WITH THE MUNICIPAL STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

- 4. Drawing for review not for construction unless otherwise noted in the title block.
- 5. THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL FINE GRADING AND TOPSOILING WITH GENERAL CONTRACTOR
- REFER TO "LANDSCAPE DETAILS AND NOTES" SHEET FOR ADDITIONAL DETAILS, NOTES AND SPECIFICATION INFORMATION INCLUDING MATERIALS, GUARANTEE AND EXECUTION RELATED TO LANDSCAPE PLAN
- CONTRACTOR SHALL REVIEW SITE CONDITIONS FOR UTILITY CONFLICTS, DRAINAGE ISSUES, SUBSURFACE ROCK, AND PLANT PLACEMENT CONFLICTS PRIOR TO PLANT INSTALLATION. REPORT ANY CONDITIONS THAT MAY HAVE ADVERSE IMPACT ON PLANTING OPERATIONS TO LANDSCAPE ARCHITECT
- 8. DO NOT COMMENCE PLANTING OPERATIONS UNTIL ALL ADJACENT SITE IMPROVEMENTS, IRRIGATION INSTALLATION, AND FINISH GRADING ARE COMPLETE

GENERAL NOTES

- GENERAL: ALL WORK IN THE R-O-W AND PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO UTILITIES. CONTRACTOR MUST CALL 1-800-382-5544 FOR UTILITY LOCATIONS AT LEAST THREE DAYS PRIOR TO DIGGING. HAND DIG AND INSTALL ALL PLANTS THAT ARE NEAR EXISTING UTILITIES. PROTECT PREVIOUSLY INSTALLED WORK OF OTHER TRADES. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
- DELIVERY AND HANDLING: DO NOT DELIVER MORE PLANT MATERIALS THAN CAN BE PLANTED IN ONE DAY, UNLESS ADEQUATE, APPROPRIATE AND SECURE STORAGE IS PROVIDED AND APPROVED BY OWNER'S REPRESENTATIVE. AT ALL TIMES, PROTECT ALL PLANT MATERIALS FROM WIND AND DIRECT SUN. DELIVER PLANTS WITH LEGIBLE IDENTIFICATION LABELS. PROTECT PLANTS DURING DELIVERY AND DO NOT PRUNE PRIOR TO DELIVERY. ALL TREES AND SHRUBS SHALL BE PLANTED ON THE DAY OF DELIVERY; IF THIS IS NOT POSSIBLE, PROTECT THE PLANT MATERIALS NOT PLANTED BY STORING THEM IN A SHADED, SECURE AREA, PROTECTING THE ROOT MASS WITH WET SOIL, MULCH, HAY OR OTHER SUITABLE MEDIUM. CONTRACTOR TO KEEP ALL PLANT MATERIALS ADEQUATELY WATERED TO PREVENT ROOT DESICCATION. DO NOT REMOVE CONTAINER GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING. DO NOT PICK UP CONTAINER OR BALLED PLANTS BY STEM OR ROOTS. ALL PLANTS SHALL BE LIFTED AND HANDLED FROM THE BOTTOM OF THE CONTAINER OR BALL. PERFORM ACTUAL PLANTING ONLY WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE IN ACCORDANCE WITH LOCALLY ACCEPTED BEST HORTICULTURAL
- 3. MATERIALS PLANTS: ALL PLANTS SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1. PLANTS SHALL BE TRUE TO SPECIES AND VARIETY SPECIFIED AND NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR AT LEAST 2 YEARS. PLANTS SHALL BE FRESHLY DUG (DURING THE MOST RECENT FAVORABLE HARVEST SEASON). PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLY SUPERIOR IN FORM, COMPACTNESS, AND SYMMETRY. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECTS (ADULT EGGS, PUPAE OR LARVAE). THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH OR PREMATURE MORTALITY. PLANTS SHALL BE OF THE HIGHEST QUALITY, POSSESS TYPICAL GROWTH HABITS AND FORM FOR THEIR SPECIES AND BE FREE OF INJURY. PARKWAY TREES AND PARKING LOT TREES SHALL HAVE A MINIMUM BRANCHING HEIGHT OF SIX (6) FEET ABOVE THE GROUND TO ALLOW ADEQUATE VISUAL AND PHYSICAL CLEARANCE.
- 4. PRUNING: THE CONTRACTOR SHALL PRUNE ALL TREES AND REPAIR ANY INJURIES THAT OCCURRED DURING THE PLANTING PROCESS. DOUBLE LEADERS, DEAD BRANCHES, AND LIMBS DAMAGED OR BROKEN DURING THE PLANTING PROCESS, SHALL BE PRUNED. THIS SHALL BE THE ONLY PRUNING ALLOWED AT PLANTING. PRUNING SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR TREE CARE OPERATIONS, ANSI A300. PRUNE TREES IN ACCORDANCE WITH NAA GUIDELINES. DO NOT TOP TREES. PRUNE SHRUBS ACCORDING TO STANDARD HORTICULTURAL PRACTICES. ON CUTS OVER 3/4" IN DIAMETER AND BRUISES OR SCARS ON BARK, TRACE THE INJURED CAMBIUM LAYER BACK TO LIVING TISSUE AND REMOVE. SMOOTH AND SHAPE WOUNDS SO AS NOT TO RETAIN WATER. TREAT THE AREA WITH AN APPROVED INCONSPICUOUS LATEX BASED ANTISEPTIC TREE PAINT. IF PRUNING OCCURS "IN SEASON". DO NOT PRUNE ANY OAK TREES DURING THE MONTHS FROM APRIL TO OCTOBER.
- 5. CLEANUP: THE WORK AREA SHALL BE KEPT SAFE AND NEAT AT ALL TIMES. DISPOSED OF EXCESS SOIL. REMOVE ALL CUTTINGS AND WASTE MATERIALS. SOIL AND BRANCHES. BIND AND WRAP THESE MATERIALS. ANY REJECTED PLANTS, AND ANY OTHER DEBRIS RESULTING FROM ALL PLANTING TASKS AND PROMPTLY CLEAN UP AND REMOVE FROM THE PROJECT SITE. UNDER NO CIRCUMSTANCES SHALL THE ACCUMULATION OF SOIL, BRANCHES OR OTHER DEBRIS BE ALLOWED UPON A PUBLIC PROPERTY IN SUCH A MANNER AS TO RESULT IN A PUBLIC SAFETY HAZARD OR DAMAGE. LIKEWISE, UNDER NO CIRCUMSTANCES SHALL ANY DEBRIS OR INCIDENTAL MATERIALS BE ALLOWED UPON ADJACENT PRIVATE PROPERTY.
- 6. ANY SUBSTITUTIONS IN PLANT TYPE, LOCATION, OR SIZE SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 7. CONTRACTOR TO VERIFY PLANT MATERIAL QUANTITIES AND SQUARE FOOTAGES. QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE OVER THOSE ON SCHEDULE.

LANDSCAPE MATERIAL NOTES

- 1. MATERIALS PLANTING MIXTURE: ALL HOLES EXCAVATED FOR TREES, SHRUBS, PERENNIALS AND ORNAMENTAL GRASSES SHALL BE BACKFILLED WITH TWO (2) PARTS TOPSOIL, ONE (1) PART SAND AND ONE (1) PART COMPOST. SOIL MIXTURE SHALL BE WELL BLENDED PRIOR TO INSTALLATION.
- 2. MATERIALS TOPSOIL: TOPSOIL TO BE CLEAN, FRIABLE LOAM FROM A LOCAL SOURCE, FREE FROM STONES OR DEBRIS OVER 3/4" IN DIAMETER, AND FREE FROM TOXINS OR OTHER DELETERIOUS MATERIALS. TOPSOIL SHALL HAVE A pH VALUE BETWEEN 6 AND 7. TOPSOIL AND PLANTING SOIL SHALL BE TESTED TO ENSURE CONFORMANCE WITH THESE SPECIFICATIONS AND SHALL BE AMENDED TO MEET THESE SPECIFICATIONS. PROVIDE TEST RESULTS TO OWNER'S REPRESENTATIVE PRIOR TO PLACEMENT. DO NOT PLACE FROZEN OR MUDDY TOPSOIL. APPLY SOIL AMENDMENTS TO ALL LANDSCAPE AREAS PER SOIL TEST.
- 3. MATERIALS SHREDDED HARDWOOD BARK MULCH: ALL PLANTING AREAS LABELED ON PLAN SHALL RECEIVE CERTIFIED WEED FREE SHREDDED HARDWOOD BARK MULCH INSTALLED TO A MINIMUM AND CONSISTENT DEPTH OF 3-INCHES. SHREDDED HARDWOOD BARK MULCH SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS. SHREDDED HARDWOOD BARK MULCH AREAS SHALL NOT RECEIVE WOVEN WEED
- 4. MATERIALS TREE & SHRUB RINGS: ALL TREES AND/OR SHRUBS PLANTED IN SEEDED LAWN AREAS TO BE INSTALLED WITH A MINIMUM 5' DIAMETER SHREDDED HARDWOOD BARK MULCH TREE RING SPREAD TO A CONSISTENT DEPTH OF 3-INCHES. ALL TREE RINGS SHOULD BE INSTALLED WITH A 5" DEPTH SHOVEL CUT EDGE, ANGLED 45 DEGREES INTO SOIL AT A 5' DIAMETER ABOUT THE CENTER OF THE TREE PLANTING. A PRE-EMERGENT GRANULAR HERBICIDE WEED-PREVENTER SHOULD BE MIXED WITH MULCH USED TO INSTALL TREE RING AS WELL AS TOPICALLY APPLIED TO COMPLETED INSTALLATION OF TREE RING.
- 5. MATERIALS POLYETHYLENE EDGING: EDGING SHALL BE 5" DEEP, POLYETHYLENE EDGING. OWNER'S REPRESENTATIVE SHALL APPROVE PRODUCT SPECIFICATION PROVIDED BY

SEEDING & POND VEGETATION NOTES

- 1. MATERIALS TURFGRASS SEED: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND EARTH CARPET'S "MADISON PARKS" GRASS SEED, OR EQUIVALENT AS APPROVED BY THE OWNER'S REPRESENTATIVE, INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. IN ADDITION TO TURFGRASS SEED, ANNUAL RYE SHALL BE APPLIED TO ALL DISTURBED AREAS AT A RATE OF 1 1/2 LBS PER 1000 SQUARE FEET. FERTILIZE AND MULCH PER MANUFACTURER'S RECOMMENDATIONS. MULCH SHALL BE CERTIFIED NOXIOUS WEED SEED-FREE
- 2. MATERIALS PRAIRIE SEED MIX: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL BE BROADCAST SEEDED WITH "DIVERSE PRAIRIE FOR MEDIUM SOILS" SEED MIX, AS PROVIDED BY PRAIRIE NURSERY, P.O. BOX 306, WESTFIELD, WISCONSIN, 53964, TEL. 608-296-3679 (OR APPROVED EQUIVALENT). INSTALL SEED WITH SUPPLEMENTAL MATERIALS AND AMENDMENTS AS RECOMMENDED BY SEED SUPPLIER AND AT RATES AND OPTIMUM TIMES OF THE YEAR AS RECOMMENDED BY THE SEED SUPPLIER TO ENSURE SUCCESSFUL GERMINATION AND SEED/ROOT ZONE GROWTH DEVELOPMENT, REFER TO PRODUCT SPECIFICATIONS AND MANUFACTURERS RECOMMENDATIONS FOR INSTALLATION.

CONTRACTOR AND OWNER RESPONSIBILITY NOTES

- GUARANTEE: THE CONTRACTOR SHALL GUARANTEE ALL PLANTS THROUGH ONE (1) YEAR AFTER ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PLANTS SHALL BE ALIVE AND IN HEALTHY AND FLOURISHING CONDITION AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL REPLACE (AT NO COST TO OWNER) ANY PLANTS THAT ARE DEAD OR NOT IN A VIGOROUS THRIVING CONDITION. REPLACEMENT PLANTS SHALL BE OF THE SAME KIND AND SIZE AS ORIGINALLY SPECIFIED UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE. RESTORE BEDS AS NECESSARY FOLLOWING PLANT REPLACEMENT, INCLUDING BUT NOT LIMITED TO BEDDING, EDGING, MULCH, ETC. REPLACE PLANTS DAMAGED AT TIME OF PLANTING. REPAIR AREAS DISTURBED IN ANY WAY DURING PLANT REPLACEMENT AT NO COST TO OWNER. CONTRACTOR SHALL PROVIDE A ONE (1)-YEAR STRAIGHTENING GUARANTEE FOR ALL TREES.
- CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER'S REPRESENTATIVE PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
- MAINTENANCE: (CONTRACTOR) FOR ALL PLANTINGS, AND SEEDED LAWN AREAS: THE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AND LAWN AREAS FOR A MINIMUM TIME PERIOD OF 60 DAYS. UNTIL FINAL ACCEPTANCE BY OWNER'S REPRESENTATIVE. THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY WATERING PLANTS AND LAWN/TURFGRASS DURING THIS 60 DAY ESTABLISHMENT PERIOD. CONTRACTOR IS RESPONSIBLE FOR THE ESTABLISHMENT OF HEALTHY VIGOROUS PLANT MATERIALS AND LAWN/TURFGRASS GROWTH. CONTRACTOR IS ALSO RESPONSIBLE FOR ANY PRUNING OF PLANT MATERIALS, AND SHAPING AND/OR REPLACEMENT OR SUPPLEMENT OF DEFICIENT SHREDDED HARDWOOD BARK MULCH DURING THIS PERIOD. LONG TERM PLANT MATERIALS AND LAWN/TURFGRASS MAINTENANCE AND ANY PROGRAM FOR SUCH IS THE RESPONSIBILITY OF THE OWNER. ALL PLANTINGS AND LAWN/TURFGRASS AREAS SHALL BE MAINTAINED IN A MANICURED CONDITION UNTIL THE TIME WHEN THE OWNER'S ACCEPTANCE IS GIVEN.
- MAINTENANCE: (OWNER) THE OWNER IS RESPONSIBLE FOR THE CONTINUED MAINTENANCE, REPAIR AND REPLACEMENT OF ALL LANDSCAPING MATERIALS AND WEED BARRIER FABRIC AS NECESSARY FOLLOWING THE ONE (1) YEAR CONTRACTOR GUARANTEE PERIOD.

PROVIDE VILLAGE STANDARD STREET TREET DETAIL



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CLIENT ADDRESS: 8501 75TH STREET, SUITE H KENOSHA, WI 53142

GREEN BAY TRAIL

PROJECT LOCATION: **VILLAGE OF PLEASANT PRAIRIE KENOSHA COUNTY, WISCONSIN**



Call 811 or (800) 242-8511 Milwaukee Area (262) 432-7910 Hearing Impaired TDD (800) 542-2289 www.DiggersHotline.com

PLAN MODIFICATIONS:

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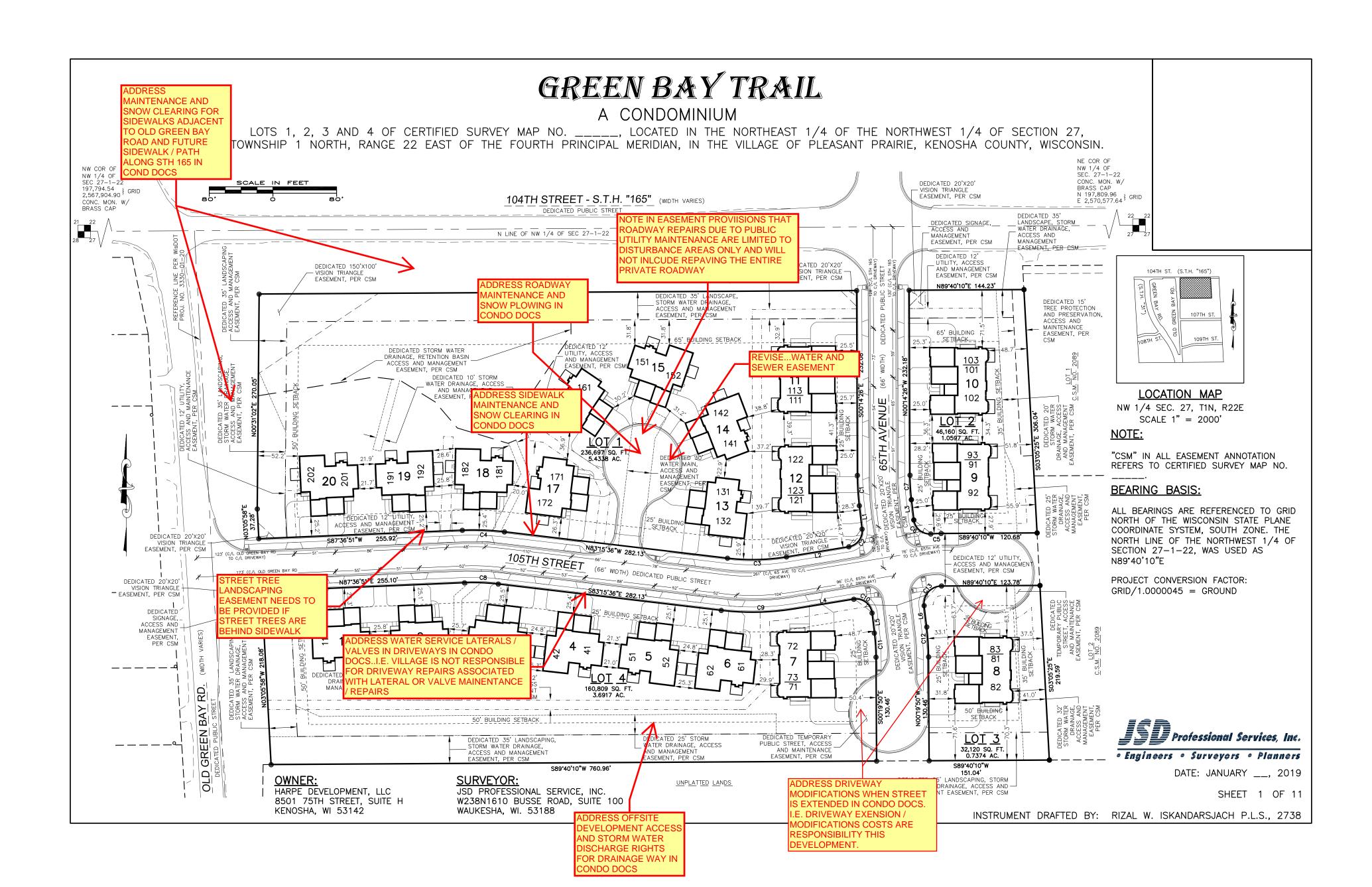
Approved: PRELIMINARY PLAN SUBMITTAL 01-25-19

LANDSCAPE NOTES, DETAILS, & **SPECIFICATIONS**

SHEET NUMBER:

SD PROJECT NO:

18-8835





VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director

FROM: Craig Roepke, Chief Fire & Rescue

CC: Peggy Herrick, Assistant Planner, Community Development

SUBJECT: Conceptual plan for Green Bay Trail Condos

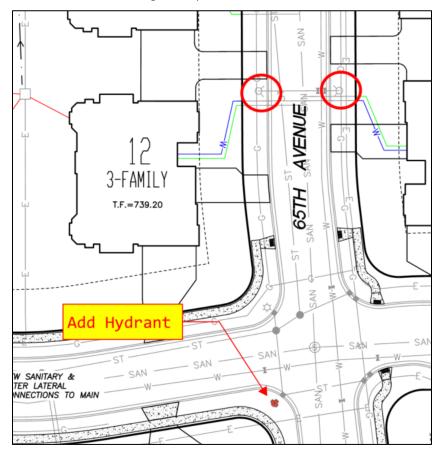
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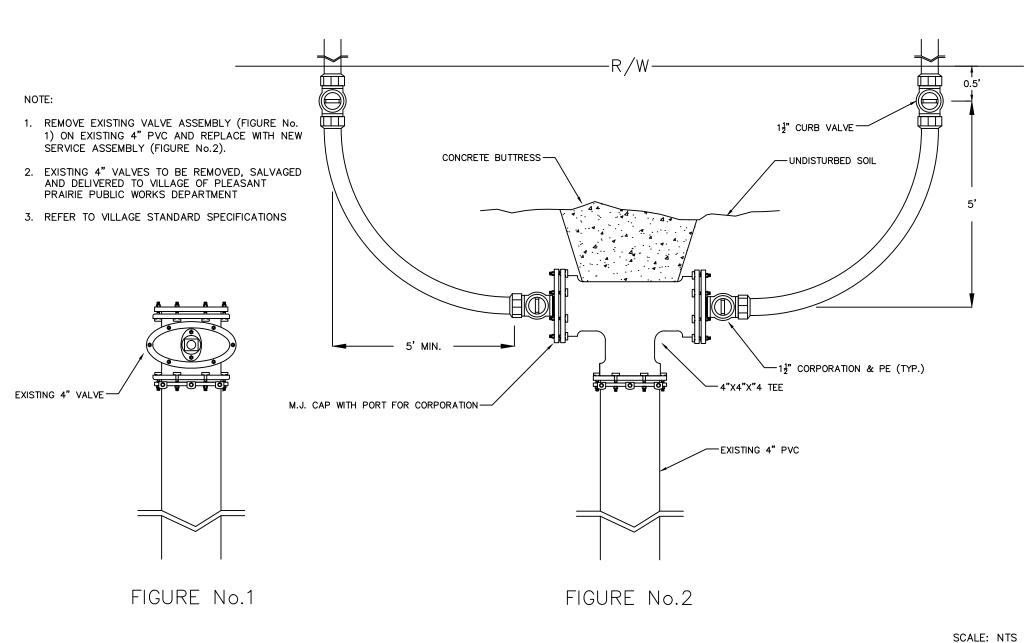
DATE: December 13, 2018

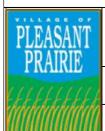
These are initial comments for the Conceptual Plan received for the Green Bay Trail Condos project

The Fire & Rescue Department have the following comments regarding the above project.

- 1. See attached markup Add or relocate hydrant to SW corner as shown. May utilize a hydrant from either dual set of hydrants (hydrants across from each other) located in project.
- 2. Refit all hydrants on project area to the Storz pumper nozzle, replacing the existing 4-1/2" Kenosha standard thread. This is a field changeable operation.







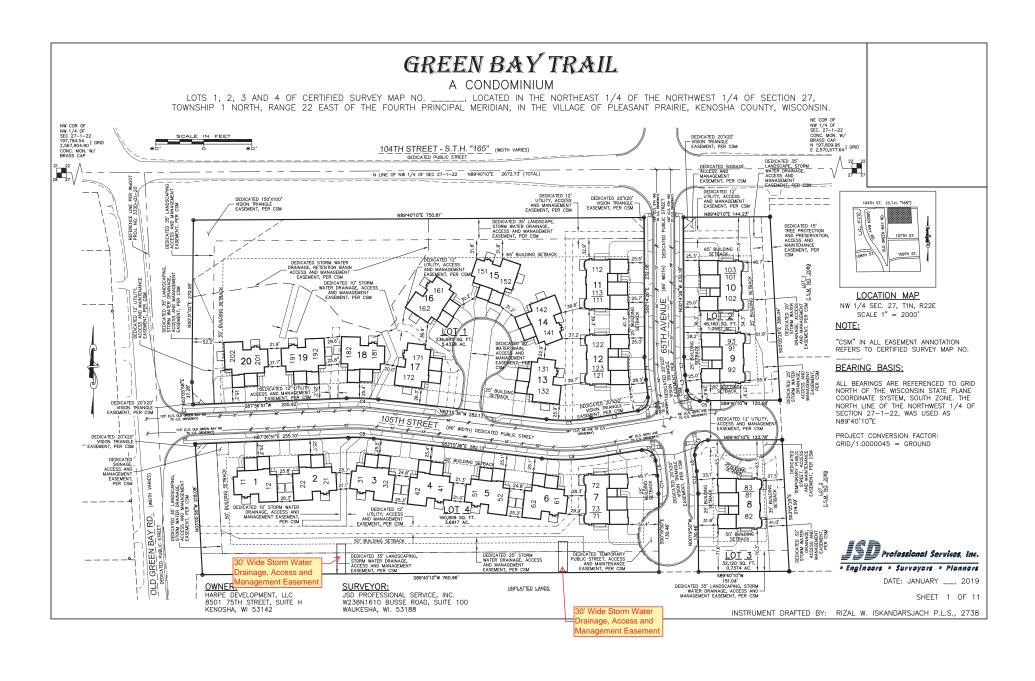
$4"X1\frac{1}{2}"X1\frac{1}{2}"$ WATER SERVICE DETAIL (TYP.)

CREATED: 02-11-19

REVISED:

APPROVED BY: KURT DAVIDSEN





Governing Agency Contacts

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9915 39TH STREET

PLEASANT PRAIRIE, WI 53158

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AT&T

MIKE TOYEK

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TDS TELECOM

SOUTHEAST WISCONSIN OFFICE: (877) 483-7142

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WI Department Of Natural Resources

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EMAIL: peter.wood@wisconsin.gov

2/21/19 rev. JWH

See Changes/ comments

DRAFT 1-25-2019

RETURN TO:

Harpe Development, LLC Dustin Harpe 8501 75th Street, Suite H Kenosha, WI 53142

PARCEL IDENTIFIER NUMBERS: See Attached Exhibit "A"

CONDOMINIUM DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR GREEN BAY TRAIL CONDOMINIUM

THIS DECLARATION (hereinafter "Declaration") is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act"), this ______ day of ______, 2019, by Harpe Development, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION

1.1 General Statement. The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as the "Property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors, and assigns, and to all parties hereinafter having any interest in the property. The property, together with all buildings and improvements is hereinafter called the "Condominium".

1

DRAFT 1-25-2019

2. LEGAL DESCRIPTION AND NAME

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

Legal description of Phase 1, as set forth on the attached Exhibit "A".

<u>2.2 NAME</u>. The aforesaid real estate and all buildings and improvements thereon shall be known as Green Bay Trail Condominium.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be fifteen (15) buildings in Green Bay Trail Condominium which shall contain a total of forty six (46) living units and Ninety Six (96) garage units. Each Unit (hereinafter described) shall have an attached garage. There will be Six (6) 3-family buildings and Fourteen (14) 2-family buildings.

Complete construction details of the Units are contained in working plans and drawings available for inspection at the office of the Declarant. The units are more fully described in the Condominium Plat attached hereto marked Exhibit "A" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the building and Units as finally located and erected. Declarant reserves the right to change the layout and dimensions of the buildings and Units shown in Exhibit "A" which are not presently constructed, provided that such changes will not substantially alter the architectural design, nature and quality of the buildings and Units.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of Forty six (46) Units in Green Bay Trail Condominium.

4.2 IDENTIFICATION. A "Unit" is that part of a building intended for individual, private use, comprised of one or more contiguous or noncontiguous cubicles of air at one or more levels of space having outer boundaries formed by the unfinished interior surface of the perimeter walls, floors and ceilings of the building. The Unit shall also consist of the windows, window frames, doors and door frames located within or contiguous to the Unit. The Units are designated by identifying numbers, and their location, boundaries, and immediate Limited Common Elements (hereinafter described) to which the Units have access and

3 Subject to proval

further details identifying and describing the Units are shown on the Condominium Plat, together with all fixtures and improvements therein contained. Each Unit shall also consist of one (1) "Garage Unit" which is intended for individual, private use comprised of one cubicle of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors and ceilings of the building. The Garage Unit shall also consist of the windows, window frames, doors and door frames which are located within or contiguous to the Unit. Said boundaries are shown on the Condominium Plat, together with all fixtures and improvements therein contained. A Unit and a Garage Unit may not be separated.

The post office addresses of the Units are: Are to be Determined

The owner of a Unit shall be known as "Unit Owner".

5. COMMON ELEMENTS

The "Common Elements" shall consist of all of the Condominium, except the Units as defined hereunder, including without limitation: the land on which the building or buildings are Each Unit Owner shall have an easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls and the like, where space between the walls may be a recycled that the space between the walls may be a recycled that the space between the walls may be a recycled that the space between the walls may be a recycled that the space between the walls may be a recycled that the space between the walls may be a recycled that the space between the walls may be a recycled that the space between the walls may be a recycled that the space between the walls may be a recycled that the space between the walls may be a recycled that the space between the walls may be a recycled that the space between the walls may be a recycled that the space between the walls may be a recycled to the space between the walls may be a recycle located; bearing walls, floors and ceilings (except the interior surfaces thereof, which form the

provided that the Unit Owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between the Units, and provided further that the Common Elements be restored to their former condition by the Unit Owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit Owners, Declarant and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or Units.

The manner of use of the Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by Green Bay Trail Condominium Association, Inc., (the "Association"), and no Unit Owner shall decorate, landscape or adorn any Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

Submit Green Buy Trail
Condominium Association Inc.
Atticks of Association

filed incorporation document

denloper).

6. LIMITED COMMON ELEMENTS

6.1 DESCRIPTION. A portion of the Common Elements are designated as "Limited Common Elements" as are shown on the Condominium Plat. Limited Common Elements consist of patios, balconies and parking immediately in front of a Garage Unit. Limited Common Elements shall be reserved for the exclusive use of the Unit to which they are appurtenant.

6.2 PARKING. Unit Owners may park automobiles immediately in front of their Garage Unit, provided such parking does not interfere with the access to other Unit's garage. At no time shall a Unit Owner allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight in such assigned parking space without first obtaining the written consent of the Association.

6.3 SATELLITE DISH. There shall be no television satellite dish of any type placed upon any of the Common Elements or Limited Common Elements, except as provided herein. The Unit Owner may place a satellite dish in such a location as to minimize its obstruction and offensiveness to other Unit Owners either by location or by use of screening appropriate to the design, decoration and landscaping of the Condominium. The installation shall not effect the structural soundness or integrity of any building. The Unit Owner shall bear all costs associated with the installation of the satellite dish and with concealing the satellite dish from public view, including, but not limited to, the installation of shrubbery, partition wall or other such costs associated with the concealment of the satellite dish. The intention of this paragraph is to harmonize aesthetics with the Unit Owner's right to receive satellite signals to the extent possible. Any disputes under this paragraph shall be resolved by binding arbitration.

6.4 USE. The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association, and no Unit Owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

Each Unit Owner shall own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit. The percentage of such undivided interest in the Common Elements and Limited Common Elements appertaining to each Unit shall be 1.51%.

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8. RESIDENTIAL PURPOSE

All buildings and the Units therein contained are intended for and restricted exclusively to residential use.

9. ASSOCIATION OF UNIT OWNERS

9.1 DUTIES AND OBLIGATIONS. All Unit Owners shall be entitled and required to be a member of the Association. The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors") consisting of such number of persons as provided in the Bylaws of the Association. The Association may be incorporated as a non-profit corporation under the Laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association.

9.2 VOTING RIGHTS. Each Unit Owner shall be entitled to one (1) vote for each Unit owned. The Unit Owners shall have the right to vote on all matters submitted to a vote of the Members and such other additional rights and powers as set forth in the By-Laws. The Declarant shall be entitled to one (1) vote for each Unit owned by Declarant. Notwithstanding the foregoing provisions for voting, the Declarant shall be deemed to have sufficient votes to constitute a majority of votes until all of Declarant's Units are sold; provided, however, that Declarant's control shall cease ten (10) years after the first Unit is conveyed to a purchaser other than Declarant, or thirty (30) days after the conveyance of Seventy-five percent (75%) of the Common Elements, whichever time is earlier following the creation of an owner operated and responsible Association.

9.3 ASSOCIATION PERSONNEL. The Declarant and Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Declarant and Association may contract for lighting, heating, water, trash collection, sewer service and such other common services as may be required for each Unit.

9.4 CONDOMINIUM DOCUMENTATION. The Association shall be required to make available to Unit Owners, their lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers current copies of the Declaration,

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Bylaws, and other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. Upon written request from any of the agencies or corporations which have an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year. The Homeowners Association shall make an audited financial statement for the preceding fiscal year available to the Holder, insurer, or guarantor of any first mortgage that is secured by a Unit on submission of a written request for it. The audited financial statement shall be made available within one hundred twenty (120) days of the fiscal year end of the Homeowners Association. The cost of the audit shall be at the expense of the Homeowners Association.

9.5 INITIAL WORKING CAPITAL AND RESERVE FUND. At the time of the first conveyance of a Unit from the Declarant, the purchaser of such Unit shall pay to the Association a one-time contribution in effect at the time of sale. The contribution shall be placed into a reserve for future repairs and replacements. Amounts paid pursuant hereto are not to be considered as an advance payment of the monthly assessment.

9.6 REMEDIES FOR VIOLATIONS BY UNIT OWNER. A Unit Owner who fails to comply with the Declaration, the Bylaws, the Association rules, or the Act, is liable for any charges, fines, or assessments imposed by the Association pursuant to the Bylaws or Association rules as a result of the violation and may be subject to a temporary or permanent injunction.

10. REPAIRS AND MAINTENANCE

10.1 COMMON ELEMENTS. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all grounds and landscaping. In addition, the Association shall regulate the use of the Common Elements to ensure proper and attractive conditions. Unit Owners, and their occupants, shall promptly report to the Association, any condition that might damage the Common Elements or Limited Common Elements. Unit owners shall keep their screens in place in their exterior windows and in good repair.

Note of the Village will not be liable or responsible

for any costs associated with the repair or

teplacement of derivays or sidewalles or landscaping

that is located street and analysation stop and regarded second or water laterals, connections or short off valves.

10.2 INDIVIDUAL UNITS AND LIMITED COMMON ELEMENTS. Each Unit Owner shall be responsible for keeping the interior of his/her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for all plumbing fixtures and piping connected to the Unit, fireplace, chimney, and flue, the replacement of windows, doors, lighting fixtures, refrigerators, air-conditioning equipment, all components of any furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the Unit. Each Unit Owner shall keep the Limited Common Elements appurtenant to his Unit in a good, clean, sanitary, and attractive condition. In addition, the Association shall regulate the use of the Limited Common Elements to ensure proper and attractive conditions.

10.3 PROHIBITION AGAINST STRUCTURAL CHANGES BY

OWNER. A Unit Owner shall not, without first obtaining the written consent of
the Association, make any alteration that would jeopardize the soundness or
safety of the Condominium, reduce the value of the Condominium, or impair any
easement or hereditament, or change the exterior appearance of a Unit including
but not limited to painting the exterior or changing or adding different windows or
doors or any other portion of the Condominium not part of the Unit. A Unit
Owner may make improvements or alterations within the Unit that do not impair
the structural integrity, or lessen the support of any portion of the Condominium,
and that do not create a nuisance substantially affecting the use and enjoyment of
other Units or the Common Elements.

10.4 ENTRY FOR REPAIRS. The Association shall have an irrevocable right and easement to enter any Unit at reasonable times and under reasonable conditions when necessary to make repairs to Common Elements and Limited Common Elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. The Association shall make a reasonable effort to give prior notice to the owners, except in cases involving manifest danger to public safety or property, and with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and be treated as a common expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

10.5 IMPROVEMENTS TO LIMITED COMMON ELEMENTS. A Unit Owner may improve the Limited Common Elements appurtenant exclusively to the Unit Owner's Unit if all the following conditions are met:

- 1. A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the Condominium, and identifying the project contractor is submitted to the Board of Directors of the Association.
- 2. The improvements will not interfere with the use and enjoyment of the Units of other Units Owners, or the Common Elements, or Limited Common Elements of the Condominium.
- 3. The improvement will not impair the structural integrity of the Condominium.
- 4. Any change to the exterior appearance of the Condominium is approved by the Board of Directors of the Association
- 5. All costs and expenses of an improvement, and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement, are the obligation of the Unit Owner. The Unit Owner shall protect the Association and other Unit Owners from liens on property of the Association, or of other Unit Owners that otherwise might result from the improvement.

11. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise furnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the Unit and all walls, ceilings, floors, and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

12. RESTRICTION ON USE AND OCCUPANCY

Each Unit shall be occupied and used only for single family private dwelling purposes as provided in the Bylaws of the Association. No trade, except an approved home office, shall be carried on anywhere within the Condominium, except as otherwise provided herein. All leases or rental agreements shall be in writing. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion.

Unit Owners other than Declarant may lease or rent a Unit; however, the lease must have a minimum initial term of one (1) year. No rooms in any Unit may be rented and no transient

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tenants may be accommodated. As a condition of the rental or lease of a Unit, the Unit Owner grants the Association power of attorney to bring an eviction action against a tenant of the Unit Owner who has failed to comply with the Declaration, the Bylaws, rules of the Association, or any act or omission that constitutes grounds for eviction under Chapter 704 of the Wisconsin Statutes, if the Unit Owner, after being requested by the Association to evict the tenant, fails to take reasonable action to evict the tenant. Giving notice terminating, or not renewing a tenant's lease or rental agreement within sixty (60) days after an eviction request by the Association, constitutes reasonable action to evict the tenant for purposes of this paragraph. The Association shall give the Unit Owner ten (10) days' written notice of the Association's intent to evict a tenant. The cost of the eviction shall be the responsibility of the Unit Owner and shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two (2) years after the date the assessment becomes due.

Notwithstanding anything to the contrary herein, at least 80% of the Units shall be owner occupied. In addition, no Unit Owner may have a storage pod or trailer in the parking lot or adjacent to a unit for more than 2 weeks.

A tenant of a Unit who fails to comply with this Declaration, the Bylaws, rules of the Association, or the Act that results in a charge, fine, or assessment imposed by the Association pursuant to the Bylaws or Association rules is liable for the charge, fine, or assessment. The Unit Owner of the Unit occupied by the tenant when the violation occurred is liable for any charges, fines, or assessments imposed by the Association for which the tenant is liable that are not paid by the tenant within thirty (30) days after receiving notice of the charge, fine, or assessment. If the Association imposes a charge, fine, or assessment as a result of a violation by the tenant of a Unit, the Association shall give notice to the tenant by any method under Wisconsin Statute Section 704.21(1)(a) – (e) and to the Unit Owner of the Unit occupied by the tenant by any method under Wisconsin Statute Section 704.21(2)(a) – (d). The notice shall include all of the following:

A. The amount of charges, fines, or assessments for which the tenant is liable.

B. Notice that if the tenant fails to pay the Association the amount for which the tenant is liable within thirty (30) days after the tenant receives the notice, the Unit Owner is liable to the Association for the unpaid amount by the tenant.

The rental or lease of a Unit constitutes an agreement by the tenant, as a condition of the Lease, to comply with this Declaration, the Bylaws, the rules of the Association, and the provisions of the Act. Within five (5) business days after entering into or renewing a written Lease Agreement, the Unit Owner shall provide a copy of the Lease Agreement to the Association. The Association shall keep a copy of the Lease Agreement on file while the Lease Agreement is in effect. Prior to the occupancy of a Unit, the Unit Owner shall provide a copy of

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this Declaration, the Bylaws, and the rules of the Association, to the tenant, or place the information in the Unit.

13. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the Units of the Condominium, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. On reconstruction the design, plan and specifications, of any building or Unit, may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any Unit may not vary more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

If a Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the Condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the Common Elements, and shall be distributed in accordance with the priority of interest in each Unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the Condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the Unit Owners shall be assessed for the deficiency in accordance with the percentage of ownership in the Common Elements.

14. INSURANCE

The Board of Directors of the Association shall obtain and maintain insurance for the Condominium against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The insurance shall also cover the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the interior and exterior walls. The Association shall also provide insurance coverage for fixtures, improvements, and alterations that are a part of the building or structure located within the Units to the extent provided for in the original building specifications, if said coverage is available to the Association by the terms of the blanket casualty insurance policy. The insurance shall be obtained in the name of the Association as

trustee for each of the Unit Owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. The Association is hereby designated and each Unit Owner hereby appoints the Association to represent the Unit Owners in any related proceedings, negotiations, settlement, or agreements, regarding the insurance coverage. Each Unit Owner hereby appoints the Association as an attorney-in-fact for the purpose of representation in any related proceedings, negotiations, settlements, or agreements, regarding insurance. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit Owners or the Association or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

The Unit Owner shall be responsible for and shall obtain insurance coverage for personal property and the replacement of appliances including refrigerators, dishwashers, disposal, laundry equipment such as washers and dryers, and ranges.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of insurance proceeds. If it is determined not to reconstruct or repair the Condominium, or the Court has ordered partition of the Condominium, then the proceeds shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interest may appear in the manner provided by the Act. If after the Common Elements have been completely repaired or restored, and there is a surplus of insurance proceeds, then the surplus shall be considered a common surplus and may, at the direction of the Board of Directors, be distributed to the Unit Owners in accordance with their percentage of ownership in the Common Elements.

If insurance coverage is available to combine protection for the Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his expense, to provide any additional insurance coverage on his improvements which will duplicate any insurance provided by the Association of Unit Owners. The Board of Directors shall also provide and maintain public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time but, in any event such coverage shall be for at least \$1,000,000.00 for bodily injury and personal injury including deaths of persons and property

damage arising out of a single occurrence. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

15. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the Common Elements and Limited Common Elements, and the common services provided to the Unit Owners shall be paid for by the Association. The Association shall make assessments against the Unit Owners (except the Declarant, which shall be obligated to pay for common expenses in accordance with the provisions set forth below) as well as the Units themselves, for such common expenses and for the creation of reserves for the payment of future common expenses with each Unit subject to said assessment paying an equal share of the assessment. With each phase of development, the share shall change accordingly. It being the intent of the Declarant that the share shall initially be, after construction of the initial phase, one/sixteenth (1/16th) per Unit, and upon the conclusion of the total envisioned project, the share shall be one/ninety-sixth (1/96th) per Unit. Any Unit Owner or mortgage gaining an interest in any Unit, prior to completion of all intended phases, consents to the automatic alteration of this fraction, from time to time, using the aforementioned formula.

A Unit Owner, except Declarant, shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association, or during any period in which the Unit is not occupied by the Unit Owner, or is leased or rented to any other person. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

No Unit Owner may exempt himself or his Unit from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the Common Elements or Limited Common Elements or services or by the abandonment of his Unit.

The Declarant shall be responsible for paying the difference between the actual aggregate common expenses incurred by the Association, and the actual aggregate amount of assessments collected from Unit Owners from the date the first Unit is sold until the date the last Unit is sold by Declarant. In no event shall Declarant's obligation for common expenses exceed the amount that Declarant would have been obligated to pay in assessments had Declarant been deemed an owner of a Unit subject to the imposition of assessments from the date a permanent occupancy

* Note when 65th Avenur or 105th steet are extended it shall be the Assas responsibility (or # for Deniloper) to path pay for any direway extensions for Buildings 7,8 or 9 and for the installation of public street tree (see Landscape Plan exhibit).

permit was issued for a Unit owned by Declarant. The Declarant shall not be responsible for paying any expenses after the date of conveyance of the last Unit by the Declarant.

All common expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a Unit at the time the assessment became due regardless of when within the two year period it is filed. The Association must serve the Declarant with a notice of dues within thirty (30) days of assessment.

A lien for delinquent common expenses that the Association assesses against a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. In addition, a lien for common expenses will not be affected by the sale or transfer of a Unit unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not release any subsequent Unit Owner from paying any further assessments.

The Association is granted the power to collect levied assessments from the Unit Owners in accordance with legal remedies available if the assessments are not paid when they are due. The assessments, including interest at Twelve percent (12%) annum, costs and reasonable attorneys fees, shall become a lien against the Unit.

All sums assessed by an association, but unpaid for, regarding the share of the common expenses chargeable to any Unit constitutes a lien on the Unit and on the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto prior to all other liens except:

- A. Liens of general and specific taxes;
- B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- C. Mechanics liens filed prior to the making of the assessment;
- D. All sums unpaid on any mortgage loan made under Section 45.80 (1989 Stats.) of the Wisconsin Statutes;
- E. A lien under Section 292.31(8)(i) or 292.81 of the Wisconsin Statutes.

The common surpluses resulting from the operation of the Condominium shall be credited to the Unit Owner's assessments for common expenses, or shall be used for any other purpose as the Association decides, or shall be refunded to the Unit Owners with each Unit receiving a share of said surplus in proportion to the dues paid by the Unit Owner during the preceding twelve (12) month period.

A grantee of a Unit is entitled to a statement from the Association, or the Board of Directors, setting forth the amount of unpaid assessments against the grantor of a Unit. The grantee of a Unit is not liable for, nor shall the Unit conveyed be subject to a lien that is not filed for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association, or the Board of Directors, does not provide such a statement within ten (10) business days after the grantee's request, the Association is barred from claiming under any lien that is not filed prior to the request for the statement against the grantee.

16. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more coowners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Units as between such co-owners. Ownership shall be limited to 4 or fewer co-owners as tenants in common or as joint tenants.

$\underline{17.\,\,CONVEYANCE}$ TO INCLUDE INTEREST IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The percentage of the undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 UTILITIES. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements and Limited Common Elements.

18.2 PERMITS, LICENSES AND EASEMENTS. The Association and the Declarant shall have the right to grant permits, licenses and easements over the common elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

The Declarant hereby reserves the unqualified right of access or ingress and egress across the property set forth in Section 2.1 to the Expansion Lands as set forth in Section 2.3. Said easement shall run with the land and inure to the benefit of the Declarant, its successors and assigns. In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto. In the event the Declarant shall not add to the Condominium all or any portion of the Expansion Real Estate, the Declarant nevertheless shall have the right to construct on, renovate, or remodel all or any portion of any improvements on the Expansion Real Estate and to operate the same without restriction.

18.3 ENCROACHMENTS. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the Common Elements, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachments occurred due to the willful conduct of said owner or owners.

18.4 BINDING EFFECT. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 18.



19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

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

20. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this declaration may be amended with the written consent of at least Sixty-seven percent (67%) of the aggregate votes of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgage of the Unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent on a Unit, constitutes approval of the first mortgage or equivalent security interest holder under this Paragraph. The documents submitting the amendment for recording shall state that the required consents and approval for the amendment were received. A copy of the amendment shall be recorded with the Register of Deeds for Kenosha County and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his address on file with the Association. In addition to the foregoing, this Declaration may be amended in any other manner provided under the Act. No action to challenge the validity of an amendment under this Section may be brought more than one (1) year after the amendment is recorded.

21. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all Unit Owners, all or part of the Condominium may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Kenosha County, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Kenosha County, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property. Upon removal of any property from the act, the property shall be deemed to be owned in common by the Unit Owners. The undivided interest in the property owned in common which appertains to each Unit Owner shall be the percentage of undivided interest previously owned by the owner in the Common Elements.



- 22.1 NOTICES TO UNIT OWNERS. All notice and other documents required to be given pursuant to this Declaration or the Bylaws of the Association shall be sufficient if given to one (I) registered owner of a Unit regardless of the number of owners who have an interest therein. All Unit Owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.
- 22.2 NOTICES TO FIRST LIEN HOLDERS. A holder, insurer or guarantor of a first mortgage (an eligible mortgage holder), upon written request to the Association will be entitled to timely written notice of:
 - A. Any proposed amendment of the Condominium Declaration affecting a change in (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (2) the interest in the Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (3) the number of votes in the Association appertaining to any Unit, (4) the purposes to which any Unit or the Common Elements are restricted; (5) in assessments that raise the previous assessed amount by more than Twenty five percent (25%), (6) the reserves for maintenance, repair and replacement of common elements which results in a reduction, (7) expansion or contraction of the project or the addition, annexation, or withdrawal of property to or from the project, (8) imposition of any restrictions on the leasing of Units, (9) imposition or restriction on a Unit Owner's right to sell or transfer his Unit, or (10) the restoration or repair of the project in a manner other than specified in the document.
 - B. Any proposed termination of the Condominium regime;
 - C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
 - D. Any delinquency in the payment of assessments or charges owned by a Unit Owner or a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;
 - E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

23. FURTHER MATTERS

A. All present and future owners of Units, tenants of such owners and any other occupants of Units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association, and the Bylaws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any Unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Act.

B. The Declarant hereby reserves the right to cause one or more of the Units it owns to be maintained as a model unit and to display such models and the Common Elements of the Condominium. The Declarant further reserves the right to maintain signs offering the sale of Units in the Condominium until all Units are sold at which time "For Sale" or "For Lease" signs shall be prohibited.

C. If entered into before the officers elected by the Unit Owners pursuant to the Bylaws take office, any management contract, lease of recreational or parking areas or facilities, any contract or lease to which a Declarant or any person affiliated with the Declarant is a party and any contract or lease which is not bona fide or which was not commercially reasonable to Unit Owners, when entered into under the circumstances then prevailing may be terminated by the Association or its Board of Directors at any time without penalty upon not less than ninety (90) days notice to the other party thereto.

24. RESIDENT AGENT

The resident agent shall be John A Warosh, 10105 74th Street, Suite 101, Kenosha, WI 53142, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

25. NUMBER AND GENDER

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

26. CAPTIONS

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

27. SEVERABILITY

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

28. CONFLICTS IN PROVISIONS

If there is any conflict between any provision and this Declaration and the provisions of the Condominium Plat or any provisions of the Bylaws, the provisions of this Declaration shall control. If there is any conflict between any provisions of any condominium instruments and any provisions of any Bylaws, the provisions of the condominium instruments shall control. If there is any conflict between any provisions of any condominium instruments or any provisions of any Bylaws and any provisions of Wisconsin Statutes Chapter 703, the provisions of Wisconsin Statutes Chapter 703 shall control.

29. HOMESTEAD

This is not homestead property.

IN WITNESS WHEREOF, the sa	id Declarant, Harpe Deve	lopment, LLC, has caused thi
Amendment to be executed at	, Wisconsin, this	day of July, 2006.
, 2019		

Dustin Harpe, Managing Member				
On this day of, 2019, before me personally came Harpe Development, LLC, by Dustin Harpe, Managing Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.				
Notary Public, State of Wisconsin. My commission expires:				

2/21/19 (c). JWH

BYLAWS

OF

GREEN BAY TRAIL CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

Pursuant to the Articles of Incorporation of Green Bay Trail Condominium Association, Inc., and the Condominium Declaration of Green Bay Trail Condominium, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, (hereinafter called the "Declaration") by Green Bay Trail, LLC (together with its successors and assigns hereinafter "Declarant"), the following are adopted as the Bylaws of Green Bay Trail Condominium Association, Inc. (hereinafter referred to as the "Association"), which is a non-stock, non-profit corporation formed and organized to serve as an Association of the owners of Units (hereinafter referred to as "Unit Owners") who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration, which is incorporated by reference.

These Bylaws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

MEMBERS, VOTING AND MEETINGS

- <u>2.1 MEMBERS</u>. The corporation shall have one class of members, and the rights and qualifications of the members are as follows:
 - 1. Defined. Members shall be all Unit Owners, with the initial exception of the Declarant, and shall have one vote for each Unit owned. Every Unit Owner upon acquiring ownership automatically becomes a member of the Association and remains a member thereof until such time as his ownership of such Unit

ceases for any reason, at which time his membership in the Association shall automatically cease.

- 2. One Membership Per Unit. One membership and one vote shall exist for each Unit. The Declarant shall be entitled to one vote for each Unit owned by Declarant. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interest must be voted pursuant to the nomination contained in the Membership List. The Declarant shall be deemed to have sufficient votes to constitute a majority of votes until all of Declarant's Units are sold; provided, however, that Declarant's control shall cease ten (10) years after the first Unit is conveyed to a purchaser other than Declarant, or thirty (30) days after conveyance of Seventy-five percent (75%) of the Common Elements, whichever is earlier.
- 3. Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each Unit and the person designated to cast the one vote pertaining to such Unit. Only the person so the designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.
- 4. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new owner, identification of Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.
- 2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members' meeting shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership List. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed

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with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 TIME. PLACE, NOTICE AND CALLING OF MEMBERS'MEETINGS. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed, emailed or personally delivered not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on the third Monday in January of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

ARTICLE III

BOARD OF DIRECTORS

3.1 NUMBER AND QUALIFICATIONS OF DIRECTORS. The initial Board of Directors shall consist of five (5) persons appointed by Declarant, who need not be members of the Association, to serve as hereinafter set forth. Prior to the conveyance of twenty-five percent (25%) of the Common Elements to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the members of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Common Elements to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the members of the Board of Directors. The remaining members of the Board of Directors shall serve until Declarant no longer owns a Unit or a date not exceeding ten (10) years from the first conveyance of a Unit by a Declarant to any person other than Declarant, whichever shall occur first. Thereafter, the Board of Directors shall consist of three (3) persons, to be classified with respect to the terms for which they severally hold office as set forth in Paragraph 3.3 below. Each member of the

Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

- 3.2 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.
- 3.3 ELECTION AND TERM OF DIRECTORS. At the first annual meeting of the Association after Declarant no longer owns any Unit, the members shall elect three (3) directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:
 - (a) One (1) director whose term will expire after one (1) year, at the next annual meeting of the Association.
 - (b) One (1) director whose term will expire after two (2) years, at the second annual meeting of the Association after his election.
 - (c) One (1) director whose term will expire after three (3) years, at the third annual meeting of the Association after his election.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

3.4 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

- 3.5 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.
- <u>3.6 REGULAR MEETINGS AND NOTICE</u>. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.
- 3.7 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.
- 3.8 WAIVER OF NOTICE. Before, at or after any meeting of the Board of Directors, any director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 3.9 QUORUM OF DIRECTORS ADJOURNMENTS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.
- 3.10 FIDELITY BONDS. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

- <u>3.11 COMPENSATION</u>. No director of the corporation shall receive any fee or other compensation for such services rendered to the Association, except by specific resolution of the membership.
- 3.12 INFORMAL ACTION. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as unanimous vote.

ARTICLE IV

OFFICERS

- 4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.
- 4.2 PRESIDENT. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President, including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein.
- 4.3 VICE-PRESIDENT. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

- <u>4.4 SECRETARY</u>. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of Secretary.
- 4.5 TREASURER. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.
- 4.6 LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he has reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.
- <u>4.7 COMPENSATION</u>. No officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V

OPERATION OF THE PROPERTY

5.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property, in accordance with the Declaration, the Articles of Incorporation, and these Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

- 5.2 RULES AND REGULATIONS. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units, Common Elements, and Limited Common Elements by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units, Common Elements, and Limited Common Elements by persons entitled thereto.
- 5.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be allocated among, and assessed against the Units as set forth in the Declaration. The assessment shall be prorated and paid monthly to the Association on or before the first day of each month. If any payment is not made within ten (10) days of the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full.
- 5.4 OPERATING BUDGET. The annual operating budget shall set forth all of the following:
 - (a) All anticipated common expenses and any amounts to be allocated to a reserve fund.
 - (b) The amount and purpose of any other anticipated Association expenditures.
 - (c) The amount in any reserve fund or any other funds held for future expenditures.
 - (d) Any common surpluses.
 - (e) The amount and source of any income, other than Unit Owner assessments.
- (f) The aggregate amount of any assessment to be levied against Unit Scenary for a datamal operational capits of tras training operational capits. Owners and the purpose of the assessment.

The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses of the Association which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements and Limited Common Elements, lawn care and snow removal, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary expenses of the Association, the directors may levy a further assessment against the Units which are subject to assessment equally.

The reserve fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any Unit whose owner wishes to sell or lease to the Association. The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each Unit, if resulting from action by the Association. The Unit Owner or Unit Owners responsible for any lien which is paid by the Association, but not the obligation of the Association, shall be specially assessed for the full amount thereof.

The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair is necessary to protect the Common Elements. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible thereof.

The Board of Directors shall determine the amount to be assessed Unit Owners for reserve funds after considering all of the following:

- (a) The reserve funds currently in the fund.
- (b) The estimated cost of repairing or replacing common elements, other than routine maintenance.
 - (c) The estimated remaining useful life of the common elements.
- (d) The approximate proportion of the estimated cost of repairing or replacing common elements that would be covered by the reserve funds and the approximate proportion that will be funded by other means.
 - (e) Any other factor that the Association considers relevant.

The annual budget shall be prepared and determined by December 15 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of the assessments payable on behalf of each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such assessments are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exist.

- 5.5 DEFAULT. If a member of the Association is in default in payment of any assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of suit and the legal interest, together with a reasonable attorney's fee.
- 5.6 MANNER OF BORROWING MONEY. Upon the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes at a meeting called for such purpose, the Association may borrow money for Association needs and assess Unit Owners a charge sufficient to cover monthly principal an interest amortization. The President and Secretary on behalf of the Association shall be authorized to execute the necessary loan documents.
- 5.7 MANNER OF ACQUIRING AND CONVEYING PROPERTY. Upon the written consent of seventy-five percent (75%) or more of the Unit Owners, the

Association may acquire land in its own name. The President and Secretary on behalf of the Association shall be authorized to execute necessary documents to effectuate the acquisition.

Upon written consent of One hundred percent (100%) of Unit Owners and mortgagees portions of the Property as described in the Declaration may be sold. However, the Declaration shall be amended to reflect such sale. Proceeds of any sale shall be divided among the Unit Owners according to their percentage of ownership in Common Elements.

ARTICLE VI

DUTIES AND OBLIGATIONS OF UNIT OWNERS

- <u>6.1 RULES AND REGULATIONS</u>. The Units, Common Elements, and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws, Condominium Plat and the rules and regulations of the Association, including the following:
 - <u>a) USE</u>. No Unit to be occupied or used for any purposes other than a single family private residence.
 - <u>b) OBSTRUCTIONS</u>. There shall be no obstruction of the Common Elements and nothing shall be stored therein without the prior consent of the Association.
 - c) INCREASE OF INSURANCE RATES. Nothing shall be done or kept in any Unit, Common Element, or Limited Common Element which will increase the rate of insurance on the Condominium without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or Limited Common Element which will result in the cancellation of insurance on any Unit or any part of the Condominium, or which would be in violation of any law or ordinance. No waste will be committed in the Common Elements or Limited Common Elements.
 - <u>d) SIGNS</u>. No sign of any kind shall be displayed to the public view on or from any Unit, the Common Elements, or the Limited Common Elements without prior consent of the Association except for a sign that supports or opposes a candidate for public office or a sign that supports or opposes a referendum question, pursuant to 2005 Wisconsin Act 303, Display of Political Signs in

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Condominiums. The location of political signs shall be approved by the Green Bay Trail Homeowners' Association.

- <u>e) ANIMALS</u>. No reptiles or uncaged birds shall be permitted within the Condominium. Unit Owners may keep no more than two (2) pets per Unit; provided, however, that:
 - (i) The pet is under twenty-six (26") inches in height when measured from the base of its fore-paw to the top of the corresponding shoulder;
 - (ii) The pet is not permitted on any of the Common Elements while unattended or unleashed;
 - (iii) The individual attending the pet immediately disposes of any and all of the pet's solid waste in the manner prescribed by the Association;
 - (iv) The owner of the pet complies with such rules of pet ownership as may be promulgated by the Association; and
 - (v) The pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, any pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein or otherwise violates the terms of this Paragraph 6.1.e. or rules promulgated under subparagraph (iv).
 - (vi) Any and all costs of repairing damage caused by a pet shall be borne by its owner. Any Unit Owner failing to comply with this Section shall, absent unusual circumstances under which the Board of Directors determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of Five hundred Dollars (\$500.00) per month or part thereof until the owner has complied. Such pet fee may be collected in the same manner as assessments under Section 5.3.

<u>f) EASEMENT RESPONSIBILITIES</u>. All unit owners are bound by the dedicated easements and easement responsibilities as identified on the condominium plat and attached as Exhibit "A" attached.

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- <u>f) NOXIOUS ACTIVITY</u>. No noxious or offensive activity shall be carried on in any Unit, the Common Elements or the Limited Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.
- g) ALTERATION, CONSTRUCTION OR REMOVAL. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.
- <u>h) CONFLICT</u>. The above rules and regulations and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.
- <u>i)</u> REMEDIES. Failure to comply with any of these Bylaws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable for the Association or, in a proper case, by an aggrieved member.
- 6.2 MAINTENANCE AND REPAIR OF UNITS. Every Unit Owner must perform properly or cause to be performed all maintenance and repair work within his own Unit which if omitted would affect the Condominium or a portion belonging to other Unit Owners, and such Unit Owners shall be personally liable to the Association for any damages caused by their failure to do so.

6.3 LIMITED COMMON ELEMENTS. Every Unit Owner must maintain the Limited Common Elements appurtenant to his Unit in clean and proper condition. No objects or structures other than approved moveable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association. Every Unit Owner shall have the right to decorate the Limited Common Elements appurtenant to his Unit in a nonstructural manner provided that decorations which are visible to other Units or to the public shall have the prior written approval of the Board of Directors of the Association.

<u>6.4 ADDITIONAL RULES AND REGULATIONS</u>. Additional rules and regulations concerning the use of the Common Elements and Limited Common Elements

need to more H cuyin define obligations. may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to their effective date.

ARTICLE VII

GENERAL

- 7.1 FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.
- 7.2 SEAL. The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

ARTICLE VIII

AMENDMENTS

- 8.1 BY MEMBERS. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of Unit Owners having Sixty-seven percent (67%) or more of the votes.
- 8.2 RIGHTS OF DECLARANT. No amendment of these Bylaws shall alter or abrogate the rights of Declarant, without the Declarant's consent, as contained in these Bylaws.

ARTICLE IX

MISCELLANEOUS

9.1 RECORD OF OWNERSHIP. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such Unit or other evidence of his title thereto, and shall file such lease with and present

such other evidence of this title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

- 9.2 MORTGAGES. Any Unit Owner who mortgages his Unit or any interest therein shall notify the Board of Directors of the name and address of this mortgagee, and shall maintain all such information in the record of ownership of the Association. The Board of Directors at the written request of any mortgagee shall furnish timely written notice of:
 - A. Any condemnation loss or any casualty loss which affects the material portion of the property or any Unit on which there is a first mortgage held, insured, or guaranteed by such mortgagee, insurer or guarantor, as applicable;
 - B. Any delinquency in the payment of assessments owed by a Unit Owner subject to a first mortgage held, insured or guaranteed by such mortgagee, insurer or guarantor, which may remain uncured for a period of sixty (60) days.
 - C. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
 - D. Any proposed action which will require the consent of a specified percentage of eligible mortgagees.

The Board of Directors at the request of any prospective purchaser of any Unit or interest therein shall report to such person the amount of any assessments against such Unit then due and unpaid.

The Association shall be required to make available to Unit Owners and mortgagees, and to holders, insurers or guarantors of any mortgage, current copies of the Declaration, Bylaws, other rules concerning the project and the books records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

9.3 BOOKS OF RECEIPTS AND EXPENDITURES; AVAILABILITY FOR EXAMINATION. The Association shall keep detailed, accurate records using standard bookkeeping procedures or receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours.

9.4 INDEMNITY OF OFFICERS AND DIRECTORS. The Association shall indemnify a director or officer, to the extent that he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the director or officer was a party because he or she is a director or officer of the Association.

The Association shall indemnify a director or officer against liability incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is a director or officer of the corporation, unless liability was incurred because the director or officer breached or failed to perform a duty that he or she owes to the Association and the breach or failure to perform constitutes any of the following:

- A. A willful failure to deal fairly with the Association or its members in connection with the matter in which the director or officer has a material conflict of interest.
- B. A violation of the criminal law, unless the director or officer had reasonable cause to believe that his or her conduct was lawful or know reasonable cause to believe that his or her conduct was unlawful.
- C. A transaction from which the director or officer derived an improper personal profit or benefit.
 - D. Willful misconduct.

Determination of whether indemnification is required shall be made under Wisconsin Statute Section 181.0873. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

A director or officer who seeks indemnification shall make a written request to the Association.

9.5 SUBORDINATION. These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Condominium Ownership Act.

9.6 INTERPRETATION. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owner.

9.7 ASSOCIATION MAILING ADDRESS. The mailing address of the association is 8501 75th Street, Suite H, Kenosha, Wisconsin 53142.

End of Bylaws –

This Document was Drafted By: Dustin Harpe Harpe Development, LLC Addnsy	Return Document to: Recording frex?
* Need to address owner orc	upud/rental

Green	D 31/	Trail	COMO	0100	initim
Green	Dav	IIdii	LONG	OIII	mun

Draft Budget

Income

Annual

Maintenance Fees

Contribution to Reserve

Operating Expenses

Common area Repairs

Building Maintenance

Insurance - Common Elements / Offices Insurance

Landscape Contract

Asphalt Maintenance -PVT Road

Snow Removal

Exterminating

Common Electric/Fountain

Pond Maintenance

Bank charges

Legal

Corporate Income Tax

Accounting

License/Permits

Management Fee

Office Supplies

Professional Reserve

Public + Clean Water Few

+ Fir Protection Few

+ Garbage Collection

Total Operating Expenses

Reserve Account Summary

Transfer to Reserve

Total

Maintenance Fee/Month

Estimated \$200 to \$250

Budget Comments

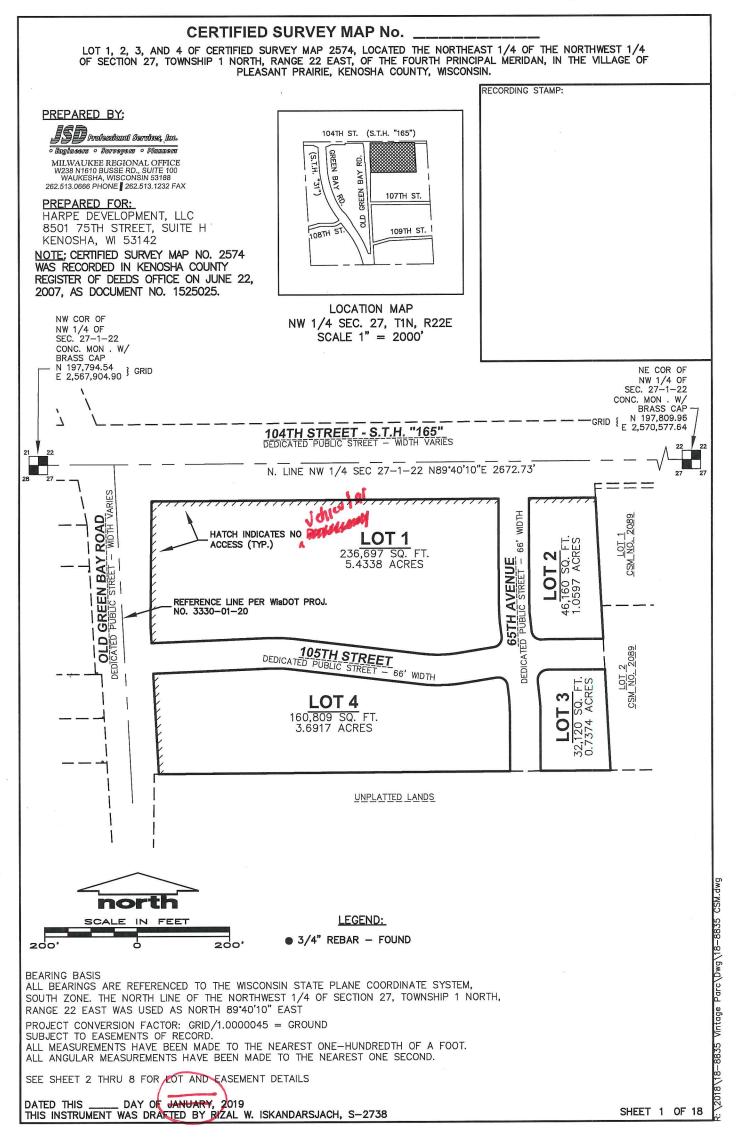
1) We are in the process of collecting bids & contracts for the budget.

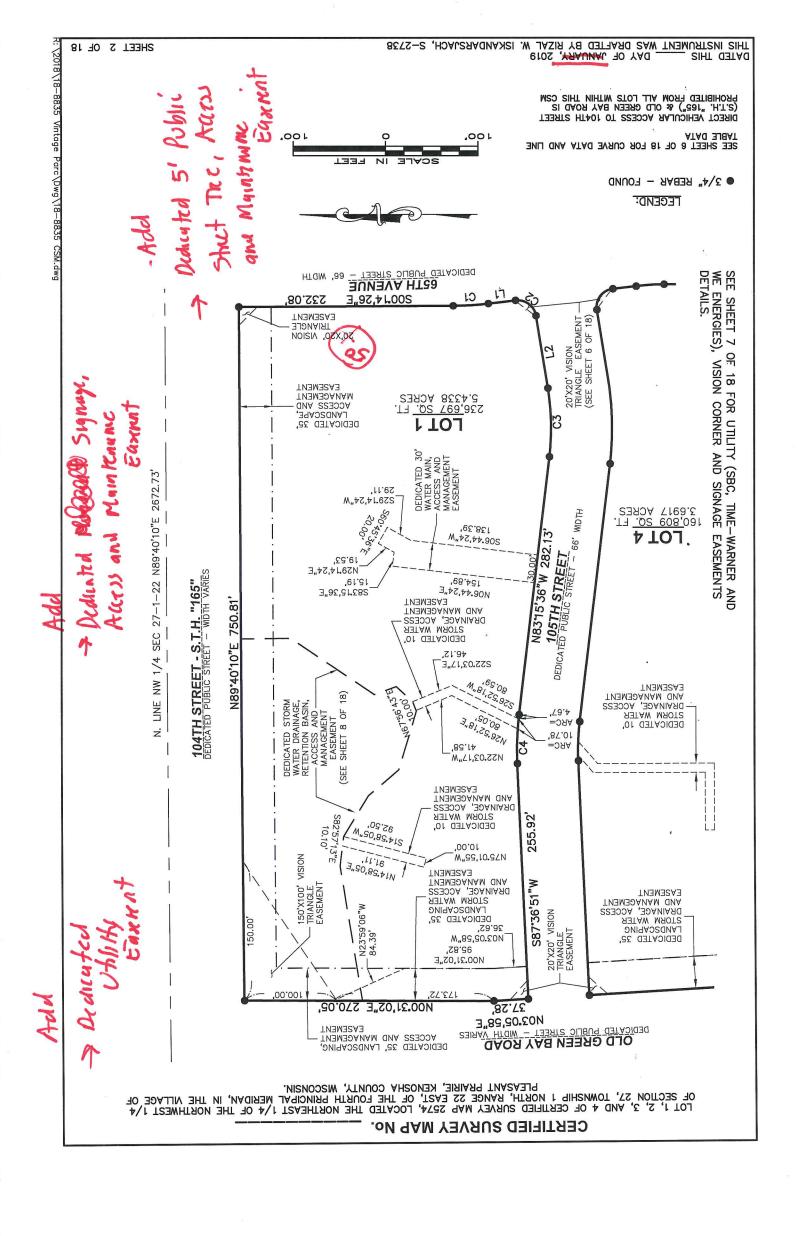
This monthly estimate is based on current proformance

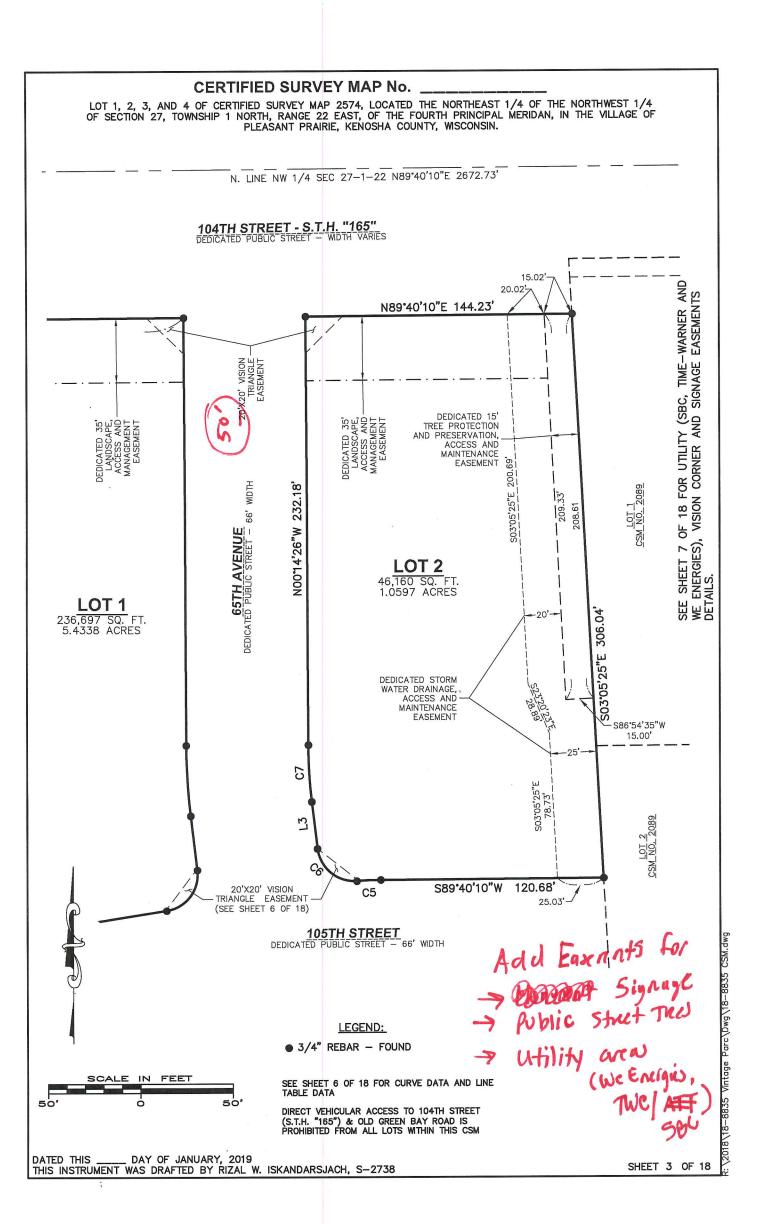
in a similar project.

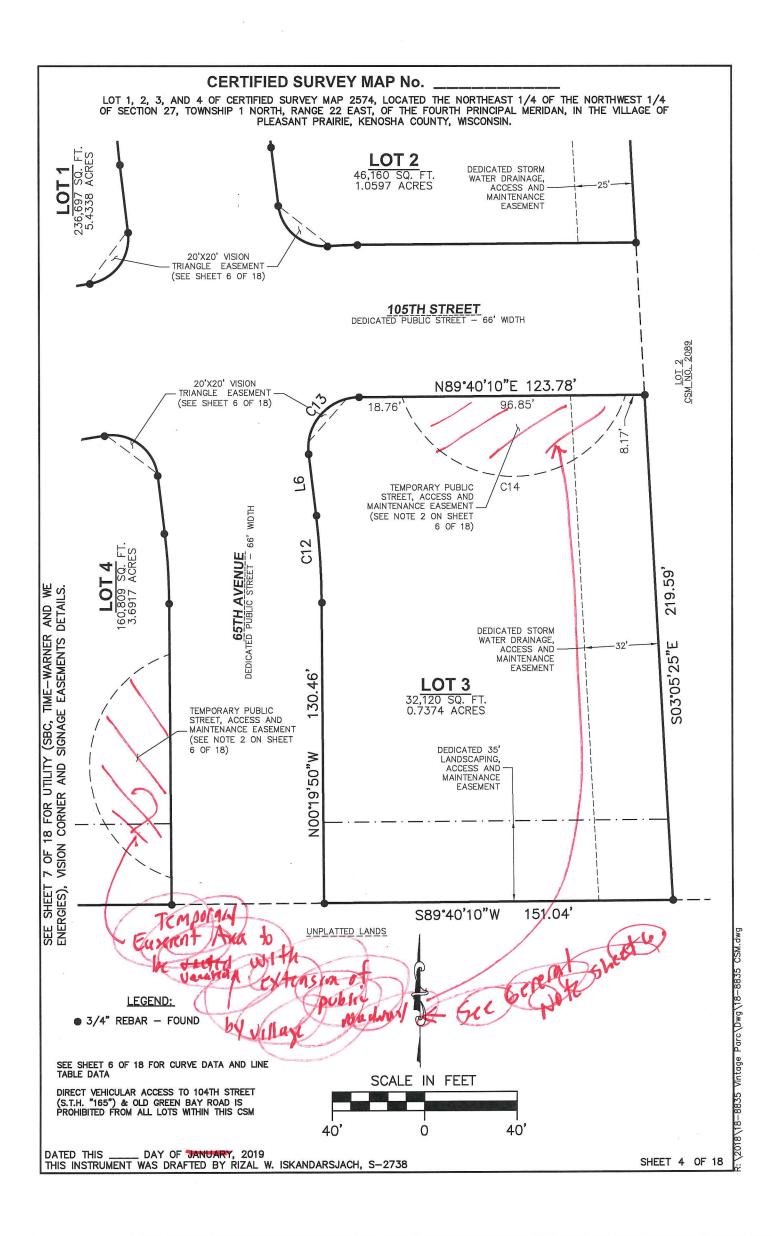
restoration costs

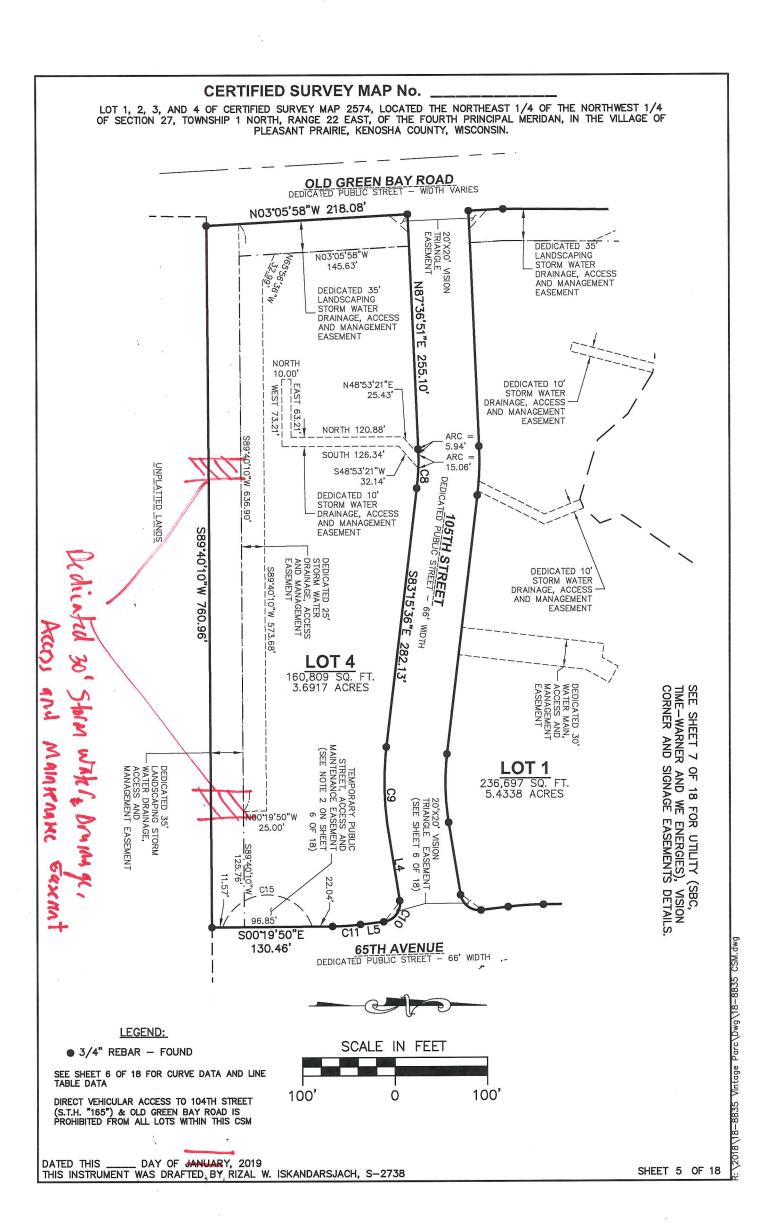
+ add street tree costs when 65th Are & 105th start ar extended











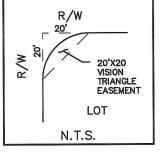
LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE
C1	38.20'	333.00'	S03°31'35.5"E	38.18'	6°34'19"
C2	30.57	20.00'	S36°58'13.5"W	27.68'	87°33'59"
C3	74.50'	267.00'	S88°44'48.5"W	74.26'	15°59'11"
C4	53.04'	333.00'	N87°49'22.5"W	52.98'	9°07'33"
C5	12.79'	196.10'	S87°38'45"W	12.79'	3°44'16"
C6	30.51	20.00'	N50°31'04"W	27.64	87°24'38"
C7	30.63'	267.00'	N03°31'35.5"W	30.61	6°34'19"
C8	42.53'	267.00'	S87°49'22.5"E	42.48'	9°07'33"
C9	92.91'	333.00'	N88°44'48.5"E	92.61'	15 ° 59'11"
C10	32.27'	20.00'	S53°01'46.5"E	28.88'	92°26'01"
C11	30.21'	267.00'	S03°34'18"E	30.19'	6°28'56"
C12	37.67	333.00'	N03°34'18"W	37.65	6°28'56"
C13	37.05	22.00'	N41°25'42"E	32.82'	96°28'56"
C14	127.67	51.00'	N89°40'10"E	96.85'	143°25'56"
C15	127.67	51.00'	S00°19'50"E	96.85'	143°25'56"
C16	31.38'	267.00'	S89°37'35"E	31.36'	6°43'60"
C17	12.00'	267.00'	S88°43'08"W	12.00'	2°34'33"
C18	48.83'	333.00'	S87°27'40"E	48.79'	8°24'07"
C19	44.08'	333.00'	N84°32'44"E	44.05'	7°35'03"
C20	23.19'	20.00'	S66°02'08"E	21.91'	66°25'18"
C21	33.94'	345.00'	S83°34'18"W	33.92'	5*38'09"

GENERAL NOTES:

- 1. DEVELOPMENT WILL BE SERVED BY PUBLIC SANITARY SEWER, WATER MAIN AND STORM SEWER.
- 2. TEMPORARY PUBLIC STREET ACCESS AND MAINTENANCE EASEMENTS SHALL BE VACATED AND RELEASED IN WRITING BY THE VILLAGE UPON THE DEVELOPER'S EXTENSION, CONSTRUCTION, DEDICATION AND ACCEPTANCE OF PUBLIC ROADWAYS IMPROVEMENTS.
- 3. ALL ROAD RIGHTS-OF-WAY WERE PREVIOUSLY DEDICATED TO THE PUBLIC.
- 4. ALL UTILITIES WITHIN THIS CERTIFIED SURVEY MAP SHALL BE INSTALLED UNDERGROUND.
- 5. TYPICAL 20'X20' VISION TRIANGLE EASEMENT ON CURVED LOT CORNER:



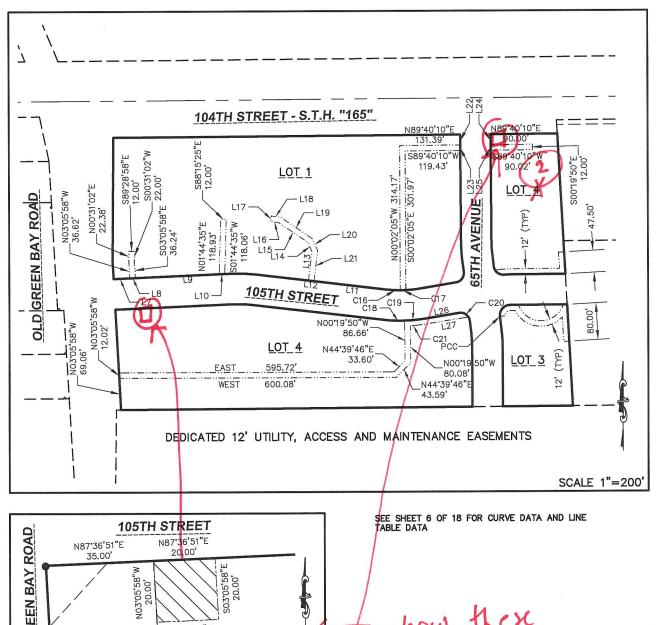


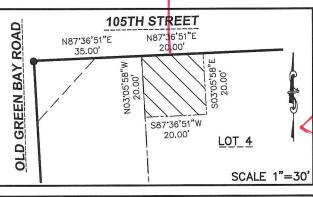
LINE TABLE				
LINE	BEARING	LENGTH		
L1	S06°48'46"E	29.62'		
L2	S80°45'13"W	79.39'		
L3	N06°48'46"W	25.86'		
L4	N80°45'13"E	74.88		
L5	S06°48'46"E	25.54'		
L6	N06°48'46"W	26.97		
L7	N87°36'51"E	35.00'		
L8	S87°36'51"W	12.00'		
L9	N87°36'51"E	181.70'		
L10	S87°36'51"W	12.03'		
L11	N83°15'36"W	156.10'		
L12	N83°15'36"W	12.00'		
L13	N06°42'53"E	63.69'		
L14	N24°33'33"W	21.69'		
L15	N55°49'59"W	76.41'		
L16	N82°43'50"W	17.17		
L17	N07°16'10"E	12.00'		
L18	S82°43'50"E	20.04'		
L19	S55°49'59"E	82.64		
L20	S24°33'33"E	28.40'		
L21	S06°42'53"W	67.05		
L22	S00°14'26"E	23.00'		
L23	S00°14'26"E	12.00'		
L24	S00°14'26"E	23.00'		
L25	N00°14'26"W	12.00'		
L26	N80°45'13"E	74.88'		
L27	S80°45'13"W	93.21'		
		SHEET 6 C		

LINE TARIE

DATED THIS _____ DAY OF JANUARY, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

THIS SHEET IS EXCLUSIVELY FOR UTILITY (SBC, TIME—WARNER AND WE ENERGIES), VISION CORNER AND SIGNAGE EASEMENTS DETAILS ONLY.







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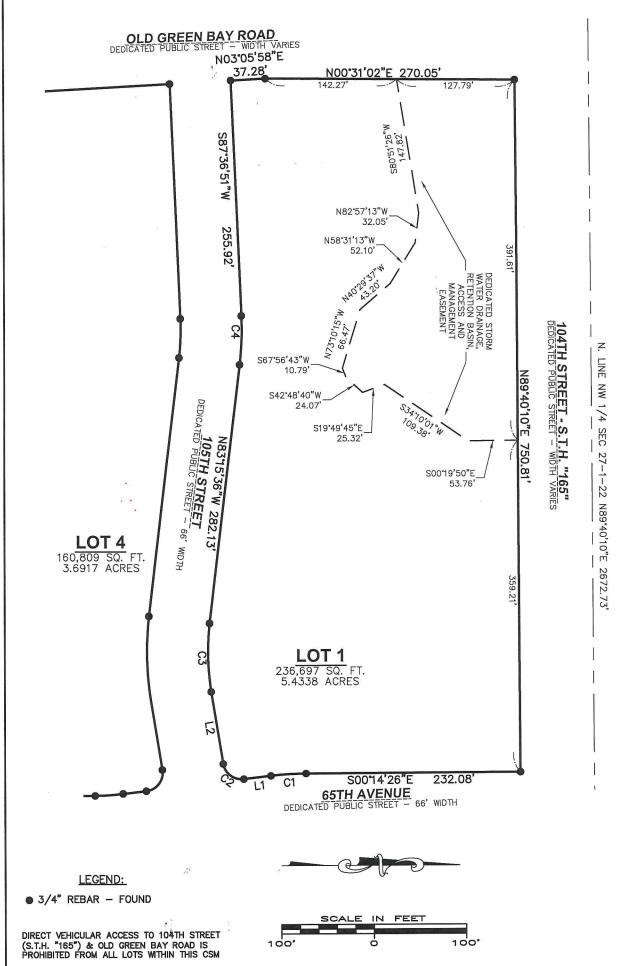
DEDICATED SIGNAGE, ACCESS AND MAINTENANCE EASEMENTS.

Monnet

DATED THIS _____ DAY OF JANUARY, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

SHEET 7 OF 18

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



DATED THIS ____ DAY OF JANUARY, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4
OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS

1. The fee interest in the areas shown as a Dedicated Public Street on this CSM (104th and 105th Streets, 65th Avenue and Old Green Bay Road) were dedicated, given, granted and conveyed by the Developer, Harpe Development, LLC (referred to as the "Developer") to the Village of Pleasant Prairie, its successors and assigns (the "Village") by this Certified Survey Map (CSM) for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike trails and lanes, sidewalks, if required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the areas of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, if required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping and for all related ingress and egress pursuant dated as of to a Development Agreement entered into between the Developer and the Village (subject to the rights of the Village to perform the same functions); and (2) a nonexclusive easement hereby reserved by the Developer for the Green Bay Trail Condominium Association, Inc. (Condominium Association) or Owners of the Lots shown on this CSM which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks, if required by the Village in the area between the roadway and the Lots; for the replanting, watering, weeding and maintenance of trees in the right-of-ways; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the Lots as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets and the rights of the Developer, or of the Owners of any of the Lots, or of the Condominium Association pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting, and maintenance of the public street improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, public storm water and drainage system improvements, mailboxes, sidewalks, bike trails and lands, street trees, open space areas, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements, public water system improvements, and public storm sewer and drainage system improvements that required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, have been constructed by the Developer and inspected by, dedicated to and accepted by the Village.

pellitila

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4
OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

2. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated Utility Easement areas on this CSM were dedicated, given, granted and conveyed by the Developer (the "Grantor") to WE Energies, AT&T and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees") by this CSM for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Development, (or portions thereof) shown on this CSM and for any related ingress and egress. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Prior to the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the utility easement areas shall not be altered by more than four (4) inches of final grade without the written approval of Utility and Communication Grantees. The Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the utility easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communication Grantees, unless a separate agreement is entered into between the Grantor and the Grantees that transfers the responsibilities to the Utility and Communication Grantees. No buildings, fences, driveway or parking areas, or structures of any kind shall be placed within the utility and communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street right-of-ways with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public highway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the easement areas to a vegetatively stabilized condition, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(s). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of public roadways after the crushed aggregate base course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.

3. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 10', 20', 25, & 32' Public Storm Water Drainage, Access and Maintenance Easement areas on this CSM were dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for storm water management and drainage purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated 10', 20', 25' & 32' Public Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of public and private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on this CSM.

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4
OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

4. A nonexclusive easement coextensive with the area shown as Dedicated to the Condominium Owner's Association for Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement on this CSM was dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for storm water management and drainage purposes, public drainage ways, retention basin and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. This storm water drainage easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and storm water maintenance responsibilities of the easement area which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM upon the Condominium Association as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easement as may be approved by the Village. There shall be no structures placed within said easement area, which obstructs, redirects or impedes drainage flows within the Development pursuant to the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to this easement and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

The Developer shall be responsible for all costs associated with the construction and maintenance of all of the public and private drainage way improvements and the retention basin contained within this nonexclusive easement until such time as the Common Area property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for the retention basin and drainage structure maintenance to the extent required by the Restrictive Covenants on this CSM or as may be required by applicable Village Ordinances.

- 5. Easements coextensive with each area shown on this CSM as a Dedicated Signage, Access and Maintenance Easement were dedicated, given, granted and conveyed by the Developer to the Village by this CSM for the purpose of signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. These Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.
- 6. The fee interest in the Common Areas shown on this CSM was dedicated, given, granted and conveyed by the Developer to the Condominium Association, its successors and assigns and successors-in-title by this CSM. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive with the entire property, that is hereby retained by the Developer for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alterations, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, planting, woodland protection and preservation and for all related ingress and egress; (2) permanent nonexclusive easements coextensive shown on this CSM, hereby granted to the Village for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, and planting, for all related ingress and egress within easement areas, and for woodland protection and preservation and within easement areas. In the event of any conflict between the rights of the Condominium Association under its fee interest in the Common Areas or the rights of the Developer, or the rights of the Village, pursuant to the fee interest in the easements retained herein, the rights of the Village shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

- 7. An easement coextensive with a permanent Dedicated 30' Water Main, Access and Maintenance Easement shown on this CSM was dedicated, given, granted and conveyed by the Developer to the Village by this CSM for water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. This water main easement shall be exclusive, except for: (1) the Developer's temporary easement for the construction, installation, repair, alteration, replacement and maintenance activities for the public water system improvements, uses and purposes, and for all related ingress and egress; (2) such other easements as may be dedicated on this CSM with respect to the same area or any portion thereof; (3) such use, planting, care, and driveway maintenance of the easement area by the Condominium Association on which the easement is located as will not interfere with the water main improvements, uses and purposes of the Village; and (4) such future driveway or other uses of the easement areas that may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to this water main easement and the rights of the Developer or of Condominium Association with respect to the Dedicated 30' Water Main, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior.
- 8. Nonexclusive easements coextensive with the Dedicated 35' Landscaping, Access and Maintenance Easement areas shown this CSM were dedicated, given, granted and conveyed by the Developer to the Village this CSM for grading, berming, landscaping and planting uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. These easements shall be nonexclusive and shall be subject to coextensive easements and responsibilities granted herein for such use, planting, care and maintenance responsibilities which shall be imposed by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM upon the Condominium Association, as will not interfere with the uses and purposes, of the Village, and is permitted by the applicable Village Ordinances.
- 9. Nonexclusive easements coextensive within each area shown as Dedicated Woodland Protection and Preservation, Access and Maintenance Easement areas on this CSM were hereby dedicated, given, granted and conveyed by the Developer to the Village by this CSM for woodland conservancy protection and maintenance purposes and uses and for related ingress and egress.
- 10. Nonexclusive easements coextensive with Dedicated 20'x20' and 150'x100' Vision Triangle Easement areas shown on this CSM were dedicated, given, granted and conveyed by the Developer to the Village by this CSM to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, shelters that are permitted within the vision triangle easement between the heights of two feet and ten feet unless approved by the Village. This restriction is for the benefit of the public and shall be enforceable by the Village.
- 11. Easements coextensive with the areas shown as Dedicated Public Streets on this CSM were dedicated, given, granted and conveyed by the Village to the Developer by this CSM for roadway pavement and curb and gutter improvements, sanitary sewer, water, storm sewer and drainage system improvements, and uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities until such improvements are inspected by, dedicated to and accepted by the Village. These easements shall be exclusive, except for such coextensive easements granted herein and for such use, planting, care and maintenance of the easement area by the Condominium Units within Lots 1, 2, 3, and 4 shown on this CSM or other future roadway, street, driveway or other such use as approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.

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CERTIFIED SURVEY MAP No.

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS

1. Harpe Development, LLC (together with its successors, assigns and successors-in-title of the property referred to as the "Developer") hereby covenants that the Green Bay Trail Condominium Owners Association, Inc. (the "Condominium Association") shall have the obligation of maintaining the Dedicated Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement area located on this CSM in a functional, neat and nuisance free condition to handle storm water and drainage in this Development. Such maintenance shall include, as needed, grading, seeding or sodding around the area of the retention basin, maintaining, removing and replacing any drainage structures leading into or out of the basin, installing, removing and replacing the fountain in the retention basin, removing trash, debris, leaves, and brush, mowing, and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water, drainage, or retention basin easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water, Drainage, Retention Basin Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage or retention basin or maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining all Common Areas in a clean, mowed, planted, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, seeding, mowing, weeding, planting, watering, and removal of trash, debris, leaves, and brush in order to prevent a nuisance condition. Except as shown on the Plat, no driveways, signage, parking areas, structures, or fences shall be erected within the Common Areas which might interfere with the Village or Utility and Communication Companies easement rights, unless express written approval is granted by the Village and the Utility and Communication Grantees and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village.

To the extent that the Village performs any Common Area maintenance activities, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

3. The Developer hereby covenants that the Developer shall have the obligation of maintaining the Dedicated Woodland Protection and Preservation Easement areas shown on this CSM. No trees shall be cut or removed unless they are decayed or dying and no digging, dredging, filling, grading, dumping or other land disturbance activity shall be permitted in such protection area, without the prior approval of the Village and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village. Refer to the Green Bay Trail Condominium By-Laws and Condominium Declaration for a penalty for cutting or damaging the trees, if any.

CERTIFIED SURVEY MAP No.

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS (con't)

4. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the street trees and grassy areas planted in the Dedicated Public Street along 104th and 105th Streets, 65th Avenue and Old Green Bay Road within this Condominium Development. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, cutting, re-staking, placing mulch around the street trees and weeding to prevent nuisance conditions and the mowing and watering in the grassy terrace areas of the street yard area located between the street pavement and the right-of-way line. No driveways, fences, signage or structures shall be erected which damages the street trees or might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. Any street trees which die or are damaged by vandalism or other calamity, shall be removed and replaced by the Developer or the Condominium Association within 60 days of notification from the Village, weather permitting.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these public street trees and right-of-way maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association, which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such street tree or street yard maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

5. The Developer hereby covenants that the Condominium Association shall be responsible for: (i) all costs associated with the repair, alteration, replacement, planting, and maintenance of the private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, if any, adjacent to such private streets, mailboxes, sidewalks, street terrace areas, street trees, planting areas, snowplowing and utility and communication facilities in accordance with the Village approved plans and specifications and (ii) the payment of the costs of electricity and maintenance for street lights located in the Dedicated Public Street area after the required public street and street light improvements have been constructed by We Energies and accepted by the Village.

These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to private driveway improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any of the maintenance responsibilities, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

CERTIFIED SURVEY MAP No.

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS (con't)

6. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 35 ft. Landscaping, Storm Water Drainage, Access and Maintenance Easement area located on this CSM in a functional, neat and nuisance free condition for landscaping/screening purposes and to handle storm water and drainage in this Development. Such maintenance shall include, as needed, planting, staking trees and bushes, installing and replacing mulch, pruning, grading, seeding or sodding, maintaining the drainage areas, removing and replacing any drainage structures, removing trash, debris, leaves and brush, mowing, weeding to prevent nuisance conditions. No driveways, fences or structures shall be erected within the landscaping, storm water, drainage, access and maintenance easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the property in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Landscaping, Storm Water, Drainage, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such landscaping or storm water drainage maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which nay be incurred by the Village which the Village may recover from such Owners as special assessments or special charges under Section 66.027 (or successors or similar provisions) of the Wisconsin Statues or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on the CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

- 7. The Developer covenants that the 30 ft. Dedicated Water Main, Access and Maintenance Easement shown on this CSM hereby places a restrictions because of the location of this water main easement which was given, granted and conveyed by the Developer to the Village for public water purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress construction, installation, repair, alteration, replacements, planting and maintenance activities to serve the Development as referenced in the Dedications and Easements language on the CSM. The Developer further covenants that there shall be no buildings, fences, or structures of any kind placed within the easement area without prior written approval of the Village. Furthermore, if the Village allows for the placement of fencing, parking lots, driveways or landscaping within the water main easement areas granted to the Village and in the event that the Village exercises its rights to maintain, repair or replace said water main and related appurtenances, the Owner(s) of the affected property, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said parking lots, driveways or landscaping placed within the easement. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the property, in their capacity as Owners of this property, and shall benefit and be enforceable by the Village.
- 8. The Developer covenants that the 20 ft. X 20 ft. and 100 ft. X 150 ft. Vision Triangle Easement areas shown on this CSM places restriction on said area in order to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as, but not limited to, structures, signage, fences or vehicular parking, or vegetation, within the Vision Triangle Easement between the heights of 2 ft. and 10 ft. unless approved by the Village and/or the Department of Transportation (WI DOT). This restriction is for the benefit of the public and shall be enforceable by the Village and WI DOT.

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CERTIFIED SURVEY MAP No. _______ LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

State of Wisconsin)) SS
Kenosha County)

I, Rizal W. Iskandarsjach, Professional Land Surveyor, do hereby certify that I have surveyed, divided and mapped all of Lot 1, 2, 3, and 4 of Certified Survey Map No. 2574, located in the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 1 North, Range 22 East, of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

All of Lot 1, Lot 2, Lot 3, and Lot 4 of Certified Survey Map No. 2574, as recoreded in Kenosha County Register of Deeds Office on June 22, 2007 as Document No. 1525025, located in the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 1 North, Range 22 East, of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin

Containing in all 475,785 square feet (10,9225 acres) of lands, more or less.

All subject to easements and restrictions of record, if any.

That I have made such survey, land division and map by the direction of HARPE DEVELOPMENT, LLC, owners of said land.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing, dedicating and mapping the same.

DATED THIS _____ DAY OF JANUARY, 2019

Rizal W. Iskandarsjach, P.L.S. Professional Land Surveyor, S-2738

CERTIFIED SURVEY MAP No.

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

HARPE DEVELOPMENT, LLC, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of Rizal W. Iskandarsjach, to be surveyed, divided and mapped as represented on this map, in accordance

with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing, dedicating and mapping. HARPE DEVELOPMENT, LLC Dustin R. Harpe Managing Member Cory Harpe Member State of Wisconsin) SS County of Kenosha) , 2019, the above named Personally came before me this _____ day of _____, and ____, to be such ____ and ____, to be such ____ and ___ of said company, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority. Notary Public, _____ County, ____ My Commission Expires CONSENT OF CORPORATE MORTGAGEE CERTIFICATE Bank Community State Bank, union grove, a corporation duly organized and existing under and virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, mapping, and dedication of the land described on this CSM, and does hereby consent to the above certificate of dustin f. harpe and cory harpe, members of harpe development, Ild. C. In witness hereof, the said Bank Community State Bank, Union Grove has caused these presents to be signed this 2019. (signature) (print name) (title) State of Wisconsin) SS County of Kenosha) Personally came before me this _____ day of ______, 2019, the above named ______, of the above named company, to me known to be such _____ and ____ of said company, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority. Notary public, __ County, _ My Commission Expires ___

DATED THIS ____ DAY OF JANUARY, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

SHEET 17 OF 18

CERTIFIED SURVEY MAP No
LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.
VILLAGE PLAN COMMISSION APPROVAL
This Certified Survey Map is hereby approved by the Plan Commission of the Village of Pleasant Prairie on this day of, 2019.
MICHAEL J. SERPE Chairman of Village Plan Commission
VILLAGE BOARD CERTIFICATE
Resolved that this Certified Survey Map being a redivision of Lot 1, 2, 3, and 4 of Certified Survey Map No. 2574, located in the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, having been approved by the Plan Commission being the same, is hereby approved and accepted by the Village Board of Trustees of the Village of Pleasant Prairie, on thisday of, 2019.
by: John P. Steinbrink Village President
Attested to by: Jane C. Snell Village Clerk

DEDICATIONS AND EASEMENTS PROVISIONS

The fee interest in the areas shown as a Dedicated Public Street on this CSM (104th and 105th Streets, 65th Avenue and Old Green/Bay Road) were dedicated, given, granted and conveyed by the Developer, Harpe Development, LLC (referred to as the Developer") to the Village of Pleasant Prairie, its successors and assigns (the "Village") by this Certified Survey Map (CSM) for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike trails and lanes, sidewalks, Trequired by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the areas of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, in the willage, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village dated as of (subject to the rights of the Village to perform the same functions); and (2) a nonexclusive easement hereby reserved by the Developer for the Green Bay Trail Condominium Association, Inc. (Condominium Association) or Owners of the Lots shown on this CSM which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks, if required by the Village in the area between the roadway and the Lots; for the replanting, watering, weeding and maintenance of trees in the right-of-ways; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the Lots as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets and the rights of the Developer, or of the Owners of any of the Lots, or of the Condominium Association pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting, and maintenance of the public street improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, public storm water and drainage system improvements, mailboxes, sidewalks, bike trails and lands, street trees, open space areas, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to

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the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements, public water system improvements, and public storm sewer and drainage system improvements that required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, have been constructed by the Developer and inspected by, dedicated to and accepted by the Village.

2. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated Utility Easement areas on this CSM were dedicated, given, granted and conveyed by the Developer (the "Grantor") to WE Energies, ATEM and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees") by this CSM for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Development, (or portions thereof) shown on this CSM and for any related ingress and egress. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Prior to the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the utility easement areas shall not be altered by more than four (4) inches of final grade without the written approval of Utility and Communication Grantees. The Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the utility easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communication Grantees, unless a separate agreement is entered into between the Grantor and the Grantees that transfers the responsibilities to the Utility and Communication Grantees. No buildings, fences, driveway or parking areas, or structures of any kind shall be placed within the utility and communication easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street right-of-ways with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public highway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the easement areas to a vegetatively stabilized condition, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(s). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of public roadways after the crushed aggregate base course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.

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- 3. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 10', 20', 25, & 32' Public Storm Water Drainage, Access and Maintenance Easement areas on this CSM were dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for storm water management and drainage purposes, public drainage ways, and for all related construction. installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated 10', 20', 25' & 32' Public Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of public and private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on this CSM.
- 4. A nonexclusive easement coextensive with the area shown as Dedicated to the Condominium Owner's Association for Storm Water, Drainage, Retention Basin, Open Appete, Access and Maintenance Easement on this CSM was dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for storm water management and drainage purposes, public drainage ways, retention basin and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. This storm water drainage easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and storm water maintenance responsibilities of the easement area which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM upon the Condominium Association as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easement as may be approved by the Village. There shall be no structures placed within said easement area, which obstructs, redirects or impedes drainage flows within the Development pursuant to the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to this easement and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior. Unless the Village exercises the

rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

The Developer shall be responsible for all costs associated with the construction and maintenance of all of the public and private drainage way improvements and the retention basin contained within this nonexclusive easement until such time as the Common Area property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for the retention basin and drainage structure maintenance to the extent required by the Restrictive Covenants on this CSM or as may be required by applicable Village Ordinances.

- 5. Easements coextensive with each area shown on this CSM as a Dedicated Signage, Access and Maintenance Easement were dedicated, given, granted and conveyed by the Developer to the Village by this CSM for the purpose of signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. These Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.
- 6. The fee interest in the Common Areas shown on this CSM was dedicated, given, granted and conveyed by the Developer to the Condominium Association, its successors and assigns and successors-in-title by this CSM. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive with the entire property, that is hereby retained by the Developer for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alterations, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, planting, woodland protection and preservation and for all related ingress and egress; (2) permanent nonexclusive easements coextensive shown on this CSM, hereby granted to the Village for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, and planting, for all related ingress and egress within easement areas, and for woodland protection and preservation and within easement areas. In the event of any conflict between the rights of the Condominium Association under its fee interest in the Common Areas or the rights of the Developer, or the rights of the Village, pursuant to the fee interest in the easements retained herein, the rights of the Village shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.
- 7. An easement coextensive with a permanent Dedicated 30' Water Main, Access and Maintenance Easement shown on this CSM was dedicated, given, granted and conveyed by the Developer to the Village by this CSM for water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. This water main easement shall be exclusive, except for: (1) the Developer's temporary easement

for the construction, installation, repair, alteration, replacement and maintenance activities for the public water system improvements, uses and purposes, and for all related ingress and egress; (2) such other easements as may be dedicated on this CSM with respect to the same area or any portion thereof; (3) such use, planting, care, and driveway maintenance of the easement area by the Condominium Association on which the easement is located as will not interfere with the water main improvements, uses and purposes of the Village; and (4) such future driveway or other uses of the easement areas that may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to this water main easement and the rights of the Developer or of Condominium Association with respect to the Dedicated 30' Water Main, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior.

- 8. Nonexclusive easements coextensive with the Dedicated 35' Landscaping, Access and Maintenance Easement areas shown this CSM were dedicated, given, granted and conveyed by the Developer to the Village this CSM for grading, berming, landscaping and planting uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. These easements shall be nonexclusive and shall be subject to coextensive easements and responsibilities granted herein for such use, planting, care and maintenance responsibilities which shall be imposed by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM upon the Condominium Association, as will not interfere with the uses and purposes, of the Village, and is permitted by the applicable Village Ordinances.
 - Nonexclusive easements coextensive within each area shown as Dedicated Woodland Protection and Preservation, Access and Maintenance Easement areas on this CSM were hereby dedicated, given, granted and conveyed by the Developer to the Village by this CSM for woodland conservancy protection and maintenance purposes and uses and for related ingress and egress.
- 10. Nonexclusive easements coextensive with Dedicated 20'x20', and 150'x100' Vision Triangle Easement areas shown on this CSM were dedicated, given, granted and conveyed by the Developer to the Village by this CSM to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, shelters that are permitted within the vision triangle easement between the heights of two feet and ten feet unless approved by the Village. This restriction is for the benefit of the public and shall be enforceable by the Village.
- 11. Easements coextensive with the areas shown as Dedicated Public Streets on this CSM were dedicated, given, granted and conveyed by the Village to the Developer by this CSM for roadway pavement and curb and gutter improvements, sanitary sewer, water, storm sewer and drainage system improvements, and uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities until such improvements are inspected by, dedicated to and accepted by the Village. These easements shall be exclusive, except for such coextensive easements granted herein and for such use, planting, care and maintenance of the easement area by the Condominium Units within Lots 1, 2, 3, and 4 shown on this CSM or other future roadway, street, driveway or other such use as approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.

Nonexclusing carrement corxtrasin within each and shown as a Dedicated Public Street Tree, A was and Muintrance Earment 5' Awas on this commen dedicated

RESTRICTIVE COVENANTS

1. Harpe Development, LLC (together with its successors, assigns and successors-in-title of the property referred to as the "Developer") hereby covenants that the Green Bay Trail Condominium Owners Association, Inc. (the "Condominium Association") shall have the obligation of maintaining the Dedicated Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement area located on this CSM in a functional, neat and nuisance free condition to handle storm water and drainage in this Development. Such maintenance shall include, as needed, grading, seeding or sodding around the area of the retention basin, maintaining, removing and replacing any drainage structures leading into or out of the basin, installing, removing and replacing the fountain in the retention basin, removing trash, debris, leaves, and brush, mowing, and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water, drainage, or retention basin easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water, Drainage, Retention Basin Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage or retention basin or maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining all Common Areas in a clean, mowed, planted, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, seeding, mowing, weeding, planting, watering, and removal of trash, debris, leaves, and brush in order to prevent a nuisance condition. Except as shown on the Plat, no driveways, signage, parking areas, structures, or fences shall be erected within the Common Areas which might interfere with the Village or Utility and Communication Companies easement rights, unless express written approval is granted by the Village and the Utility and Communication Grantees and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area

maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village.

To the extent that the Village performs any Common Area maintenance activities, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

3. The Developer hereby covenants that the Developer shall have the obligation of maintaining the Dedicated Woodland Protection and Preservation Easement areas shown on this CSM. No trees shall be cut or removed unless they are decayed or dying and no digging, dredging, filling, grading, dumping or other land disturbance activity shall be permitted in such protection area, without the prior approval of the Village and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village. Refer to the Green Bay Trail Condominium By-Laws and Condominium Declaration for a penalty for cutting or damaging the Public Sheet Tre Eaverent trees, if any.

and

The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the street trees and grassy areas planted in the Dedicated Public Street along 104th and 105th Streets, 65th Avenue and Old Green Bay Road within this Condominium Development. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, cutting, re-staking, placing mulch around the street trees and weeding to prevent nuisance conditions and the mowing and watering in the grassy terrace areas of the street yard area located between the street pavement and the right-of-way line. No driveways, fences, signage or structures shall be erected which damages the street trees or might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. Any street trees which die or are damaged by vandalism or other calamity, shall be removed and replaced by the Developer or the Condominium Association within 60 days of notification from the Village, weather permitting. and easement and

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these public street trees and right-of-way maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association, which then shall perform such maintenance without compensation to the satisfaction of the Village.

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Page 7 of 9

To the extent that the Village performs any such street tree or street yard maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

5. The Developer hereby covenants that the Condominium Association shall be responsible for: (i) all costs associated with the repair, alteration, replacement, planting, and maintenance of the private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, if any, adjacent to such private streets, mailboxes, sidewalks, street terrace areas, street trees, planting areas, snowplowing and utility and communication facilities in accordance with the Village approved plans and specifications and (ii) the payment of the costs of electricity and maintenance for street lights located in the Dedicated Public Street area after the required public street and street light improvements have been constructed by We Energies and accepted by the Village.

These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to private driveway improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any of the maintenance responsibilities, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

6. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 35 ft. Landscaping, Storm Water Drainage, Access and Maintenance Easement area located on this CSM in a functional, neat and nuisance free condition for landscaping/screening purposes and to handle storm water and drainage in this Development. Such maintenance shall include, as needed, planting, staking trees and bushes, installing and replacing mulch, pruning, grading, seeding or sodding, maintaining the drainage areas, removing and replacing any drainage structures, removing trash, debris, leaves and brush, mowing, weeding to prevent nuisance conditions. No driveways, fences or structures shall be erected within the landscaping, storm water, drainage, access and maintenance easement which blocks, diverts or reroutes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the property in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Landscaping, Storm Water, Drainage, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium

Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such landscaping or storm water drainage maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which nay be incurred by the Village which the Village may recover from such Owners as special assessments or special charges under Section 66.027 (or successors or similar provisions) of the Wisconsin Statues or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on the CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

- 7. The Developer covenants that the 30 ft. Dedicated Water Main, Access and Maintenance Easement shown on this CSM hereby places a restrictions because of the location of this water main easement which was given, granted and conveyed by the Developer to the Village for public water purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress construction, installation, repair, alteration, replacements, planting and maintenance activities to serve the Development as referenced in the Dedications and Easements language on the CSM. The Developer further covenants that there shall be no buildings, fences, or structures of any kind placed within the easement area without prior written approval of the Village. Furthermore, if the Village allows for the placement of fencing, parking lots, driveways or landscaping within the water main easement areas granted to the Village and in the event that the Village exercises its rights to maintain, repair or replace said water main and related appurtenances, the Owner(s) of the affected property, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said parking lots, driveways or landscaping placed within the easement. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the property, in their capacity as Owners of this property, and shall benefit and be enforceable by the Village. (20 X50
- 8. The Developer covenants that the 20 ft. X 20 ft, and 100 ft. X 150 ft. Vision Triangle Easement areas shown on this CSM places restriction on said area in order to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as, but not limited to, structures, signage, fences or vehicular parking, or vegetation, within the Vision Triangle Easement between the heights of 2 ft. and 10 ft. unless approved by the Village and/or the Department of Transportation (WI DOT). This restriction is for the benefit of the public and shall be enforceable by the Village and WI DOT.

Add restrictive commant that village is not responsible for cost associated with Village repairs to dristways & simulalles damaged of or pairs.



PRELIMINARY PLAT AND PRELIMINARY CONDOMINIUM PLAT APPLICATION

Development Name: <u>Sreen</u> 15	•	rail Condominium			
General Location of Development: 512 corner of 5+H165 & Old Green					
Tax Parcel Number(s):	AHac				
Number of Lots:	_	er of Outlots:			
Size of Development: 14 acres.	Pro	oposed Zoning District(s): R-10 PO			
Select All that Apply:		11.5			
The Development abuts or adjoins	State Trur	nk Highway			
The Development abuts or adjoins	County Tr	unk Highway			
☐ The Development abuts the Kenosh	a County	Bike Trail			
Number of Copies Submitted: 21	(See b	elow for required number)			
Plat Copies required	# of	To be Sent by the Village to:			
Tiut Copies and	Copies	Villago Chaff			
All Plat	3	Village Staff Kenosha County Planning and Development			
All Plats	3 V 2 N/A	Cycanoba County Division of Highways			
All Plats	2 2	Wisconsin Department of Commerce* - DO A-??			
All Plats	3 ~	Wisconsin Department of Transportation			
If Development abuts/adjoins a STH	1 /	Wisconsin Department of Natural Resources			
If the Development is within 500 feet	1 1	Wisconsin Department			
of a shoreland/floodplain jurisdictional					
area or includes wetlands.	1	U.S. Army Corp of Engineers			
All Plats	1 1	Southeastern WI Regional Planning Commission			
All Plats	1	WF Energies—Gas Operations			
All Plats	1	WE Energies—Electric Operations			
All Plats	2	AT & T			
All Plats	2	Kenosha Unified School District			
All Plats		Time Warner Cable			
All Plats	Plat and r	required application and review fee to the			
		·			
State.					
In addition the following shall be submitte	ed:				
Drolimins	ary Plat				
Preliminary Plat application	fee	Purfley and Specifications and a PDF CODY			
3 sets of Preliminary Engin	eering Pia	ns, Profiles and Specifications and a PDF copy			
3 sets of Landscape Plans a	and a PDF	copy			
☐ Draft of Declarations of Co					
Articles of Incorporation for	r the neig	hborhood Association and a PDF copy			
Draft of By-Laws and a PD	r copy	Coc/Floatric for New Development for the			
WE Energies Application for Natural Gas/Electric for New Development					
WE Energies Application for Natural Gas/Electric for New Bosons Willage to forward to We Energies with a PDF of the Engineering Plans Village to forward to We Energies with a PDF of the Engineering Plans Village to forward to We Energies with a PDF of the Engineering Plans					
PDF color rendering of the Prelimital y Flats					
- ther information as	renderings to explain the project				
Any other mornation as					

Upon receipt of a complete application, the Village will schedule the required Public Hearing. The Village will notify adjacent property owners, within 300 feet of the property, of the public hearing, publish an official notice at least 10 days prior to the hearing in the Kenosha News and post the notice in three public places within the Village. The Village Plan Commission will hold a public hearing and make a recommendation to the Village Board who will make a final determination of the proposal. The applicant shall appear at the Village Plan Commission meeting for the Public Hearing and shall appear for final action on the application at the Village Board Meeting.

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine whether additional information may be needed to consider the request.

I (We), have submitted a draft Preliminary Plat for an initial review by the Village Community Development Director prior to submitting this application.

I (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

PROPERTY OWNER:	APPLICANT/AGENT:
Print Name: Dustin House	Print Name: Nancy Washburn
Signature: Dud Alige	Signature: Nancy Wash
Address: 8501 75th St.	Address: 7450 County Line Rd
Kenosha wi 53142 (City) (State) (Zip)	MT. Pleasant, WI 53403 (City) (State) (Zip)
Phone: 262-694-1677	Phone: 262-818-1836
Fax:	Fax:
Email: sales a harpedevelopment.	Email: Nancy Lynn washburn 29 mail. Date: 1/24/2019
Date 1/25/2019	Date: 112412019
DEVELOPER: - Same	
Print Name:	
Signature:	
Address:	
(City) (State) (Zip)	
Phone:	
Fax:	
Email:	
Date	

EXHIBIT "A"

Legal Description

Units 11 through 16 in Building 1, Units 21 through 26 in Building 2, Units 31 through 34 in Building 3, Units 41 through 46 in Building 4, Units 51 through 54 in Building 5,. Units 61 through 64 in Building 6, Units 71 through 74 in Building 7, Units 81 through 84 in Building 8, Units 91 through 94 in Building 9, Units 101 through 104 in Building 10, Units 111 through 114 in Building 11, Units 121 through 124 in Building 12, Units 131 through 134 in Building 13, Units 141 through 144 in Building 14, Units 151 through 154 in Building 15, together with said units' undivided interest in the common elements (and the exclusive use of the limited common elements appurtenant to said unit) all in Vintage Parc Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Kenosha County, Wisconsin, on June 22, 2007, as Document No. 1525029, said condominium being located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

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Tax Key No.'s: 92-4-122-272-0601 (Unit 11), 92-4-122-272-0602 (Unit 12), 92-4-122-272- 0603 (Unit 13),
92-4-122-272-0604 (Unit 14), 92-4-122-272-0605 (Unit 15), 92-4-122-272-0606 (Unit 16),
92-4-122-272-0607 (Unit 21), 92-4-122-272-0608 (Unit 22), 92-4-122-272-0609 (Unit 23),
92-4-122-272-0610 (Unit 24), 92-4-122-272-0611 (Unit 25), 92-4-122-272-0612 (Unit 26),
92-4-122-272-0613 (Unit 31), 92-4-122-272-0614 (Unit 32), 92-4-122-272-0615 (Unit 33), 92-4-
122-272-0616 (Unit 34), 92-4-122-272-0617 (Unit 41), 92-4-122-272-0618 (Unit 42), 92-4-122-272-0619
(Unit 43), 92-4-122, 272-0620 (Unit 44), 92-4-122-272-0621 (Unit 45), 92-4-122-272-0622 (Unit 46),
92-4-122-272, 0623 (Unit 51), 92-4-122-272-0624 (Unit 52), 92-4-122-272-0625 (Unit 53),
92-4-122-272-0626 (Unit 54), 92-4-122-272-0627 (Unit 61), 92-4-122-272-0628 (Unit 62),
92-4-122-272-0629 (Unit 63), 92-4-122-272-0630 (Unit 64), 92-4-122-272-0631 (Unit 71),
92-4-122-272-0632 (Unit 72), 92-4-122-272-0633 (Unit 73), 92-4-122-272-0634 (Unit 74),
92-4-122-272-0635 (Unit 81), 92-4-122-272-0636 (Unit 82), 92-4-122-272-0637 (Unit 83),
92-4-122-272-0638 (Unit 84), 92-4-122-272-0639 (Unit 91), 92-4-122-272-0640 (Unit 92),
92-4-122-272-0641 (Unit 93), 92-4-122-272-0642 (Unit 94), 92-4-122-272-0643 (Unit 101),
92-4-122-272-0644 (Unit 102), 92-4-122-272-0645 (Unit 103), 92-4-122-272-0646 (Unit 104),
92-4-122-272-0647 (Unit 111), 92-4-122-272-0648 (Unit 112), 92-4-122-272-0649 (Unit 113),
92-4-122-272-0650 (Unit 114), 92-4-122-272-0651 (Unit 121), 92-4-122-272-0652 (Unit 122),
92-4-122-272-0653 (Unit 123), 92-4-122-272-0654 (Unit 124), 92-4-122-272-0655 (Unit 131),
92-4-122-272-0656 (Unit 132), 92-4-122-272-0657 (Unit 133), 92-4-122-272-0658 (Unit 134),
92-4-122-2720659 (Unit 141), 92-4-122-272-0660 (Unit 142), 92-4-122-272-0661 (Unit 143),
92-4-122-272-0662 (Unit 144), 92-4-122-272-0663 (Unit 151), 92-4-122-272-0664 (Unit 152),
92-4-122-272-0665 (Unit 153), 92-4-122-272-0666 (Unit 154).
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Address: Situated on 105th St.

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GREEN BAY TRAIL A CONDOMINIUM LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN. NW 1/4 OF SEC. 27-1-22 CONC. MON. W/ BRASS CAP NW COR OF NW 1/4 OF SEC 27-1-22 197,794.54 2,567,904.90 - VISION TRIANGLE EASEMENT, PER CSM 104TH STREET - S.T.H. "165" (WIDTH VARIES) CONC. MON. W/ BRASS CAP DEDICATED PUBLIC STREET DEDICATED 35' LANDSCAPE, STORM WATER DRAINAGE, N LINE OF NW 1/4 OF SEC 27-1-22 N89'40'10"E 2672.73' (TOTAL) ACCESS AND MANAGEMENT DEDICATED 12' UTILITY, ACCESS AND MANAGEMENT EASEMENT, PER CSM DEDICATED 12' UTILITY, ACCESS AND MANAGEMENT EASEMENT, PER CSM DEDICATED 150'X100' - VISION TRIANGLE EASEMENT, PER CSM DEDICATED 20'X20' 104TH ST. (S.T.H. "165") N89°40'10"E 144.23' N89'40'10"E 750.81' DEDICATED 35' LANDSCAPE STORM WATER DRAINAGE, DEDICATED 15' TREE PROTECTION AND PRESERVATION, ACCESS AND MANAGEMENT EASEMENT, PER CSM ACCESS AND 65' BUILDING EASEMENT, PER CSM 109TH ST _ SETBACK__ DEDICATED STORM WATER UTILITY, ACCESS AND MANAGEMENT DRAINAGE, RETENTION BASIN ACCESS AND MANAGEMENT EASEMENT, PER CSM ¹⁵¹ **15** <u>103</u> 101 DEDICATED 35' LANDSCAPINION STORM WATER DRAINAGE, ACCESS AND MANAGEMENT EASEMENT, PER CSM S.M. NO. DEDICATED 10' STORM WATER DRAINAGE, ACCESS AND MANAGEMENT EASEMENT, PER CSM 10 161 **LOCATION MAP** 16 102 NW 1/4 SEC. 27, T1N, R22E 162 SCALE 1" = 2000'LOT 2 46,160 SQ. FT. 1.0597 AC. NOTE: 236,697 SQ. FT. 5.4338 AC. 93 91 "CSM" IN ALL EASEMENT ANNOTATION 122 REFERS TO CERTIFIED SURVEY MAP NO. 171 9 **BEARING BASIS:** 123 121 131 92 172 ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE 132 COORDINATE SYSTEM, SOUTH ZONE. THE DEDICATED 20'X20 NORTH LINE OF THE NORTHWEST 1/4 OF VISION TRIANGLE EASEMENT, PER CSM N8375'36"W 282.13 SECTION 27-1-22, WAS USED AS 105TH STRÉET DEDICATED 12' UTILITY, ACCESS AND MANAGEMEN N89°40'10"E (66' WIDTH) DEDICATED PUBLIC STREET EASEMENT, PER CSM _N87°36'51"E 255.10' PROJECT CONVERSION FACTOR: DEDICATED 20'X20' VISION TRIANGLE - EASEMENT, PER CSM GRID/1.0000045 = GROUNDDEDICATED SIGNAGE, ACCESS AND MANAGEMENT 3 <u>83</u> 81 8 TED 10' STORM WATER DEDICATED 12' TED 35' WATER (RD. 82 AND MANAGEMENT EASEMENT, PER CSM DEDICAT STORM \ ACCESS EASEMFN' BAY 50' BUILDING SETBACK GREEN DEDICATED TEMPORARY Professional Services, Inc. DEDICATED 25' STORM WATER DRAINAGE, ACCESS LOT 3 DEDICATED 35' LANDSCAPING, STORM WATER DRAINAGE. 32,120 SQ. FT. 0.7374 AC. ACCESS AND MANAGEMENT EASEMENT, PER CSM AND MANAGEMENT • Engineers • Surveyors • Planners DATE: JANUARY ___, 2019 Q, 151.04 **OWNER: SURVEYOR:** 0 0 UNPLATTED LANDS HARPE DEVELOPMENT, LLC JSD PROFESSIONAL SERVICE, INC. SHEET 1 OF 11 8501 75TH STREET, SUITE H W238N1610 BUSSE ROAD, SUITE 100 WAUKESHA, WI. 53188 KENOSHA, WI 53142 INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

SHEET INDEX

TITLE SHEET **EXISTING CONDITION MAP**

C1.0 DEMOLITION PLAN C2.0 PAVEMENT ID AND DIMENSION PLAN

C3.0 EROSION CONTROL PLAN

C4.0 OVERALL GRADING PLAN C4.1 NORTHWEST GRADING PLAN C4.2 NORTHEAST GRADING PLAN

C4.3 SOUTHWEST GRADING PLAN C4.4 SOUTHEAST GRADING PLAN

C5.0 UTILITY PLAN

C5.1 UTILITY PLAN - SANITARY LATERALS

C6.0 PUBLIC UTILITY PLAN AND PROFILES - STORM SEWER C6.1 PUBLIC UTILITY PLAN AND PROFILES - PRIVATE DRIVE

C7.0 SITE NOTES AND DETAILS C7.1 SITE NOTES AND DETAILS

C7.2 SITE NOTES AND DETAILS C7.3 SITE NOTES AND DETAILS

C7.4 SITE NOTES AND DETAILS C7.5 SITE NOTES AND DETAILS C7.6 SITE NOTES AND DETAILS C7.7 SITE NOTES AND DETAILS

C7.8 SITE NOTES AND DETAILS C7.9 SITE NOTES AND DETAILS C7.10 SITE NOTES AND DETAILS

L1.0 LANDSCAPE OVERALL PLAN

NORTHWEST LANDSCAPE PLAN L1.1 L1.2 NORTHEAST LANDSCAPE PLAN

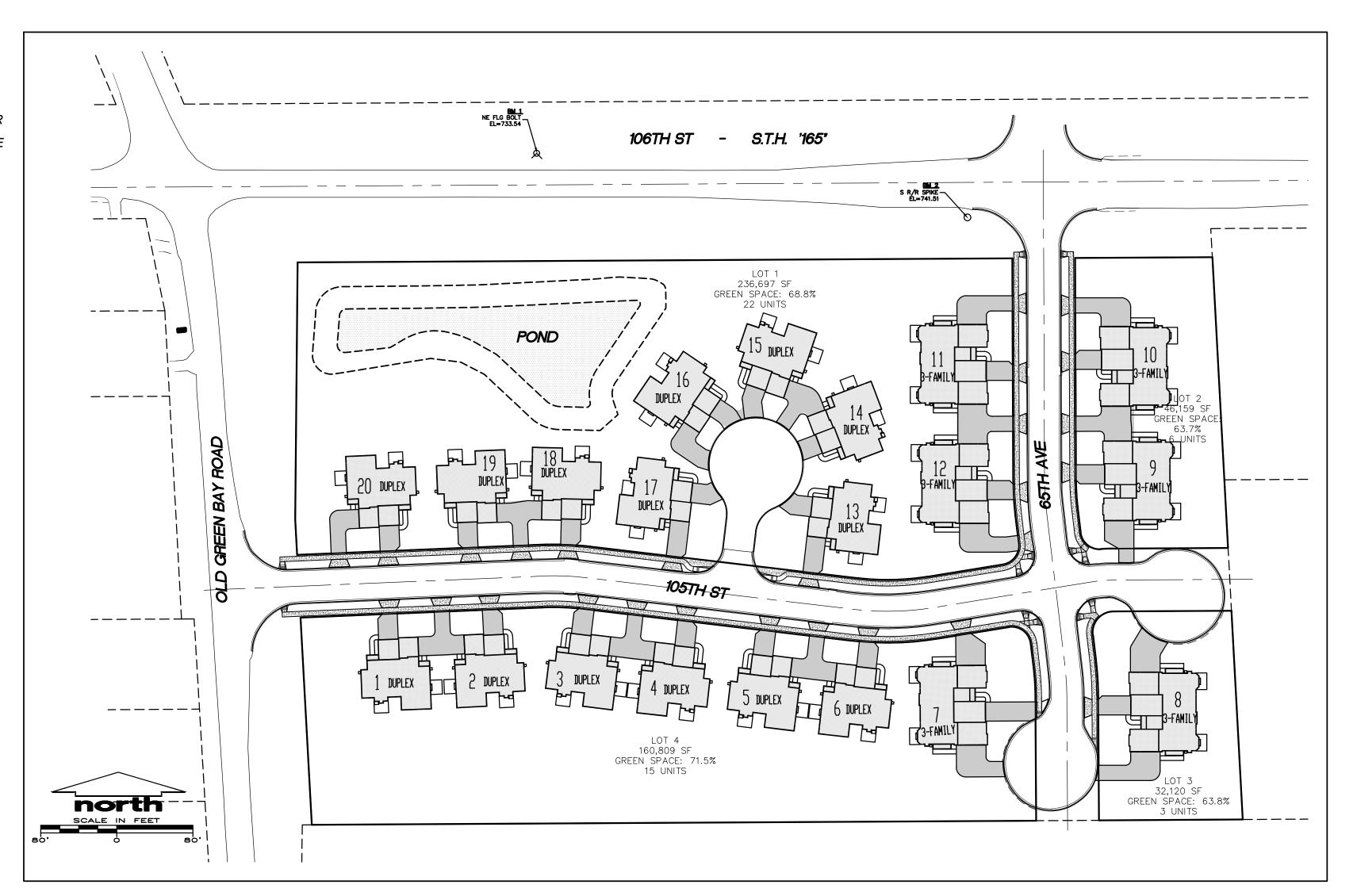
L1.3 SOUTHWEST LANDSCAPE PLAN L1.4 SOUTHEAST LANDSCAPE PLAN

L1.5 2-FAMILY DUPLEX FOUNDATION LANDSCAPE PLAN L1.6 3-FAMILY TRIPLEX FOUNDATION LANDSCAPE PLAN

L2.0 LANDSCAPE DETAILS, NOTES, & SPECIFICATIONS

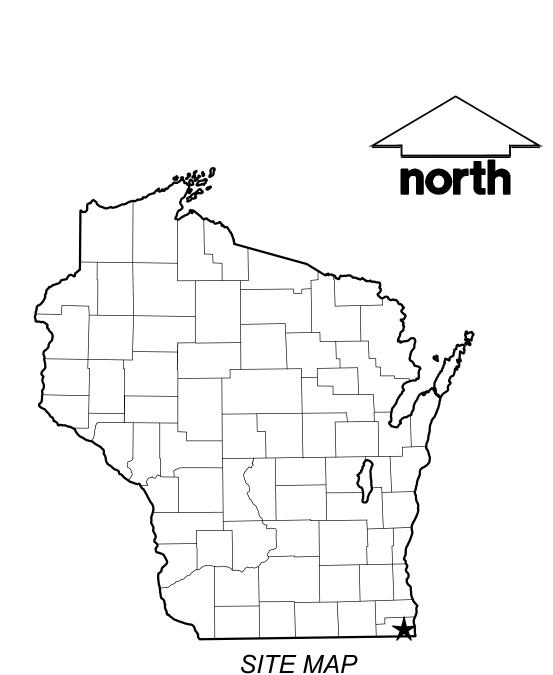
GREEN BAY TRAIL CONDOMINIUMS

106TH STREET VILLAGE OF PLEASANT PRAIRIE, WISCONSIN JANUARY 25, 2019



SITE DATA

TOTAL LOT AREAS: 475,785 SF NO. OF UNITS: 46 UNITS



SITE BENCHMARK:

BM 1 - NE FLANGE BOLT ON FIRST HYDRANT EAST OF INTERSECTION BETWEEN STH 165 & OLD GREEN BAY RD. NORTH SIDE OF STH 165. ELEVATION □ 733.54

BM 2 - RAILROAD SPIKE ON THE SOUTH SIDE OF THE 5TH POWER POLE EAST OF INTERSECTION BETWEEN STH 165 & OLD GREEN BAY RD. NORTH SIDE OF STH 165. ELEVATION ☐ 741.51

COMMUNITY DEVELOPMENT DEPARTMENT JEAN WERBIE-HARRIS COMMUNITY DEVELOPMENT DIRECTOR PLANNING, ZONING ADMINISTRATOR 9915 39TH AVENUE

PLEASANT PRAIRIE, WISCONSIN 53158 PHONE: 262-925-6718 FAX: 262-925-6787 EMAIL: jwerbie-harris@plprairiewi.com

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EMAIL: jsteinbrink@plprairiewi.com

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EMAIL: croepke@plprairiewi.com AARON LONGRIE ASSISTANT FIRE CHIEF 8600 GREEN BAY ROAD PLEASANT PRAIRIE, WISCONSIN 53158 PHONE: 262-694-8027 FAX: 262-697-1901 EMAIL: alongire@plprairie.com

OWNER DUSTIN HARPE HARPE DEVELOPMENT LLC 8501 75TH STREET, SUITE H KENOSHA WI 53188 PHONE: 262-694-1677 FAX: 262-694-1682 EMAIL: sales@harpedevelopment.com

ARCHITECT PHIL ANDERSON HARPE DEVELOPMENT LLC 8501 75TH STREET, SUITE H KENOSHA WI 53188 PHONE: 262-694-1677 FAX: 262-694-1682 EMAIL: phil@harpedevelopment.com

CIVIL ENGINEER JSD PROFESSIONAL SERVICES, INC. W238 N1610 BUSSE RD, SUITE 100 WAUKESHA, WI 53188 PHONE: 262-513-0666 FAX: 262-513-1232 RIZAL ISKANDARSJACH, P.E., P.L.S. EMAIL: riz@jsdinc.com



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8501 75TH STREET, SUITE H KENOSHA, WI 53142

GREEN BAY TRAIL CONDOMINIUMS

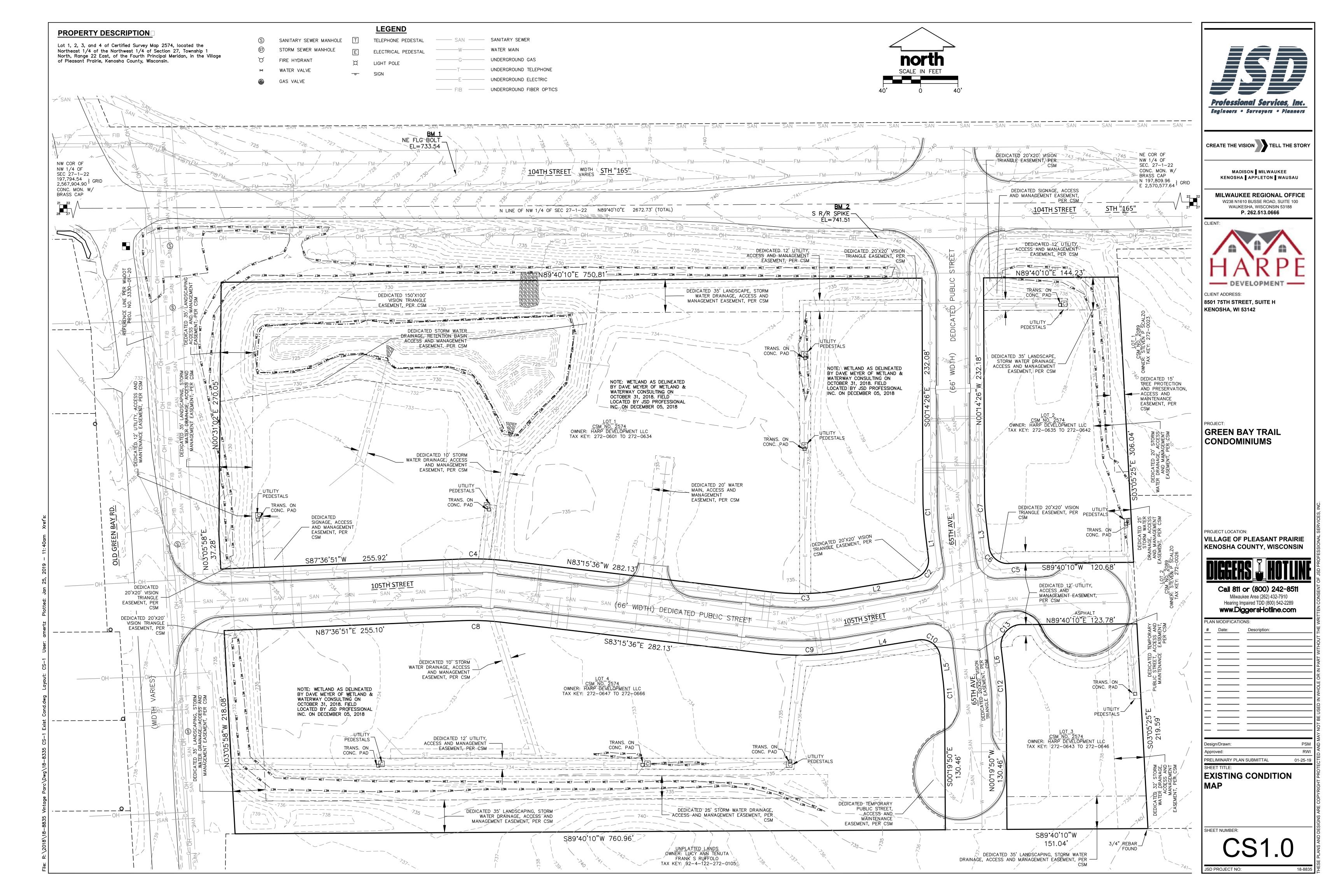
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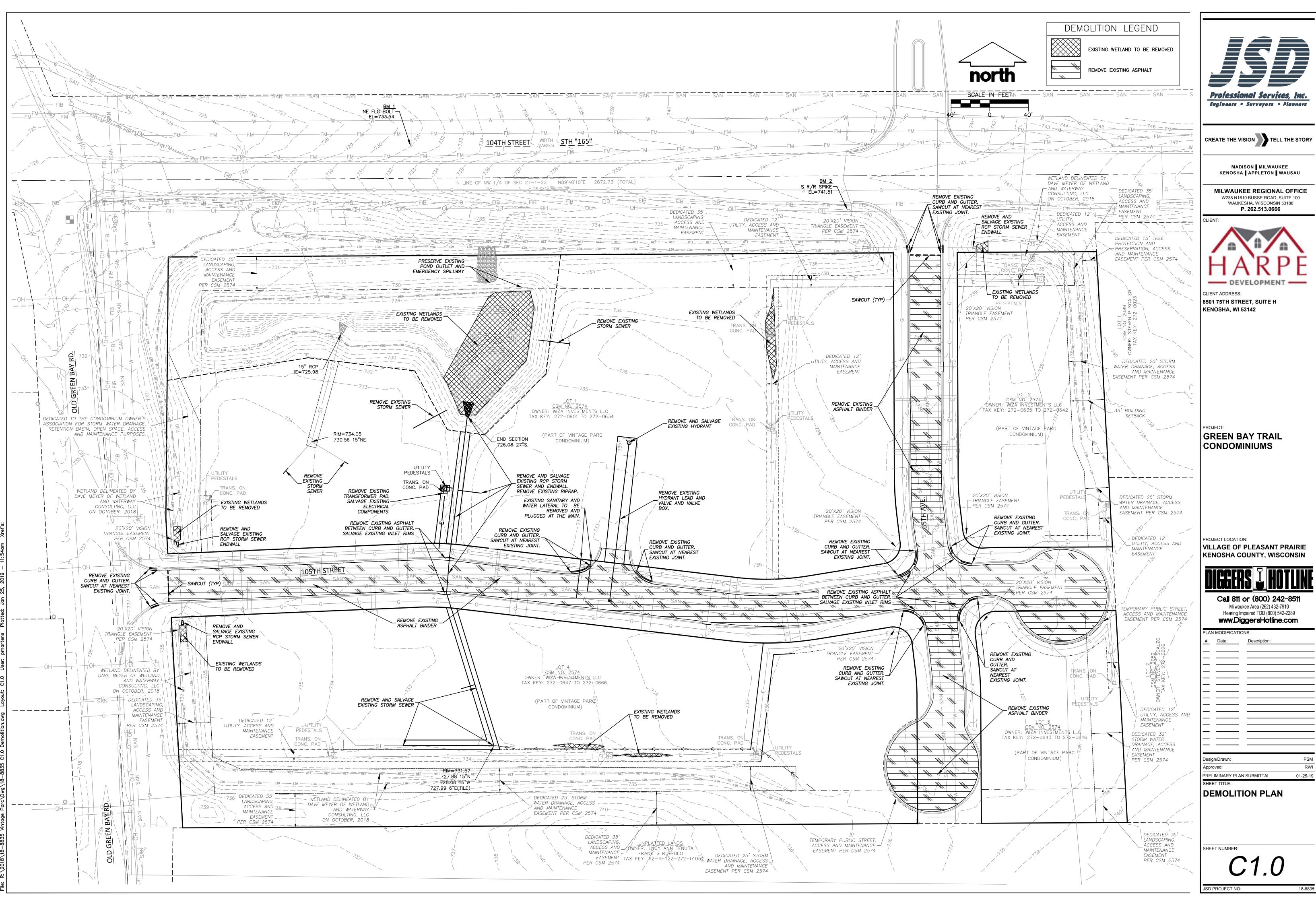


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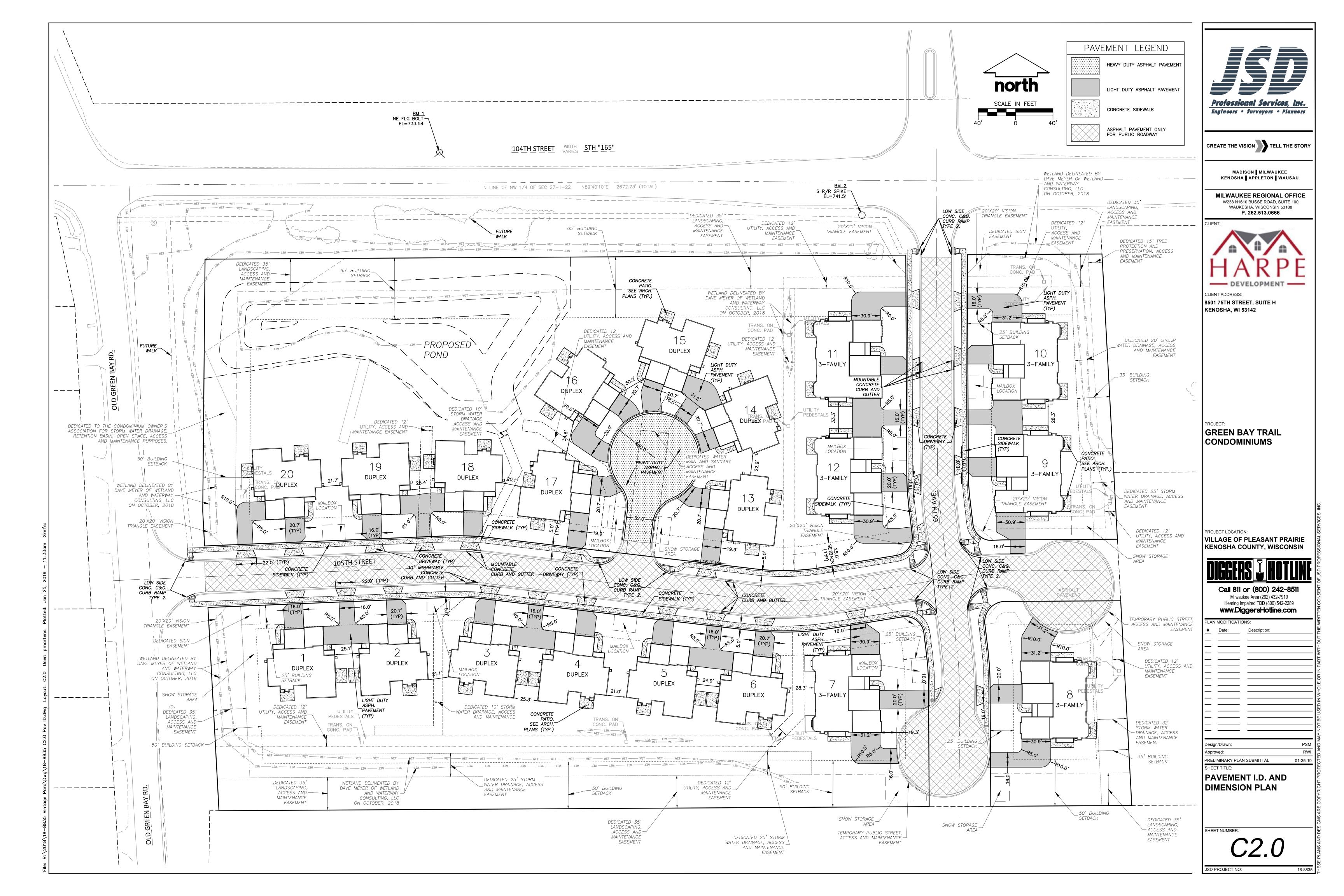
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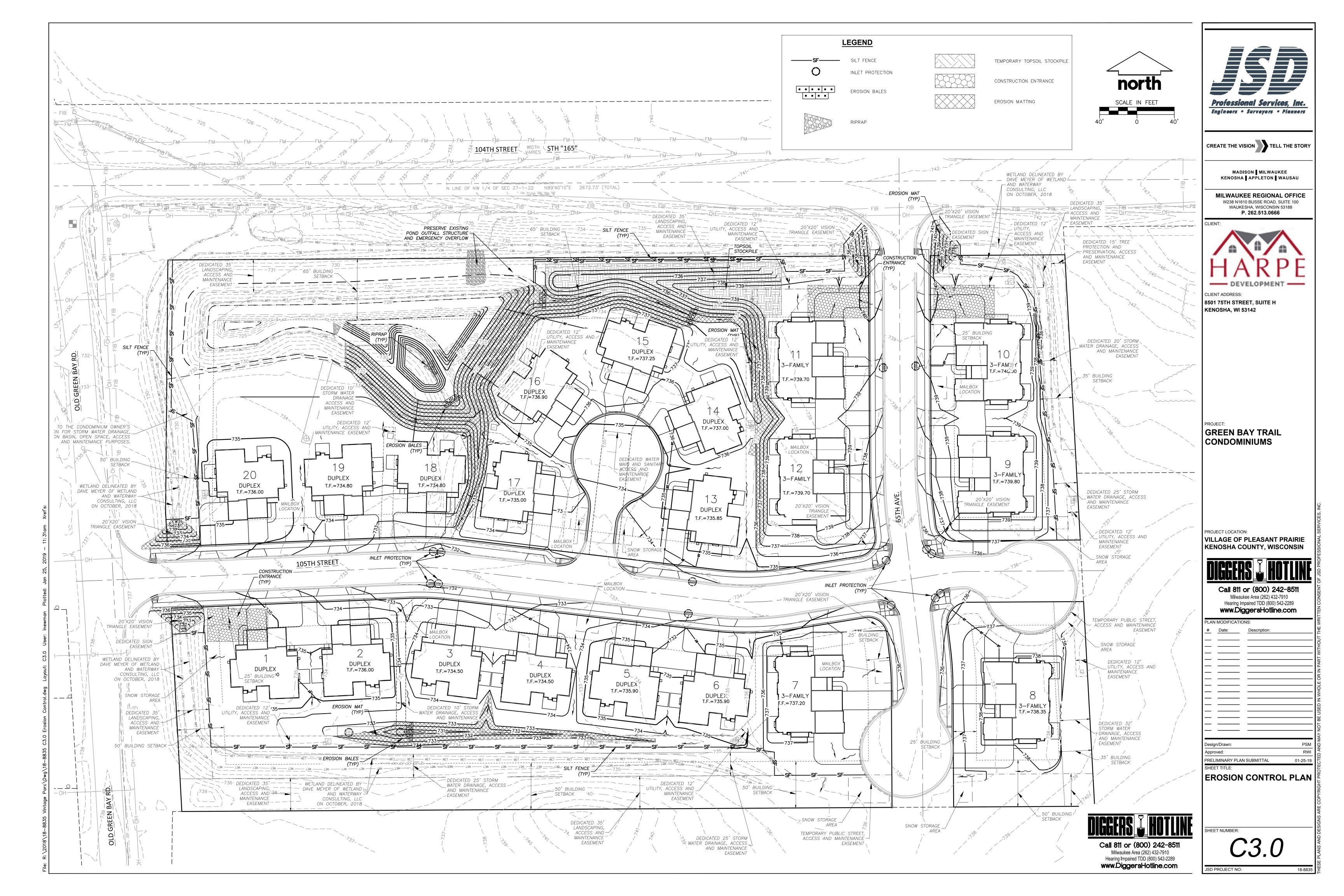
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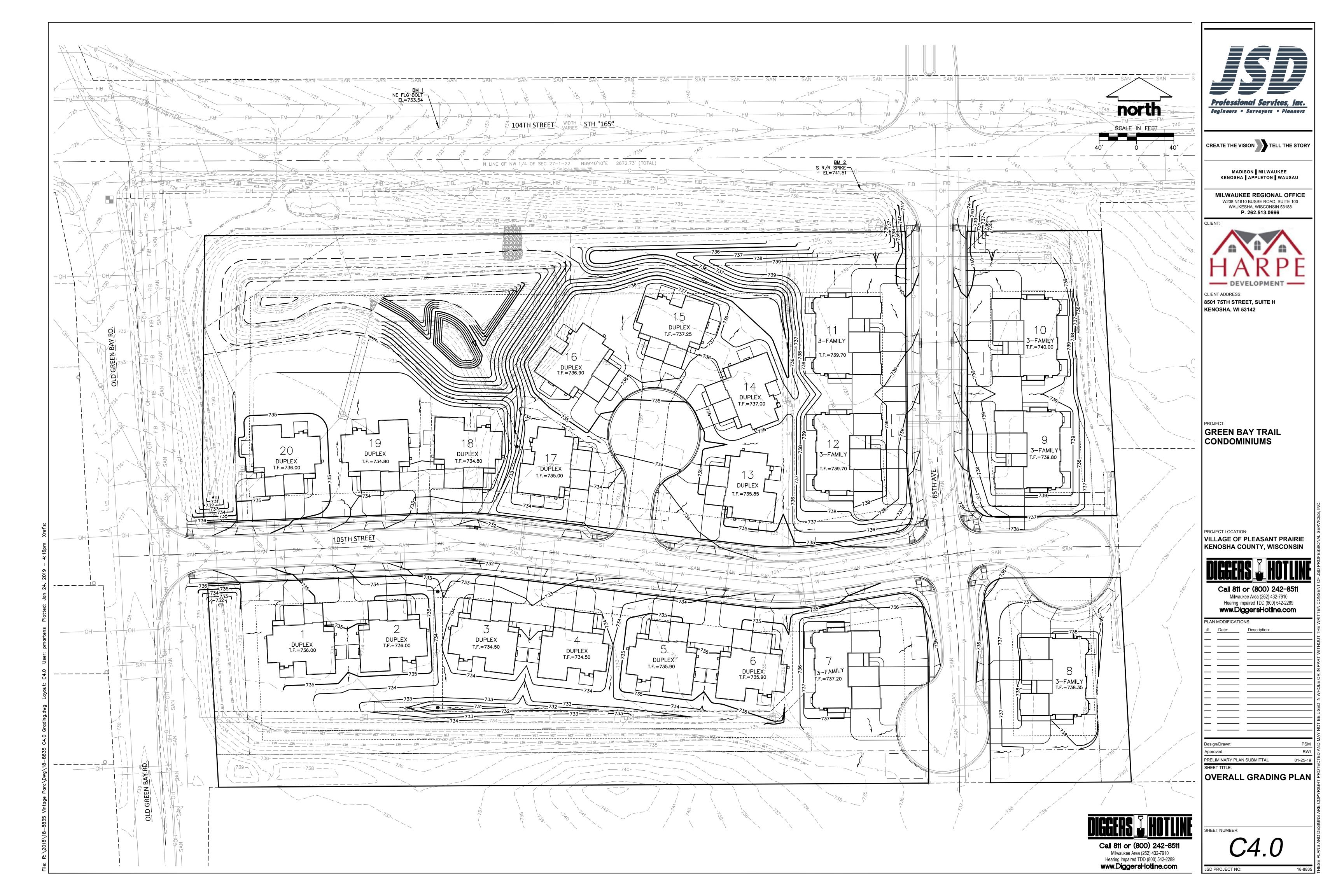


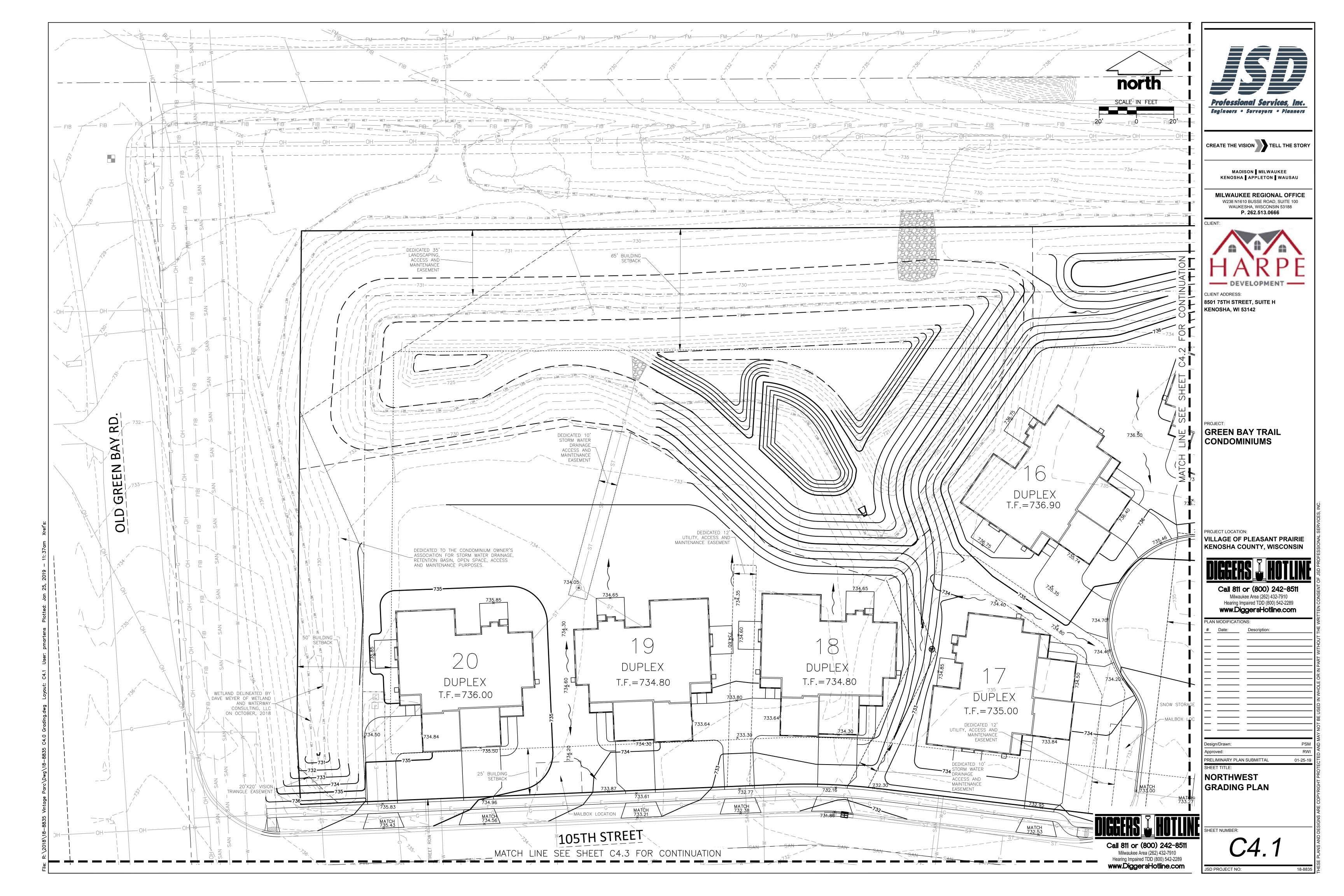


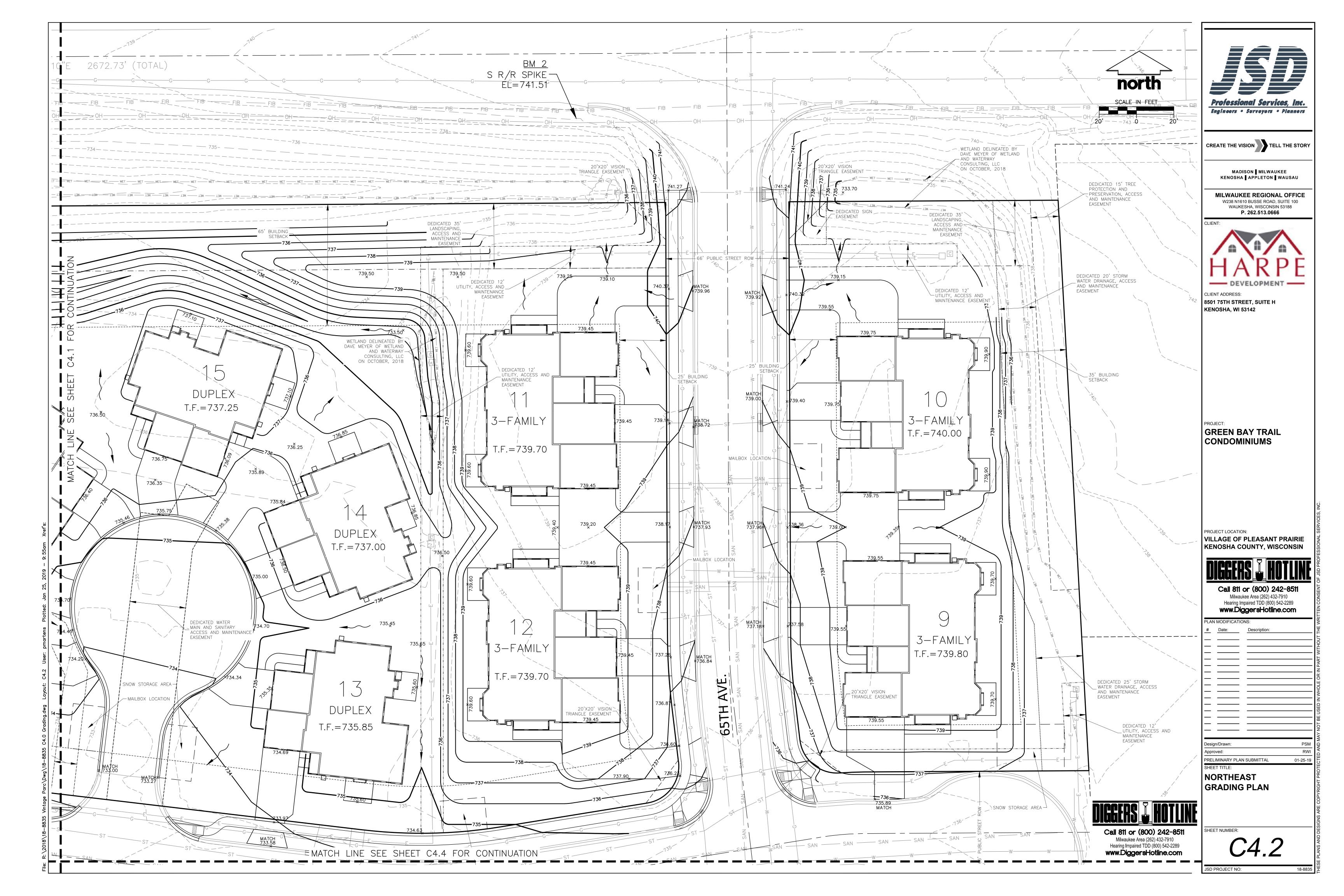
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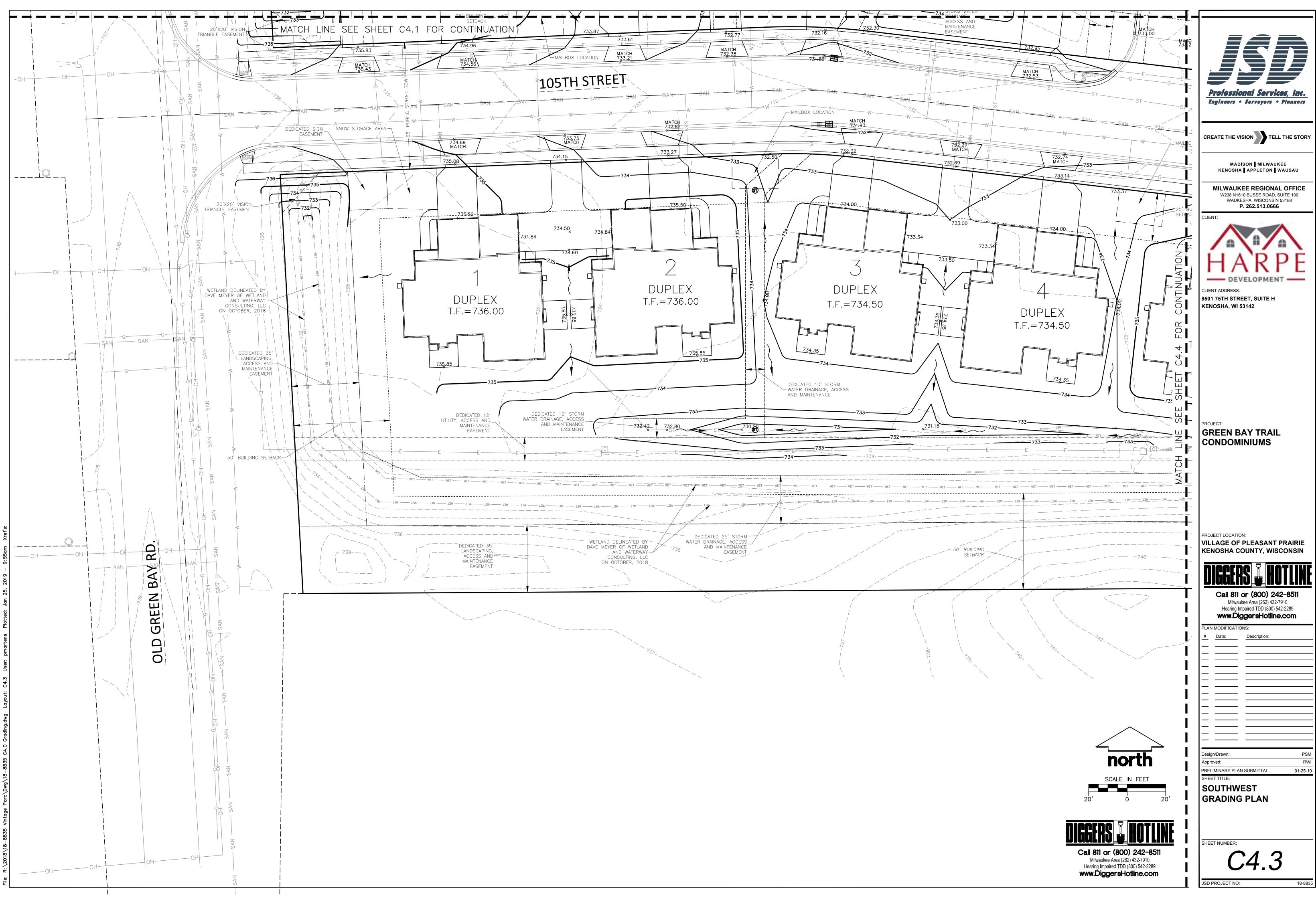




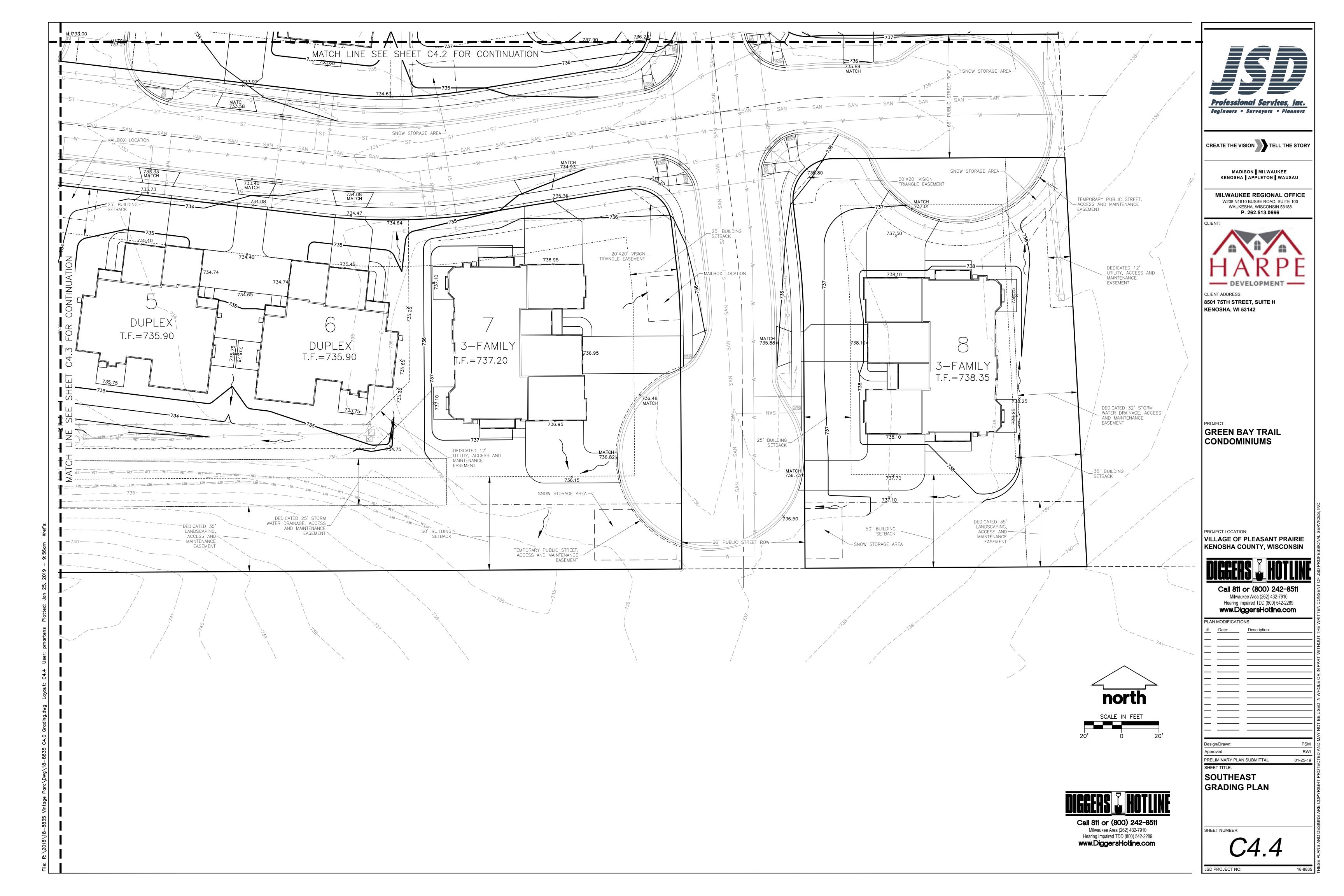


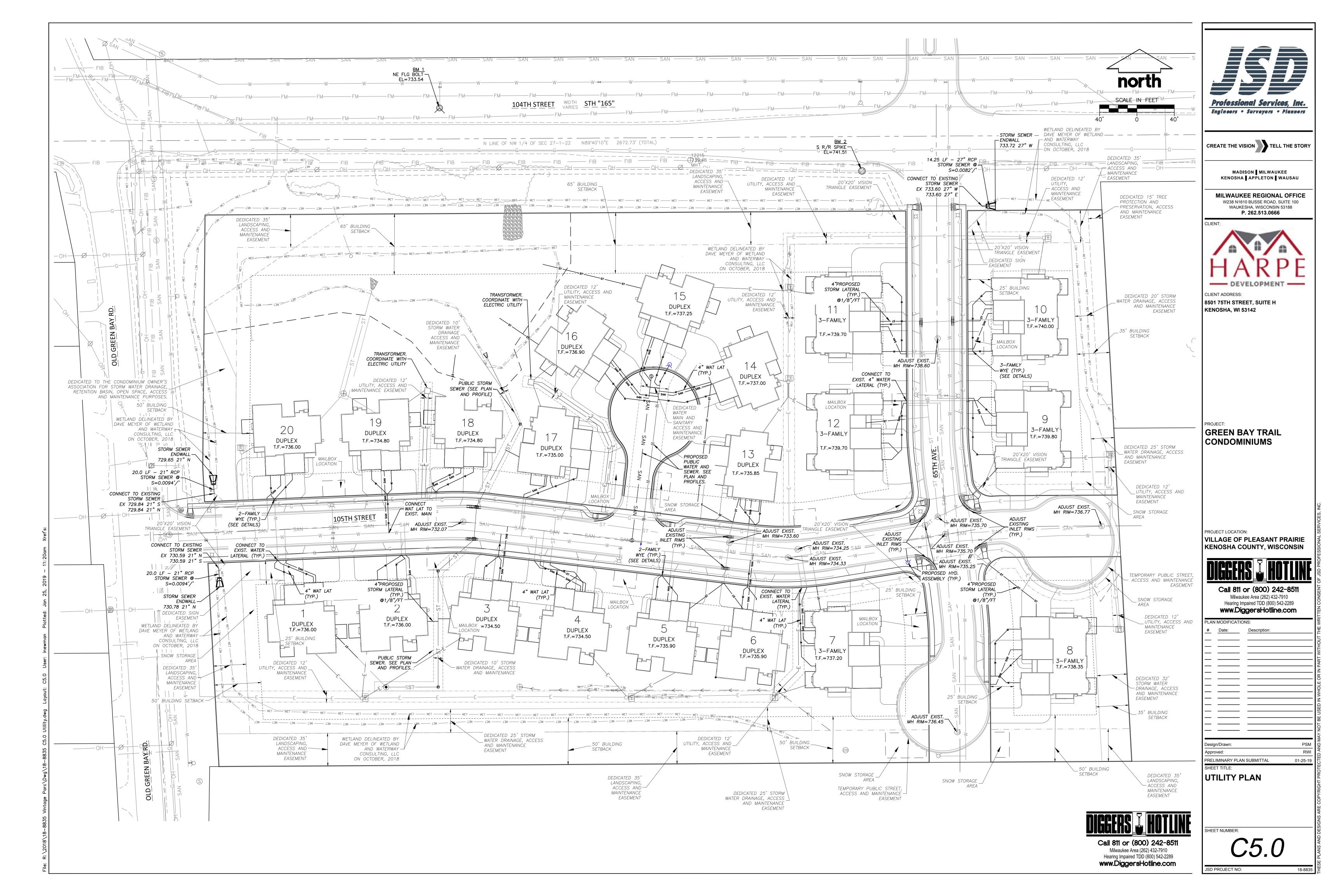


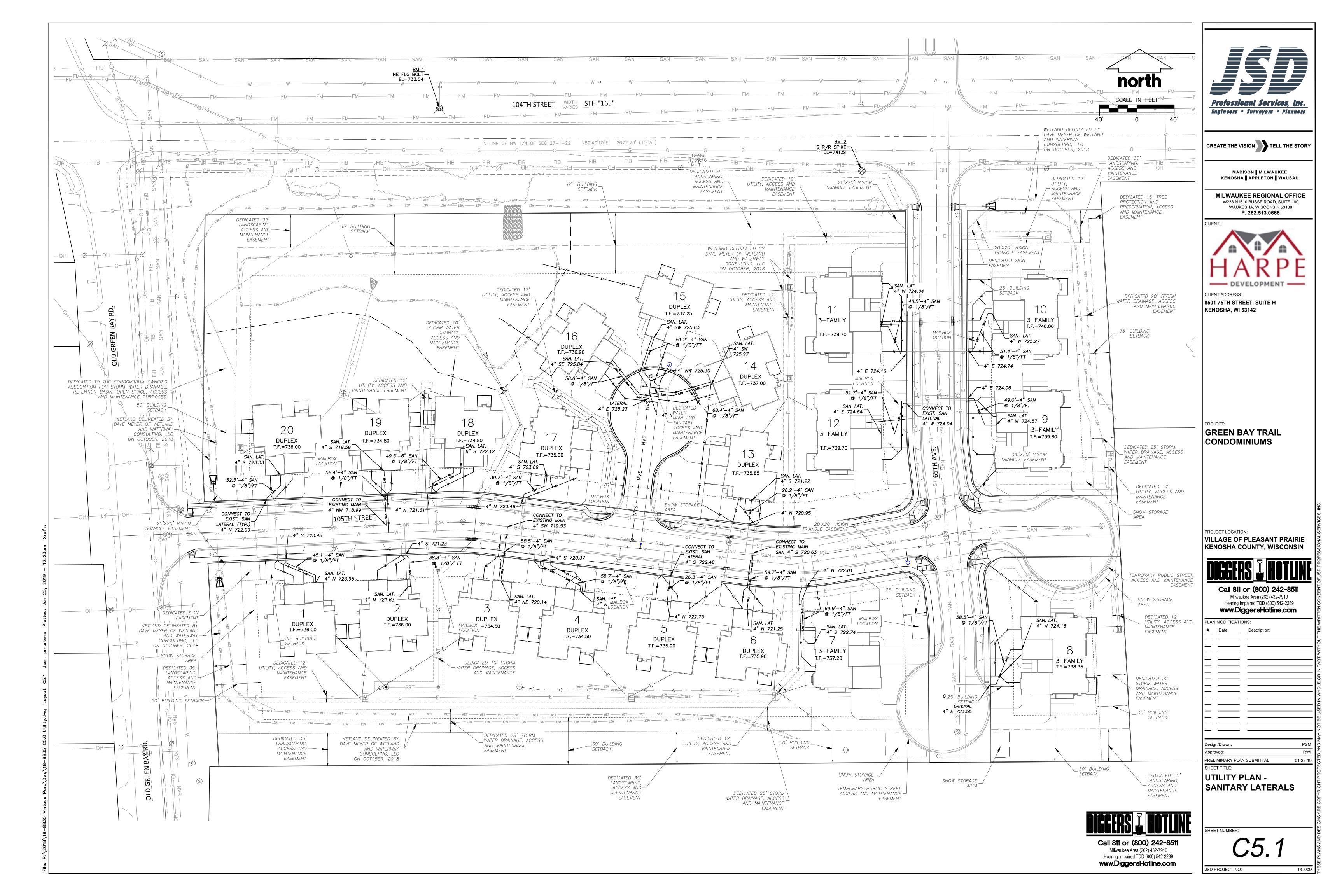


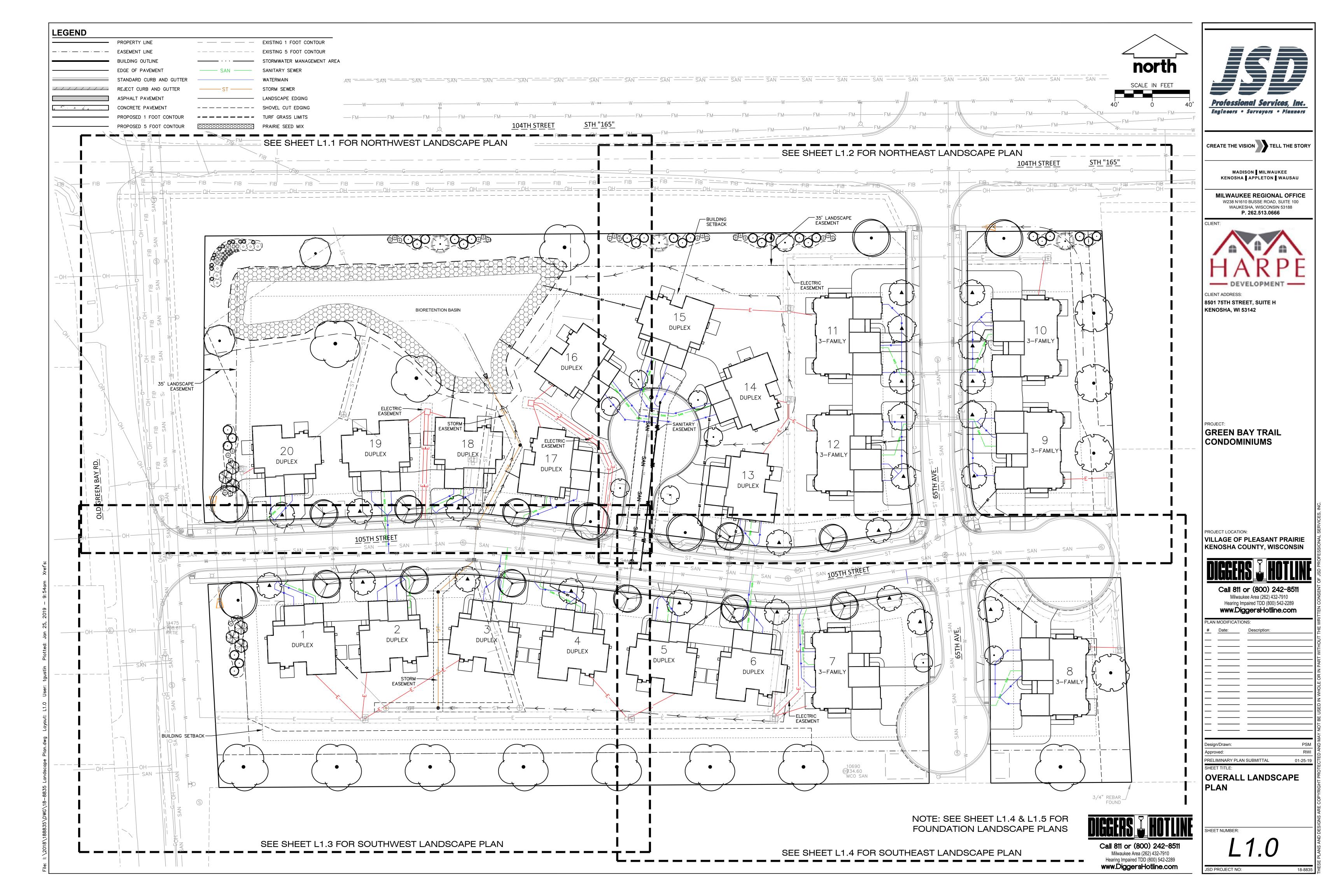


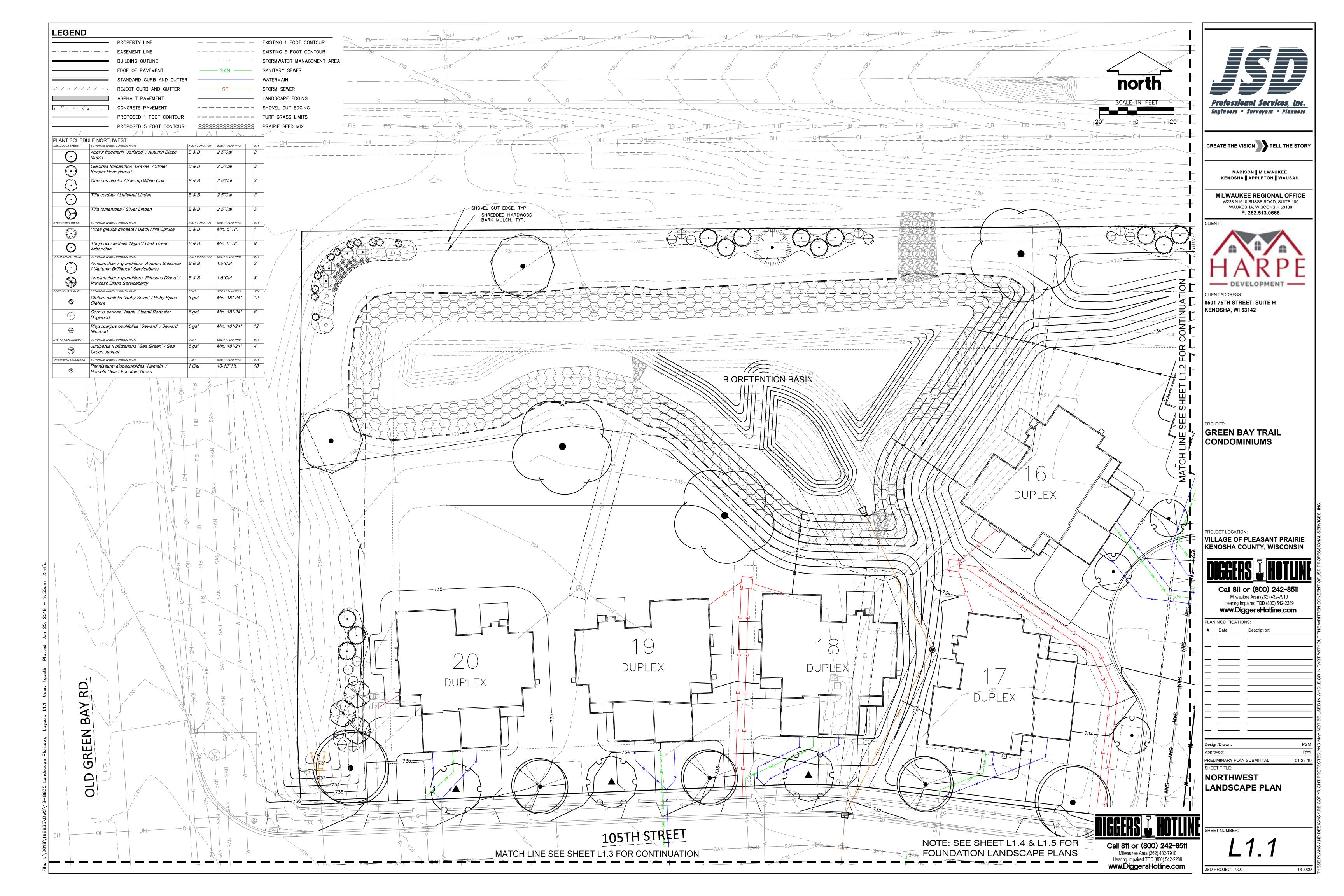
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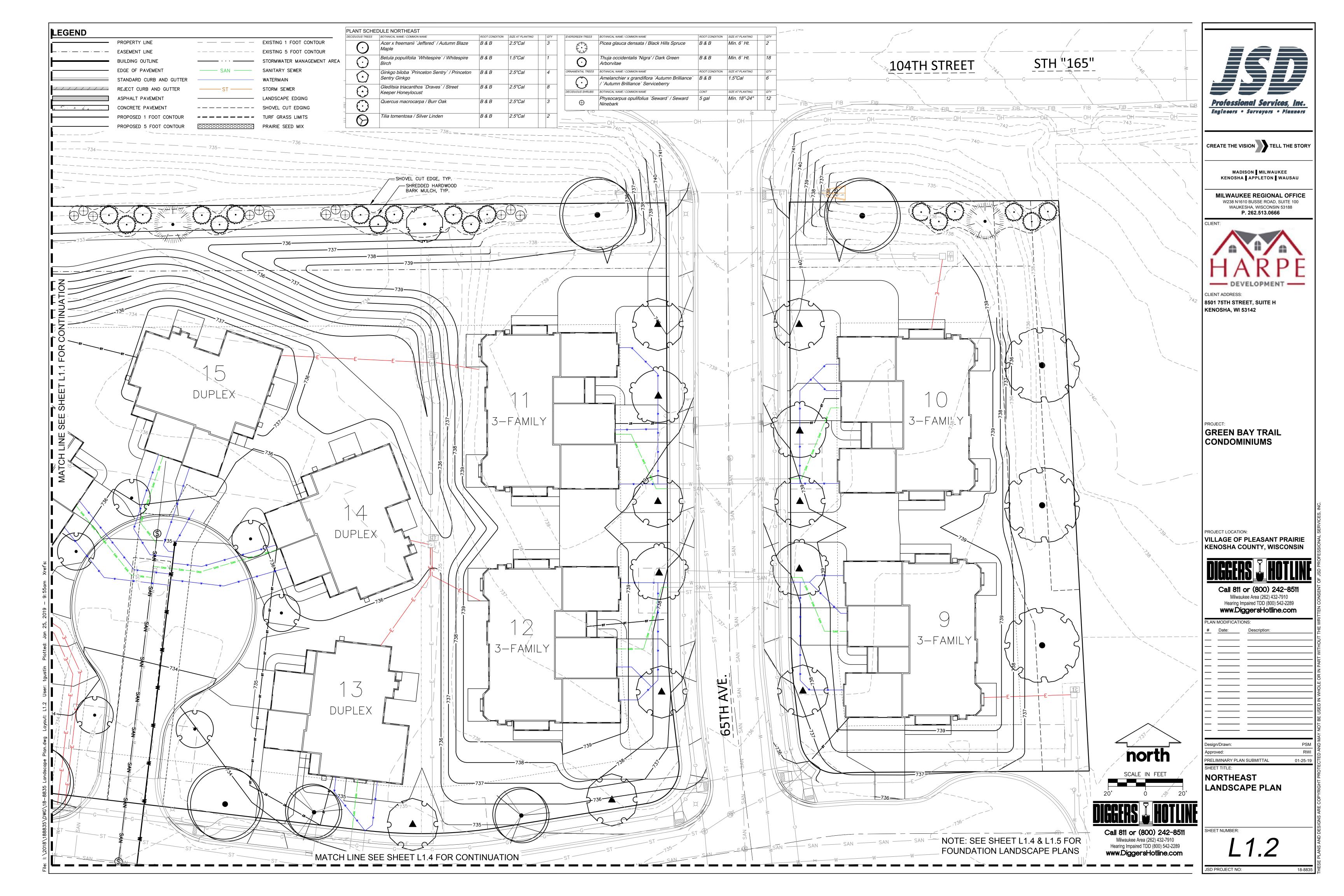


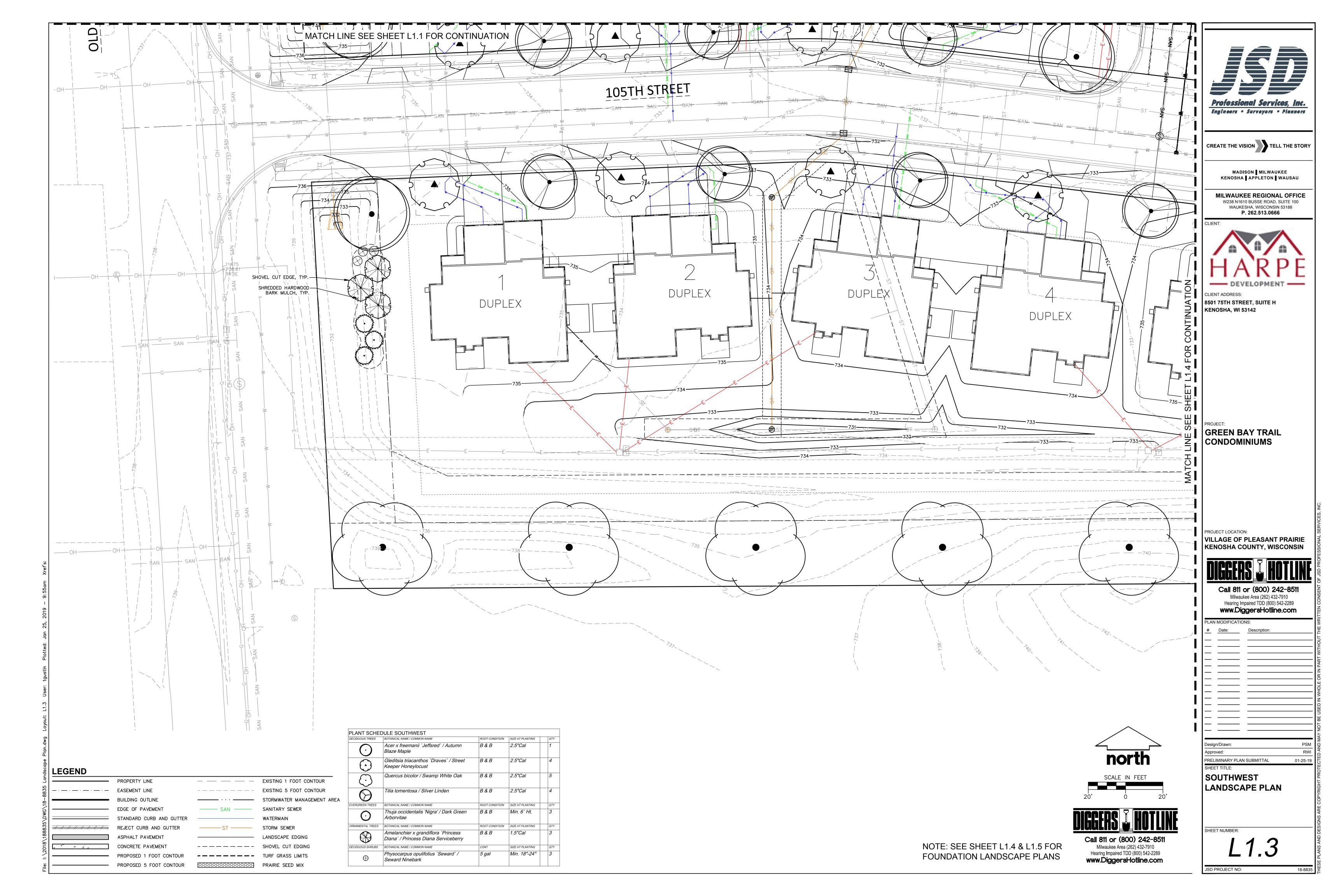


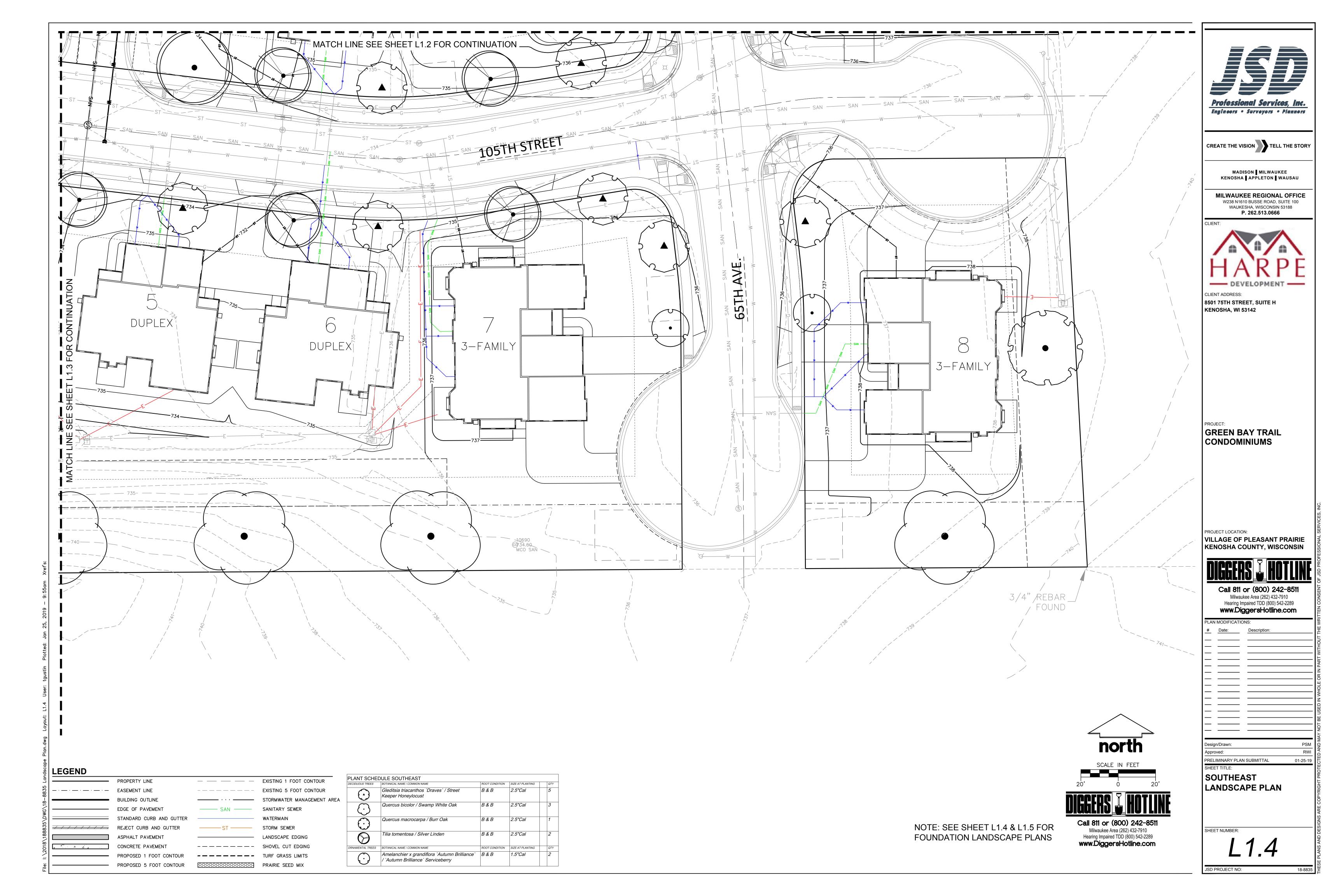


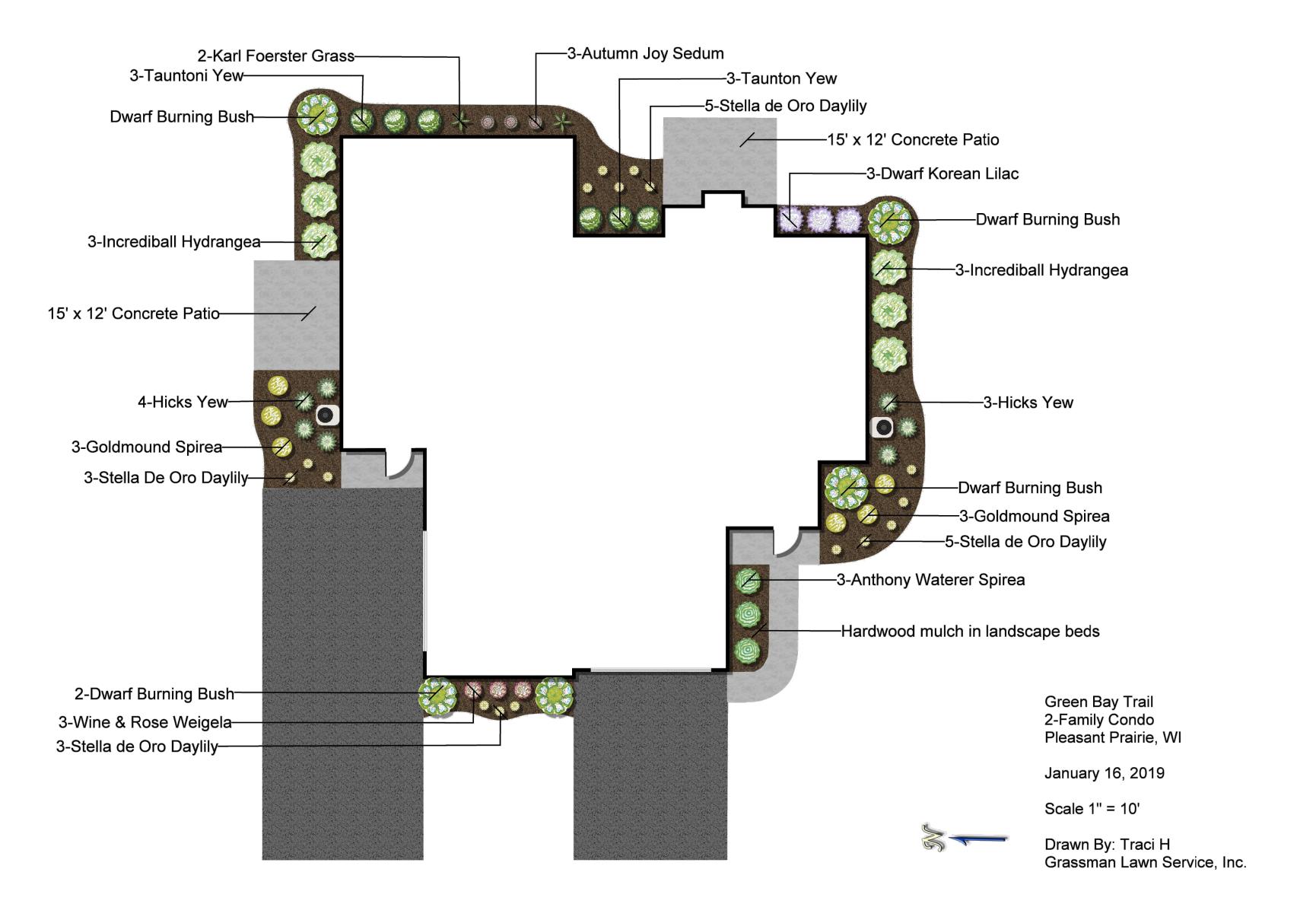












2-FAMILY (DUPLEX) FOUNDATION LANDSCAPE PLAN

PROVIDED BY GRASSMAN LAWN SERVICE, INC.





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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:



CLIENT ADDRESS:

8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:

GREEN BAY TRAIL

CONDOMINIUMS

PROJECT LOCATION:

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN



Call 811 or (800) 242-8511

Milwaukee Area (262) 432-7910

Hearing Impaired TDD (800) 542-2289

www.DiggersHotline.com

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Design/Dra	ıwn:	PSM

Design/Drawn:
Approved:
PRELIMINARY PLAN SUBMITTAL 01-2
SHEET TITLE:

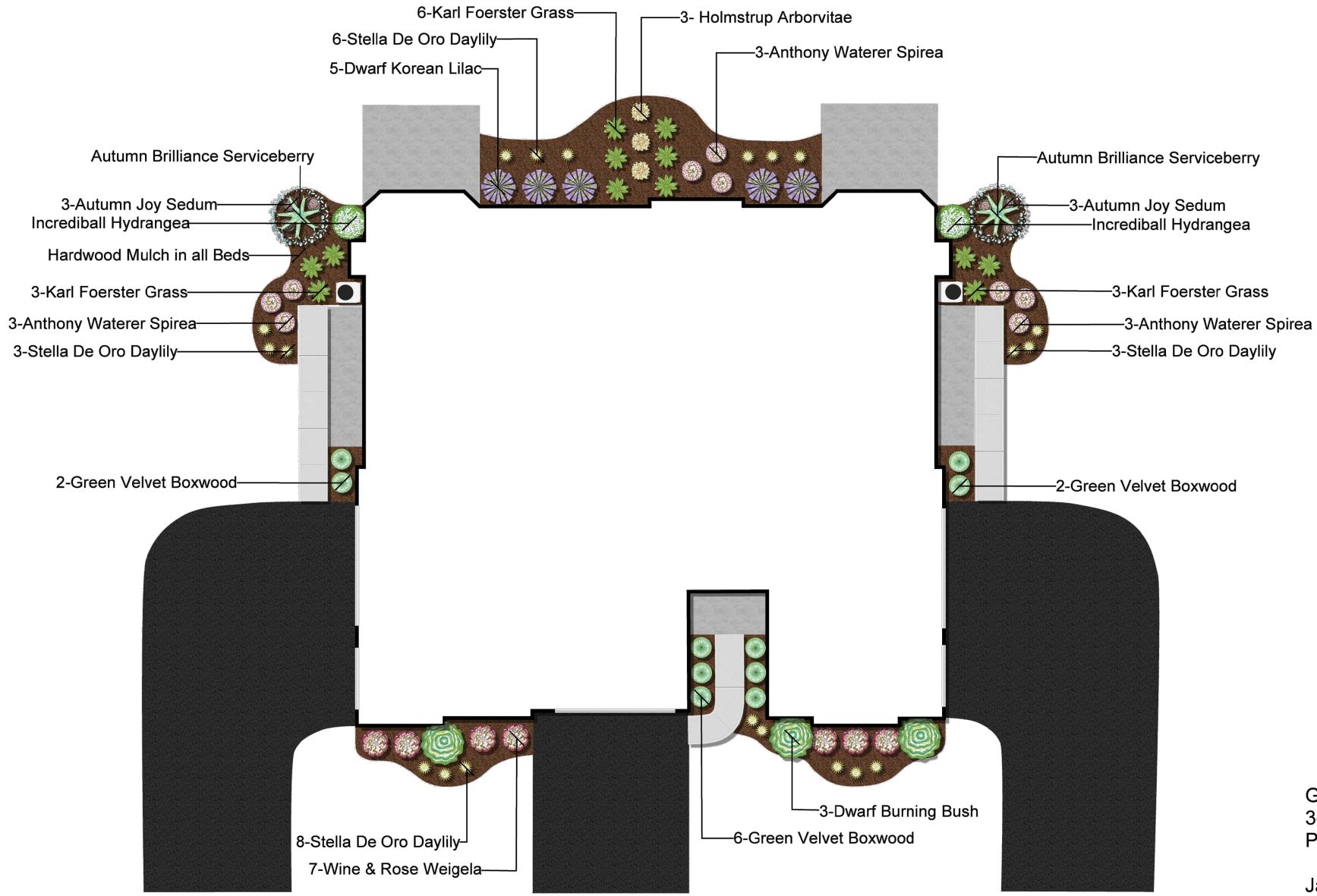
FOUNDATION LANDSCAPE PLAN

LANDSCAPE PLAN

SHEET NUMB

L1.5

JSD PROJECT NO:



Green Bay Trail 3-Family Condo Pleasant Prairie, WI

January 16, 2019

Scale: 1"=10'

Drawn By: Traci H Grassman Lawn Service, Inc.

3-FAMILY (TRI-PLEX) FOUNDATION LANDSCAPE PLAN

PROVIDED BY GRASSMAN LAWN SERVICE, INC.





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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666



CLIENT ADDRESS: 8501 75TH STREET, SUITE H KENOSHA, WI 53142

GREEN BAY TRAIL CONDOMINIUMS

VILLAGE OF PLEASANT PRAIRIE KENOSHA COUNTY, WISCONSIN



Call 811 or (800) 242-8511Milwaukee Area (262) 432-7910 Hearing Impaired TDD (800) 542-2289

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PLAN	MODIFICATIO	NS:	
#_	Date:	Description:	
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PRELIMINARY PLAN SUBMITTAL 01-25-19

FOUNDATION LANDSCAPE PLAN

JSD PROJECT NO:

GREEN BAY TRAILS EXTERIOR COLOR SELECTIONS

Building 1				
_	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Aged Pewter
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #822 - Harvest Wheat	Window Trim:	LP - White
	Stone:	Dutch Quality - Steinhaus Stack Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
Building 2				
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Cobblestone
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #822 - Harvest Wheat	Window Trim:	LP - White
	Stone:	Dutch Quality - Sienna Stack Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
Building 3				
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Gray Slate
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #826 - Moonrock	Window Trim:	LP - White
	Stone:	Dutch Quality - Elkwood Weather Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
Building 4				
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Aged Pewter
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #822 - Harvest Wheat	Window Trim:	LP - White
	Stone:	Dutch Quality - Steinhaus Stack Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
Building 5				
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Iron Gray
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #821 - Sandalwood	Window Trim:	LP - White
	Stone:	Dutch Quality - Sienna Stack Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
Building 6				
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Cobblestone
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #809 - Rustic Cedar	Window Trim:	LP - White
	Stone:	Dutch Quality - Fallbrook Weather Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
Building 7				
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Night Gray
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #820 - Vintage Taupe	Window Trim:	LP - White
	Stone:	Dutch Quality - Elkwood Weather Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 8				
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Cobblestone
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #809 - Rustic Cedar	Window Trim:	LP - White
	Stone:	Dutch Quality - Fallbrook Weather Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
Building 9				
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Aged Pewter
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #822 - Harvest Wheat	Window Trim:	LP - White
	Stone:	Dutch Quality - Steinhaus Stack Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
Building 10	_			
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Iron Gray
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #821 - Sandalwood	Window Trim:	LP - White
	Stone:	Dutch Quality - Sienna Stack Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
Building 11	_			
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Custom Color #6187 Rosemary
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #804 - Vanilla Bean	Window Trim:	LP - White
	Stone:	Dutch Quality - Fallbrook Weather Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
Building 12	_ •			
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Cobblestone
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #822 - Harvest Wheat	Window Trim:	LP - White
	Stone:	Dutch Quality - Sienna Stack Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
Building 13				
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Gray Slate
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #826 - Moonrock	Window Trim:	LP - White
	Stone:	Dutch Quality - Elkwood Weather Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
Building 14	_			
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Aged Pewter
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #822 - Harvest Wheat	Window Trim:	LP - White
	Stone:	Dutch Quality - Steinhaus Stack Ledge	Column Paint:	White
		Stained American Walnut	Garage Doors:	

Siding:

Soffit/Fascia:

Window Trim:

Column Paint:

Garage Doors:

James Hardie - Cobblestone

Aluminum - White

White - Short Panel

LP - White

White

Building 15

Roof:

Shake:

Stone:

Windows:

Owens Corning - Driftwood

Alliance SH White w/ Prairie Grids

Dutch Quality - Sienna Stack Ledge

Foundry #822 - Harvest Wheat

Front Door: Stained American Walnut

Building	g 16
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ilding 16	D f		Cidio -	
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Night Gray
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #820 - Vintage Taupe	Window Trim:	LP - White
	Stone:	Dutch Quality - Elkwood Weather Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
ilding 17				
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Custom Color #6187 Rosemary
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #804 - Vanilla Bean	Window Trim:	LP - White
	Stone:	Dutch Quality - Fallbrook Weather Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
ilding 18				
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Iron Gray
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #821 - Sandalwood	Window Trim:	LP - White
	Stone:	Dutch Quality - Sienna Stack Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
ilding 19				
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Night Gray
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #820 - Vintage Taupe	Window Trim:	LP - White
	Stone:	Dutch Quality - Elkwood Weather Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel
ilding 20				
	Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Custom Color #6187 Rosemary
	Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
	Shake:	Foundry #804 - Vanilla Bean	Window Trim:	LP - White
	Stone:	Dutch Quality - Fallbrook Weather Ledge	Column Paint:	White
	Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel







