

VILLAGE OF NORTH PRAIRIE
VILLAGE BOARD MEETING
September 11, 2025 - 6:30 p.m.
130 N Harrison St., North Prairie, WI

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. CONFIRMATION OF PROPER NOTICE OF MEETING**
- 5. APPROVAL OF VILLAGE BOARD MINUTES:** August 14, 2025, Village Board Meeting.
- 6. REPORTS:** Building Inspector, Fire, Police and Public Works Department. Annual report submitted from North Prairie Native Gardens.
- 7. PUBLIC COMMENTS:** - (No official action will be taken under Public Comment).
Note: Comments should be limited to 3 minutes per resident. Please state your name and address before speaking.
- 8. VILLAGE PRESIDENT**
 - a. Report to the Board
 - b. KMFD Update
 - c. Discussion and/or Action: Regarding the vacancy on the Plan Commission
- 9. VILLAGE ADMINISTRATOR/CLERK/TREASURER**
 - a. Report to the Board
 - b. Introduction of new DPW Supervisor, Ricky Reed.
 - c. Financial Reports Aug - 2025
 - d. Discussion and/or Action: 2025 Trick or Treat hours for the Village of North Prairie on October 31, 2025.
 - e. Discussion and/or Action: Developer's Agreement for the Glens at the Broadlands Condominium.
 - f. Discussion and/or Action: Condominium Declaration for the Glens at the Broadlands Condominium.
 - g. Discussion and/or Action: Sewer System Agreement for the Glens at the Broadlands Condominium.
- 10. PUBLIC SAFETY COMMITTEE**
 - a. Report on discussion or action taken at previous meetings, reports, or future agenda items.
- 11. PUBLIC WORKS COMMITTEE**
 - a. Report on discussion or action taken at previous meetings, reports, or future agenda items.
- 12. COMMUNICATION & PERSONNEL COMMITTEE**
 - a. Report on discussion or action taken at previous meetings, reports, or future agenda items.
- 13. FINANCE COMMITTEE**
 - a. Report on discussion or action taken at previous meetings, reports, or future agenda items.
 - b. Discussion and/or Action: Review and approval monthly bills and payroll.

14. Motion to Adjourn

Personnel matters are not an appropriate subject for this forum and should be referred to the Village Office. Any comments which may violate the individual rights of an employee and/or representative of the Village will not be permitted. It is possible that members or possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting(s) other than the governmental body specially referred to above in this notice. Please note, that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, please contact the Village Office at 262-392-2271.

Submitted by:

Evelyn Etten, Administrator/Clerk/Treasurer

September 9, 2025

North Prairie Police Department

Monthly Report

August 2025

	Current Month	YTD
Calls for Service**	31	287
Citations/Charges**	10	93

** As of September 8, 2025 these were the totals that were entered into FORS from TRACS. Due to many outside factors, this is the closest representation of totals we can present. Note: Other calls, citations, or warnings may arise from these calls that aren't computed in these totals.

CITATIONS/CHARGES ISSUED

OAS After Registration Revokes, Suspended or Cancelled
 Non-Registration of Vehicle
 Display Unauthorized Vehicle Registration Plate
 Speeding School Zone
 Operating while Suspended
 Exceeding Speed Zones/Posted Limits
 Disorderly Conduct with a Motor Vehicle

OTHER CALLS

911 Disconnect
 Alarm-Residential
 Assist Citizen
 Business Check
 Extra Patrol
 Extra Patrol-Speed
 Follow-up
 Found Items/Property
 Matter of Record
 Monitoring Speed
 Neighbor Problems
 Overnight Parking Request
 Traffic Accident-Property Damage
 Traffic Hazard
 Well Being Request

SQUAD MILES: & MAINTENANCE

SQUAD 687: 80
 SQUAD 686: 923

HOURS:

CHIEF: 55
 ASSISTANT CHIEF 32
 PATROL 180.5
 CLERICAL: 92.25

WSD Calls: *19

The Village of North Prairie is not the record keeper of calls from the Waukesha County Sheriff's Department. To the best of our knowledge these totals are accurate, but because it isn't our database to keep, there is no guarantee.

Work Shift Comparison

NORTH PRAIRIE POLICE DEPARTMENT

From 8/1/25 To 8/31/25

Date Run: 9/8/2025

Category:

<u>Nature of Incident</u>	<u>1st Shift</u> <u>07:00 to 14:59</u>	<u>2nd Shift</u> <u>15:00 to 22:59</u>	<u>3rd Shift</u> <u>23:00 to 06:59</u>	<u>No Time Entered</u>
Overnight Parking Request		1		
subtotals:	0	1	0	0

Category: Assist

<u>Nature of Incident</u>	<u>1st Shift</u> <u>07:00 to 14:59</u>	<u>2nd Shift</u> <u>15:00 to 22:59</u>	<u>3rd Shift</u> <u>23:00 to 06:59</u>	<u>No Time Entered</u>
Assist Citizen	1	1		
Assist NFPD/EMS		1		
Business Check	1			
Extra Patrol	2			
Matter of Record- WSD	3	9	6	1
Assist subtotals:	7	11	6	1

Category: Criminal

<u>Nature of Incident</u>	<u>1st Shift</u> <u>07:00 to 14:59</u>	<u>2nd Shift</u> <u>15:00 to 22:59</u>	<u>3rd Shift</u> <u>23:00 to 06:59</u>	<u>No Time Entered</u>
Gas Skip	1			
Criminal subtotals:	1	0	0	0

Category: Municipal

<u>Nature of Incident</u>	<u>1st Shift</u> <u>07:00 to 14:59</u>	<u>2nd Shift</u> <u>15:00 to 22:59</u>	<u>3rd Shift</u> <u>23:00 to 06:59</u>	<u>No Time Entered</u>
Disorderly Conduct with a Motor Vehicle		1		
Municipal subtotals:	0	1	0	0

Category: Service

<u>Nature of Incident</u>	<u>1st Shift</u> <u>07:00 to 14:59</u>	<u>2nd Shift</u> <u>15:00 to 22:59</u>	<u>3rd Shift</u> <u>23:00 to 06:59</u>	<u>No Time Entered</u>
911 Disconnect	1			
Alarm - Residential		1		
Follow-up	1	1		
Found Items/Property	1			
Investigation/Take Report	2			
Lost Items/Property	1			
Matter of Record				1
Neighbor Problems		1		
Well Being Check	1			
Service subtotals:	7	3	0	1

Category: Traffic

<u>Nature of Incident</u>	<u>1st Shift</u> <u>07:00 to 14:59</u>	<u>2nd Shift</u> <u>15:00 to 22:59</u>	<u>3rd Shift</u> <u>23:00 to 06:59</u>	<u>No Time Entered</u>
Extra Patrol- Speed	1			
Improper Display of Tags	1			
Monitoring Speed	2	1		
OAS/OAR/Other License Violations	1			
Registration/Title Violation	4	2		
Speeding Violation	4	2		
Traffic Accident - Property Damage	1			
Traffic Hazard	2			

Traffic subtotals:

16

5

0

0

Grand Totals:

<u>1st Shift</u>	<u>2nd Shift</u>	<u>3rd Shift</u>	
<u>07:00 to 14:59</u>	<u>15:00 to 22:59</u>	<u>23:00 to 06:59</u>	<u>No Time Entered</u>
31	21	6	2

August 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 Kim	2
3	4	5 Hennlich Brent	6 Tate Tate	7 Hennlich Tate	8 Kim	9
10	11 Brad	12 Ryan Brent	13 Ryan Kyle	14 Violet Violet	15 Kim	16
17 Brad	18 Brent	19 Brent Justin	20	21	22	23 Ryan
24	25 Hennlich Brent	26 Tate	27 Ryan Justin	28	29	30 Matt Matt
31 Matt						

Daily Work Log August 2025

8/1/25 thru 8/8/25 vacation

8/8/25 7:00 to 10:30 3.5 hours

Make out monthly report for Evelyn for monthly meeting and put out soccer goals 3.5

8/11/25 7:00 to 5:30 10.5 hours

Check out parks after heavy rains and wind/all good with exception of a couple garbage can covers off. Streets appeared in good condition with the exception of Crooked Stick Pass at intersection of Eagles Lookout, gravel washed out. Check equipment out and go thru emails. 3.0

Run to home depot and reinders for needed supplies 2.0

Look at shower drain in mens room at fire dept. appears that possibly the drain pipe broke as it seems that dirt is coming up and unable to get snake down the pipe. Plumber is coming on Monday the 18th. 1.0

Move bleachers from ball diamond and empty garbage at all parks 3.0

Empty garbage in police garage and attend meeting with personal committee
1.5

8/12/24 7:00 to 4:00 9 hours

Check parks for damage after storms / check emails / print off budget for Evelyn, meet with Evelyn to discuss future needs for village and things that may be problematic in the near future. Write up paving needs for village to go with f.d.driveway. take measurements for asphalt replacement 5.0

Run to proven power and ace hardware for parts and to pick up equipment repaired 2.0

Cut steel for brackets for tractor bucket for forks for lifting, clean up and tack weld in place. Shop clean up go through old mower blades and dispose of bent ones 2.0

8/13/25 7:00 to 4:00 9.0 hours

Emails, weld equipment as needed, pick up load of stone from Waukesha lime. 5.0

Cook out at v hall 1.0

Spread gravel on crooked stick pass 3.0

8/14/25 6:45 to 3:15 8.5 hours

Emails, talk with Ernie re: staying thru fall, talk to Kellen re: staying thru fall both have agreed at this point to stay 2.0 hours

Replace Evelyns light switch in her office 1.0 hours

Mount roto tiller on tractor and till up all 5 ball diamonds 5.5 hours

8/15/25 OFF

8/18/25 7:00 to 5:00 10 hours

Check out parks and email, call Ernie to B-Lands grass is growing like crazy

Work on closing out the day paperwork, turning off phone, etc.

Cut at b-lands and cut right of way on augusta way from sadd to club house.

FRIENDS OF NORTH PRAIRIE NATIVE GARDENS INC.
ANNUAL REPORT TO THE VILLAGE BOARD
(September, 2024 – August, 2025)

September, 2024

September proved to be a very dry month with little rainfall. As such, we extended our watering season at the new addition to the display garden, watering every three days for the entire month. One of our Facebook followers contacted us about donating 50 Burr Oak and 50 American Hazelnut seedlings for our use. After discussion, we determined that distributing these to our May 2025 plant sale customers would be a great way to get more native trees planted. Harvest Fest was very successful, in spite of the fact that Sunday was basically rained out. We greeted many visitors to our booth on Saturday, engaged children in various activities and had a successful small silent auction. We also approved adding 21 additional native plants from a second nursery to our 2025 plant sale inventory.

October, 2024

We have confirmed with the fire department that they will conduct a controlled burn of our small prairie section some time over the next several months, weather dependent. Additional wood chips have been ordered from our supplier to supplement the areas around the existing trees in the expanded prairie area at Prairie Village Park. A village board member reached out to us regarding our earlier offer to donate a Red Oak tree for Prairie Village Park. We were asked to consider donating 1-2 additional trees for various areas in the village. This will be a topic of discussion at the next board meeting. We are working on an updated brochure. The new prairie area at Prairie Village Park will continue to be mowed again next year to maintain weeds, especially Queen Anne's Lace and Sweet Clover. Due to more dry conditions during October, we continued to water the newly planted plants at Prairie Village Park's expanded display garden through the end of the month.

November, 2024

We discussed additional tree donations to the Village. Several suggestions were offered for consideration. Some further research will be conducted and we will address this at our December meeting. The fire department came to the Prairie Village Park Garden to do a controlled burn of the existing prairie on November 26th. Conditions were favorable for a successful burn. Oddly, despite their past-proven, persistent effort, the dead plant material did not catch fire. The fire department suggested we cut down all dead material, lay it flat on the ground, and they would return a few days later to try again, their schedule permitting. The fire department was unable to return this calendar year to burn, but will schedule another time in early spring.

December, 2024

We requested and received another load of local wood chips to finish spreading around the serviceberry in the new prairie area at the park, as well as touch up areas of need on the paths and in the existing display garden. Volunteers accomplished this task and the garden/prairie have been "put to bed" for the season. Due to the success of our 2023 and 2024 native plant sales, we are excited to be able to expand our community impact. At our December meeting, we voted to spend up to \$500 to cover the cost of two native trees to donate to the Village. *(In July, we reconsidered our tree donation and approved spending up to \$750 for two bur oak trees to be planted at Prairie Village Park.)* We also voted to establish two \$500 scholarships, one each for Kettle Moraine High School and Mukwonago High School. These scholarships will be available to graduating seniors who plan to continue their education in the fields of botany, conservation biology (protecting threatened species), restoration ecology (re-establishing native plant communities), environmental studies, etc. We continue to plan for our 3rd annual native plant sale in May, 2025.

January, 2025

We offered our first free community presentation, Creating Pocket Prairies & Pollinator Gardens. Information was presented on the basics of how to plan, prepare and maintain a successful eco-friendly garden, no matter the size of the garden or your experience. Presenters were volunteers Lindsey and Travis Woodhaven. The weather was extremely cold that evening, but we had 4-5 people attend. Educational handouts were provided and attendees had the opportunity to ask questions. Later in the month, our native plant preordering packet was e-mailed to those requesting to be on our list (approximately 300 people). On Saturday, January 25th, several volunteers participated in removing buckthorn from the area behind the pollinator garden and prairie at Prairie Village Park. There is an exorbitant amount of invasive buckthorn there, and work will continue for several years in order to eradicate it.

February, 2025

Additional buckthorn removal was performed on February 20th at the above location. Cut buckthorn is being stacked in two large piles in an area designated by the Kettle Moraine Fire District so that they can burn it later this spring. The deadline for preordering native plants was February 15th. We received approximately 50 preorders for this year's sale.

March, 2025

Buckthorn removal continued on March 8th, with a large amount of it being added to the existing piles to be burned. The Kettle Moraine Fire District personnel performed a controlled burn of both the buckthorn piles and the 1,000 square foot existing prairie on Thursday, March 27th. Fire serves a critical role in maintaining a healthy prairie ecosystem, as it controls woody vegetation, helps manage invasive species and stimulates growth. It serves as a very efficient and cost effective management tool for the native prairie. It is beneficial to burn prairies approximately every 3-4 years.

April, 2025

The two pollinator gardens at the North Prairie Village Hall were cleaned up for spring. Most of our efforts were focused on our upcoming plant sale which will offer over 70 species of native plants.

May, 2025

Landscape mulch was provided by the village for the pollinator garden areas at the village hall. Volunteers placed the mulch in these areas, spread it and cleaned up the edges of the two gardens. In mid-May, approximately 60 native plants were planted in the oval planting area around the North Prairie Municipal Building sign at the village hall. The plant sale committee reviewed the success of our recent plant sale and determined that we would like to move the event to the North Prairie Village Hall beginning in 2026. We met with the building and grounds committee to discuss our request and were granted permission to use the community room at the Village Hall from May 6th through May 10th, 2026 for the sale. In May, two of our volunteers attended the scholarship awards night at both Mukwonago and Kettle Moraine High Schools to represent our group's scholarship donations to the recipients.

June, 2025

In early June, we met with Eagle Scout candidate Tim H. and his father Matt to discuss the foot bridge to be installed over the ditch area at the far end of the new prairie area. Tim will be designing and coordinating the project, under the supervision of dad Matt who is a civil engineer. Upon receipt of the design, we will present it to the Building & Grounds Committee and our building inspector for approval. Several volunteers pulled Canadian thistles in the ditch area in front of the prairie, with the goal of keeping them from going to seed. This will be an ongoing project, either

every year or every two years, as the root system on Canadian thistle is too deep to manually remove the entire plant. On June 26th, we were joined by several Generac employee volunteers at the Prairie Village Park garden. We spent the morning loading wheelbarrows with wood chips, transporting them to the garden from the parking lot, and spreading them out to replenish and groom the paths. We picked one of the hottest days of June to perform this work, but had a short reprieve with a 10-minute downpour. The work was accomplished in about three hours. We continue to pursue our previous commitment to donate two native trees to the village.

July, 2025

Inventory of existing plants in all gardens was taken. There are a few replacement plants needed. These were ordered and were delivered in mid-July. All have been planted. Additionally, we had new plant ID signage created and these were installed in the display garden at PV Park. They have the same design as the signage at the Village Hall garden, showing a picture of the plant, common name and corresponding botanical name.

We will donate two bur oak trees, both to be planted at Prairie Village Park. We are working with a wholesale supplier to accomplish this, including the digging of holes and planting the trees. We met at the park with DPW Dave Molitor to confirm the location of where these trees will be planted. We hope to accomplish this in October or November.

Due to a good quantity of rain, we have not needed to contact the fire department up to this time to refill the water tank at Prairie Village Park.

Our Eagle scout candidate, Tim Horn, has connected with building inspector Scott Johnson regarding the design of the foot bridge to be constructed over a portion of the ditch at the expanded prairie in Prairie Village Park. Once the design has been created, it will be submitted to Scott Johnson for review, as well as the Building and Grounds Committee.

August, 2025

The garden continues to produce numerous blooms on a variety of native species. There is an abundance of monarch butterflies visiting the gardens, as well as the large amount of marsh milkweed growing in the drainage ditch at Prairie Village Park. In addition to monarchs, hummingbirds, hummingbird moths, eastern black swallowtails, viceroys, and many other butterflies have been observed, as well as several species of beetles and native bees. One of the new plants in the garden around the Municipal Building sign at the Village Hall has flowered, after being planted for only three months. The liatris is blooming now, helping to support the monarchs with nectar for their upcoming migration to their wintering grounds in the oyamel forests in Mexico. On August 25th, 17 monarchs were counted nectaring on the liatris. This is the largest number of monarchs we have seen at one time in the garden since its inception. Several monarch caterpillars were also observed on the marsh milkweed in the ditch area and the garden. These caterpillars are the last generation of the season and will also migrate to Mexico after becoming a butterfly. Cooler temperatures have arrived and plants will begin to wind down for the season. Garden cleanup will wait until next spring, as remaining stems and fallen leaves will support overwintering insects.

Successes/Failures at the Garden

A summary of our garden installations is as follows:

- a. Phase I of the pollinator garden, now known as the display garden, at Prairie Village Park is in its fifth season.
- b. Phase II of the expanded display garden is in its second season.
- c. Phase I of the prairie is also in its fifth season.
- d. Phase II of the prairie is in its second season.
- e. The Village Hall south side garden is in its second season.
- f. The garden around the municipal building sign in front of the village hall is in its first season.

The abundance of rain in early spring, continuing through June, and again in August, has resulted in good growth of existing plants and considerable root development in new plantings.

We have more weeds than anticipated in the expanded prairie, resulting in the need for us to keep it mowed for a second year. The main culprits are sweet clover, white clover and Queen Anne's lace. We will continue to mow through the remainder of the year and re-evaluate next steps next spring.

We are excited to see the amount of marsh milkweed that is growing in the ditch area this year! This is due to an abundance of rainfall and the ability of the milkweed to expand as we keep the invasive thistles in check.

Watering was again limited this year to new plants added in the expanded display garden. The display garden offers visitors an opportunity to observe specific plant species, which are labeled. They can then proceed into the existing and newly expanded prairie areas to try to identify plants in these areas.

Our May, 2025 plant sale was a resounding success. We planned to conduct a three-day sale, but sold out of plants in a day and one-half. Between preorder sales and in-person sales, we facilitated almost 4,000 native plants being added to landscapes. We are thrilled that more and more people are realizing the benefits of native plants and how they provide habitat and food sources for pollinators, as well as more people eliminating pesticides in their yards. Proceeds from the sale will continue to provide resources to sustain the existing gardens and provide educational materials. We began funding our scholarship program for Kettle Moraine and Mukwonago High school seniors who are pursuing secondary education in the fields of Conservation, Environmental Science, Environmental Conservation, Ecological Restoration, and others.

We do not feel as though we have experienced any "failures" at either garden this year. We view any unpredicted or unexpected outcome as a learning opportunity.

Conclusion

The U. S. Fish and Wildlife Service (USFWS) announced a proposed rule on Dec. 10, 2024, to list the monarch butterfly as threatened under the Endangered Species Act, including a 4(d) rule, in order to offer federal protections to the species. "Threatened" is defined as "likely to become endangered in the foreseeable future throughout a significant portion of its range," and "endangered" is defined as "in danger of extinction throughout all or a significant portion of its range." If the proposed rule had been an endangered listing, there would have been an automatic set of prohibitions. A threatened proposed ruling with an accompanying 4(d) rule allows the USFWS to modify or exempt some prohibitions based on conservation and management needs identified specifically for the monarch.

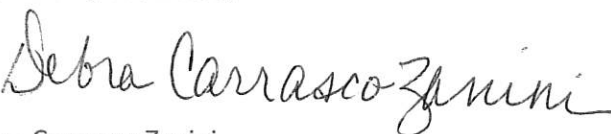
In the 4(d) rule, the USFWS identifies the need to increase the availability of milkweed and nectar plants, to protect and enhance overwintering habitat, to reduce the negative impacts of pesticides, and to maintain public support for monarch conservation. The USFWS also emphasizes the importance of people in shaping current conservation efforts and indicated its intent with the proposed 4(d) rule is to incentivize voluntary efforts.

None of the actions included in the proposed rule will take effect until after the USFWS decides whether to list the monarch butterfly. A 90-day public comment period was open from December 12, 2024 to March 12, 2025 ([view comments for this period](#)). The comment period has been reopened for 60 days ([view and submit comments for this period](#)), closing on May 19, 2025, after which the USFWS will evaluate the comments received and any other relevant new information. The final rule will be posted within a year (by December 12, 2025), and rules typically become effective 30 days after posting. That means that there are no implications for Monarch Watch programs at the present time.

We are very proud to do our small part in helping to sustain the monarch butterfly and other beneficial pollinators through the creation of the pollinator garden and prairie at Prairie Village Park and the gardens at the Village Hall. We again extend our sincere appreciation to the Village of North Prairie, the Department of Public Works and the North Prairie Fire Department for their invaluable assistance with this community project. Our partnership is unique and invaluable.

We end our report with a story that touches our hearts and makes our work worthwhile: On August 26th, a gentleman and his two grandchildren stopped by the garden and spoke with one of our volunteers who was taking pictures. He said he walks over most every day to look for butterflies. He asked what the “pink flowers” were growing along the ditch (marsh milkweed). He stated that the other day, they observed **40 MONARCHS** flying around that milkweed. He thanked us for tending the gardens and feels we are doing a great job. We are grateful to the Village of North Prairie for recognizing the importance of eliminating pesticides and herbicides to protect pollinators and preserving the native milkweed near our park garden and at the village hall.

Respectfully submitted,

/s/ 

Debra Carrasco-Zanini

President

Friends of North Prairie Native Gardens Inc.

August 25, 2025

VILLAGE OF NORTH PRAIRIE
Board Report – September 11, 2025
from the Village Administrator/Clerk/Treasurer

Personnel Update:

As most of you know, our former DPW Director, Dave Molitor, decided to retire in August this year. I would like to publicly thank Dave Molitor for his 21 years of service and dedication to the Village of North Prairie. We offered to host a little gathering for Dave upon his retirement, but unfortunately, he declined. We wish him well as he begins his next chapter of life into his retirement.

Introduction of New DPW Supervisor – Ricky Reed.

Financial Reports:

August - 2025

Reminder:

Committee Agendas: Please email agendas and any supporting documentation to the Administrator/Clerk/Treasurer the FRIDAY PRIOR to your scheduled meeting and no later than three days before the scheduled meeting times to ensure time for editing and proper notice and publication of said meeting.

Administrator/Clerk/Treasurer's Calendar:

- 2024 Audit – almost complete – we look good
- Update the employee handbook and policies
- Update job descriptions for board review and adoption
- RFP for rewrite of Zoning Code for 2026 budget planning purposes
- RFP for Comprehensive Plan for 2026 budget planning purposes

Respectfully submitted by:

Evelyn Etten
Administrator/Clerk/Treasurer
September 9, 2025

Village of North Prairie
General Fund
Statement of Revenues Compared to Budget
For the Eight Months Ending August 31, 2025
Date Printed: September 9, 2025

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Variance</u>
Taxes				
10-41110 PROPERTY TAX	0.00	0.00	\$ 803,570.00	(803,570.00)
10-41161 MANAGED FOREST LAN	11.00	11.00	350.00	(339.00)
	<u>11.00</u>	<u>11.00</u>	<u>803,920.00</u>	<u>(803,909.00)</u>

Intergovernmental

10-43216 KMFD - REIMBURSE UTIL	6,768.82	6,768.82	10,000.00	(3,231.18)
10-43410 STATE SHARED REVENUE	0.00	0.00	105,006.00	(105,006.00)
10-43411 EXEMPT COMPUTER AID	0.00	0.00	2,640.00	(2,640.00)
10-43521 POLICE TRAINING AIDS	0.00	0.00	800.00	(800.00)
10-43529 PUBLIC SAFETY AIDS	0.00	0.00	500.00	(500.00)
10-43531 TRANSPORTATION AIDS	0.00	0.00	49,690.00	(49,690.00)
10-43534 LRIP GRANTS	0.00	0.00	30,934.00	(30,934.00)
10-43545 RECYCLING GRANTS	5,403.27	5,403.27	5,400.00	3.27
10-43690 OTHER STATE AIDS	6,546.35	6,546.35	6,546.00	0.35
10-43790 CGDB GRANTS	3,820.42	3,820.42	0.00	3,820.42
10-43791 VIDEO SERVICE PROVID	0.00	0.00	5,466.00	(5,466.00)
	<u>22,538.86</u>	<u>22,538.86</u>	<u>216,982.00</u>	<u>(194,443.14)</u>

Regulation and Compliance

10-44100 LIQUOR/TOBACCO LICE	1,850.00	1,850.00	3,000.00	(1,150.00)
10-44101 CABLE FRANCHISE FEES	14,109.34	14,109.34	27,328.00	(13,218.66)
10-44200 ANIMAL LICENSES	1,354.50	1,354.50	900.00	454.50
10-44201 BARTENDER/OPER. LICE	825.00	825.00	0.00	825.00
10-44300 BUILDING PERMITS	18,565.02	18,565.02	35,000.00	(16,434.98)
10-44303 OTHER PERMITS	8,291.00	8,291.00	0.00	8,291.00
10-44305 UDC STATE SEALS	0.00	0.00	70.00	(70.00)
	<u>44,994.86</u>	<u>44,994.86</u>	<u>66,298.00</u>	<u>(21,303.14)</u>

Charges for Services

10-45100 COURT FINES	17,740.01	17,740.01	15,000.00	2,740.01
10-45101 ASSESSMENT FEES	0.00	0.00	100.00	(100.00)
10-46100 PUBLICATION FEES	233.88	233.88	500.00	(266.12)
10-46101 ENGINEERING FEES REI	0.00	0.00	3,000.00	(3,000.00)
10-46102 LEGAL FEES REIMBURSE	0.00	0.00	3,000.00	(3,000.00)
10-46103 SPEC ASSESSMENT LTRS	700.00	700.00	1,800.00	(1,100.00)
10-46104 PARKING TICKETS	0.00	0.00	600.00	(600.00)
10-46105 BACKGROUND CKS	660.00	660.00	1,500.00	(840.00)
10-46106 PLANNING FEES REIMBU	0.00	0.00	500.00	(500.00)
10-46109 MISC CHARGES FOR SER	987.50	987.50	2,000.00	(1,012.50)
10-46290 PROPERTY CLEANUP	0.00	0.00	500.00	(500.00)
10-46324 HIGHWAY SERVICES	24,823.24	24,823.24	0.00	24,823.24
10-46440 WEED CUTTING	920.00	920.00	0.00	920.00
10-46720 PARK FEES	850.00	850.00	4,000.00	(3,150.00)
10-46750 BASEBALL PROGRAM	760.00	760.00	0.00	760.00
10-47320 HIGHWAY MAINTENANC	0.00	0.00	2,000.00	(2,000.00)
10-47322 SHARED MUNI. COURT C	0.00	0.00	32,500.00	(32,500.00)
	<u>47,674.63</u>	<u>47,674.63</u>	<u>67,000.00</u>	<u>(19,325.37)</u>

Interest

Village of North Prairie
General Fund
Statement of Revenues Compared to Budget
For the Eight Months Ending August 31, 2025
Date Printed: September 9, 2025

10-48110	INTEREST ON INVESTME	12,533.51	12,533.51	45,000.00	(32,466.49)
		12,533.51	12,533.51	45,000.00	(32,466.49)

Village of North Prairie
General Fund
Statement of Revenues Compared to Budget
For the Eight Months Ending August 31, 2025
Date Printed: September 9, 2025

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Variance</u>
<u>Miscellaneous</u>				
10-48200 VILLAGE HALL RENTAL	3,150.00	3,150.00	8,000.00	(4,850.00)
10-48309 SALE OF ASSETS - OTHE	65.20	65.20	0.00	65.20
10-48440 INSURANCE RECOVERIE	262.00	262.00	0.00	262.00
10-48450 INSURANCE DIVIDENDS	664.00	664.00	1,000.00	(336.00)
10-48500 DONATIONS	(2,126.28)	(2,126.28)	5,000.00	(7,126.28)
10-48503 DONATIONS - POLICE	300.00	300.00	0.00	300.00
10-48900 SALE OF WATER	24,200.00	24,200.00	19,000.00	5,200.00
10-48999 BURN PERMITS	90.00	90.00	4,000.00	(3,910.00)
	<u>26,604.92</u>	<u>26,604.92</u>	<u>37,000.00</u>	<u>(10,395.08)</u>

Village of North Prairie
General Fund
Statement of Revenues Compared to Budget
For the Eight Months Ending August 31, 2025
Date Printed: September 9, 2025

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Variance</u>
<u>Other Financing Sources</u>				
10-49100 PROCEED OF LONG-TER	0.00	0.00	245,438.00	(245,438.00)
	0.00	0.00	245,438.00	(245,438.00)
 Total Revenues	 154,357.78	 154,357.78	 \$ 1,481,638.00	 (1,327,280.22)

Village of North Prairie
General Fund - Statement of Expenditures
For the Eight Months Ending August 31, 2025
Date Printed: September 9, 2025

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance</u>
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General Government**Village Board**

10-51100-100 VILLAGE BOARD SALARI	12,933.33	12,933.33	14,800.00	1,866.67
10-51100-130 SOCIAL SECURITY	993.23	993.23	1,132.00	138.77
10-51100-310 LEAGUE MEMBERSHIP	1,619.86	1,619.86	1,327.00	(292.86)
10-51100-321 MEETINGS AND SEMINA	0.00	0.00	1,000.00	1,000.00
	15,546.42	15,546.42	18,259.00	2,712.58

Municipal Justice

10-51200-100 MUNICIPAL JUSTICE SAL	4,500.00	4,500.00	6,000.00	1,500.00
10-51200-120 MUNICIPAL COURT CLERK	8,368.75	8,368.75	10,000.00	1,631.25
10-51200-125 ASSISTANT CLERK	1,727.25	1,727.25	6,000.00	4,272.75
10-51200-126 TEMPORARY HELP	397.08	397.08	2,500.00	2,102.92
10-51200-130 SOCIAL SECURITY	1,116.65	1,116.65	1,874.00	757.35
10-51200-220 UTILITIES RENT & MAIN	378.40	378.40	4,600.00	4,221.60
10-51200-310 SUPPLIES AND EXPENSE	1,130.83	1,130.83	1,000.00	(130.83)
10-51200-322 EDUCATION AND TRAINING	1,433.28	1,433.28	1,000.00	(433.28)
10-51200-326 DUES AND SUBSCRIPTIONS	167.98	167.98	200.00	32.02
10-51200-327 COMPUTER EXPENSES	1,200.00	1,200.00	1,000.00	(200.00)
10-51200-810 NEW EQUIPMENT	0.00	0.00	500.00	500.00
	20,420.22	20,420.22	34,674.00	14,253.78

Legal

10-51300-210 LEGAL COUNSEL	7,438.30	7,438.30	12,000.00	4,561.70
10-51300-211 LEGAL COUNSEL-REIMB	0.00	0.00	3,000.00	3,000.00
10-51300-212 MUNICIPAL COURT	3,473.00	3,473.00	2,800.00	(673.00)
	10,911.30	10,911.30	17,800.00	6,888.70

Clerk/Treasurer

10-51420-100 CLERK/TREASURER SAL	52,500.00	52,500.00	90,000.00	37,500.00
10-51420-110 DEPUTY CLERK	3,560.00	3,560.00	16,500.00	12,940.00
10-51420-111 PART-TIME	367.50	367.50	0.00	(367.50)
10-51420-130 SOCIAL SECURITY	4,398.79	4,398.79	9,035.00	4,636.21
10-51420-131 HEALTH INSURANCE	3,241.50	3,241.50	5,400.00	2,158.50
10-51420-135 RETIREMENT BENEFIT	521.25	521.25	6,210.00	5,688.75
10-51420-137 FTE INSURANCES	104.25	104.25	1,500.00	1,395.75
10-51420-200 DATA PROCESSING	4,577.13	4,577.13	3,500.00	(1,077.13)
10-51420-202 DOJ - BACKGROUND CKS	434.00	434.00	0.00	(434.00)
10-51420-233 OFFICE EQUIPMENT MAINT	2,250.01	2,250.01	2,200.00	(50.01)
10-51420-310 OFFICE SUPPLIES	4,372.83	4,372.83	3,720.00	(652.83)
10-51420-315 WEB SITE DEVELOPMENT	0.00	0.00	2,000.00	2,000.00
10-51420-320 PUBLICATION FEES	786.66	786.66	1,200.00	413.34
10-51420-325 TRAINING	20.00	20.00	1,000.00	980.00
10-51420-328 MILEAGE	1,781.01	1,781.01	0.00	(1,781.01)
	78,914.93	78,914.93	142,265.00	63,350.07

Elections

10-51440-100 POLL WORKERS	2,785.50	2,785.50	1,564.00	(1,221.50)
10-51440-130 SOCIAL SECURITY	49.58	49.58	0.00	(49.58)
10-51440-310 SUPPLIES AND EXPENSE	1,132.69	1,132.69	1,700.00	567.31
	3,967.77	3,967.77	3,264.00	(703.77)

Accounting

10-51510-211 AUDIT	11,975.00	11,975.00	16,500.00	4,525.00
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Village of North Prairie
General Fund - Statement of Expenditures
For the Eight Months Ending August 31, 2025
Date Printed: September 9, 2025

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance</u>
10-51510-212 SPECIAL ACCOUNTING	20,600.71	20,600.71	8,500.00	(12,100.71)
	32,575.71	32,575.71	25,000.00	(7,575.71)

Village of North Prairie
General Fund - Statement of Expenditures
For the Eight Months Ending August 31, 2025
Date Printed: September 9, 2025

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance</u>
Assessor				
10-51530-100 CONTRACTED SERVICES	5,055.03	5,055.03	7,500.00	2,444.97
10-51530-105 MANUFACTURING ASSE	0.00	0.00	700.00	700.00
10-51530-115 BOARD OF REVIEW	87.58	87.58	125.00	37.42
10-51530-130 SOCIAL SECURITY	0.00	0.00	10.00	10.00
	5,142.61	5,142.61	8,335.00	3,192.39
Village Hall				
10-51600-220 NATURAL GAS	1,928.47	1,928.47	2,000.00	71.53
10-51600-221 ELECTRICITY	3,474.52	3,474.52	6,000.00	2,525.48
10-51600-222 TELEPHONE	1,806.22	1,806.22	2,000.00	193.78
10-51600-223 WATER	116.50	116.50	350.00	233.50
10-51600-233 REPAIRS & MAINTENAN	1,405.27	1,405.27	8,500.00	7,094.73
10-51600-234 BLDGS. & GROUNDS MAI	658.64	658.64	0.00	(658.64)
10-51600-239 MISCELLANEOUS	164.30	164.30	0.00	(164.30)
10-51600-310 SUPPLIES AND EXPENSE	5,943.73	5,943.73	2,200.00	(3,743.73)
	15,497.65	15,497.65	21,050.00	5,552.35
Insurance				
10-51930-510 INSURANCE	32,104.00	32,104.00	34,000.00	1,896.00
	32,104.00	32,104.00	34,000.00	1,896.00
Other General Government				
10-51980-340 HARVEST FEST FIREWOR	5,000.00	5,000.00	5,000.00	0.00
10-51980-349 SUNDRY EXPENSES	0.00	0.00	2,000.00	2,000.00
10-51980-399 CONTINGENCY-COMPUT	125.00	125.00	0.00	(125.00)
	5,125.00	5,125.00	7,000.00	1,875.00

Village of North Prairie
General Fund - Statement of Expenditures
For the Eight Months Ending August 31, 2025
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	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance</u>
Total General Government				
	220,205.61	220,205.61	311,647.00	91,441.39
<u>Public Safety</u>				
Police				
10-52100-100 SALARIES	66,117.61	66,117.61	143,251.00	77,133.39
10-52100-110 CLERICAL WAGES	26,007.25	26,007.25	42,120.00	16,112.75
10-52100-130 SOCIAL SECURITY	6,441.89	6,441.89	14,181.00	7,739.11
10-52100-222 TELEPHONE	1,790.16	1,790.16	3,050.00	1,259.84
10-52100-231 SQUAD REPAIRS AND M	405.79	405.79	1,500.00	1,094.21
10-52100-310 OFFICE SUPPLIES - ADMI	2,322.65	2,322.65	1,620.00	(702.65)
10-52100-322 TRAINING	1,043.66	1,043.66	1,600.00	556.34
10-52100-323 CERTIFICATION	0.00	0.00	82.00	82.00
10-52100-324 PUBLIC RELATIONS	0.00	0.00	250.00	250.00
10-52100-325 RANGE QUALIFICATIONS	458.11	458.11	800.00	341.89
10-52100-326 DUES AND SUBSCRIPTIO	655.00	655.00	775.00	120.00
10-52100-340 SUPPLIES & EXPENSE - P	2,293.15	2,293.15	4,302.00	2,008.85
10-52100-341 UNIFORMS	0.00	0.00	1,500.00	1,500.00
10-52100-342 RADIO	5,046.39	5,046.39	4,526.00	(520.39)
10-52100-343 GASOLINE	1,285.53	1,285.53	4,000.00	2,714.47
10-52100-349 MISCELLANEOUS	151.85	151.85	1,700.00	1,548.15
10-52100-810 NEW EQUIPMENT	3,409.44	3,409.44	2,841.00	(568.44)
	117,428.48	117,428.48	228,098.00	110,669.52
Fire and Rescue				
10-52200-130 SOCIAL SECURITY	130.82	130.82	0.00	(130.82)
10-52200-220 UTILITIES	7,840.87	7,840.87	0.00	(7,840.87)
10-52200-234 BUILDING & GROUNDS	2,473.55	2,473.55	0.00	(2,473.55)
10-52200-299 CONTRACTED SERVICES	215,736.00	215,736.00	287,648.00	71,912.00
10-52200-300 FIRE DUES - 2%	16,223.43	16,223.43	0.00	(16,223.43)
	242,404.67	242,404.67	287,648.00	45,243.33
Inspection				
10-52400-120 INSPECTION FEES	12,151.47	12,151.47	26,810.00	14,658.53
10-52400-340 SUPPLIES AND EXPENSE	56.24	56.24	0.00	(56.24)
	12,207.71	12,207.71	26,810.00	14,602.29
Total Public Safety				
	372,040.86	372,040.86	542,556.00	170,515.14
<u>Highway and Transportation</u>				
Operations and Maintenance				
10-53311-100 FULL-TIME	21,302.75	21,302.75	37,167.00	15,864.25
10-53311-110 PART-TIME	3,794.50	3,794.50	4,000.00	205.50
10-53311-130 SOCIAL SECURITY	4,236.59	4,236.59	3,517.00	(719.59)
10-53311-131 HEALTH INSURANCE	2,645.76	2,645.76	2,230.00	(415.76)
10-53311-135 RETIREMENT BENEFIT	1,150.32	1,150.32	2,583.00	1,432.68
10-53311-137 FTE INSURANCES	170.25	170.25	800.00	629.75
10-53311-343 FUEL	1,973.64	1,973.64	3,000.00	1,026.36
10-53311-344 VEHICLE MAINTENANCE	2,293.05	2,293.05	6,000.00	3,706.95
10-53311-349 SUPPLIES AND EXPENSE	1,956.37	1,956.37	4,000.00	2,043.63
10-53311-370 ROAD REPAIRS AND MAI	50.00	50.00	2,500.00	2,450.00
10-53311-371 ROAD SIGNS AND MARKI	584.94	584.94	600.00	15.06
10-53311-372 SNOW AND ICE CONTRO	7,838.28	7,838.28	19,160.00	11,321.72
10-53311-810 NEW EQUIPMENT	1,589.80	1,589.80	0.00	(1,589.80)

Village of North Prairie
 General Fund - Statement of Expenditures
 For the Eight Months Ending August 31, 2025
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	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance</u>
10-53420-221 STREET LIGHTING	8,287.30	8,287.30	13,000.00	4,712.70
	57,873.55	57,873.55	98,557.00	40,683.45
	0.00	0.00	0.00	0.00
<u>Sanitation and Social Services</u>				
<u>Refuse Disposal</u>				
10-53620-290 REFUSE DISPOSAL	75,775.44	75,775.44	116,813.00	41,037.56
	75,775.44	75,775.44	116,813.00	41,037.56

Village of North Prairie
General Fund - Statement of Expenditures
For the Eight Months Ending August 31, 2025
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	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance</u>
Recycling				
10-53635-290 RECYCLING GRANT EXP	32,357.13	32,357.13	49,816.00	17,458.87
10-53635-291 RECYCLING - ADVERTISI	0.00	0.00	450.00	450.00
	32,357.13	32,357.13	50,266.00	17,908.87
Weed Control				
	0.00	0.00	0.00	0.00
Water System Maintenance				
10-52250-237 PUMP HOUSE	668.97	668.97	1,200.00	531.03
	668.97	668.97	1,200.00	531.03
Animal Control				
10-54100-290 ANIMAL IMPOUNDING F	1,022.09	1,022.09	578.00	(444.09)
	1,022.09	1,022.09	578.00	(444.09)
Civic Pride				
10-56700-290 CIVIC PRIDE	116.08	116.08	75.00	(41.08)
	116.08	116.08	75.00	(41.08)
Service to Aging				
	0.00	0.00	0.00	0.00
Total Sanitation & Social Services				
	167,813.26	167,813.26	267,489.00	99,675.74
<u>Parks and Recreation</u>				
Parks				
10-55200-100 FULL-TIME	22,386.17	22,386.17	37,167.00	14,780.83
10-55200-110 PART-TIME	10,788.25	10,788.25	16,000.00	5,211.75
10-55200-130 SOCIAL SECURITY	1,482.63	1,482.63	4,435.00	2,952.37
10-55200-131 HEALTH INSURANCE	2,645.74	2,645.74	2,230.00	(415.74)
10-55200-135 RETIREMENT BENEFIT	1,150.32	1,150.32	2,583.00	1,432.68
10-55200-220 UTILITIES	2,644.74	2,644.74	3,300.00	655.26
10-55200-232 EQUIPMENT MAINTENANCE	8,173.37	8,173.37	4,000.00	(4,173.37)
10-55200-234 BLDG AND GROUNDS M	9,302.47	9,302.47	26,986.00	17,683.53
10-55200-340 SUPPLIES AND EXPENSE	1,805.77	1,805.77	2,730.00	924.23
10-55200-343 GASOLINE	433.69	433.69	2,000.00	1,566.31
10-55200-349 MISCELLANEOUS	49.00	49.00	0.00	(49.00)
10-55200-810 NEW EQUIPMENT	125.00	125.00	0.00	(125.00)
	60,987.15	60,987.15	101,431.00	40,443.85
Recreation				
10-55300-349 MISCELLANEOUS	6.00	6.00	0.00	(6.00)
	6.00	6.00	0.00	(6.00)
Total Parks & Recreation				
	60,993.15	60,993.15	101,431.00	40,437.85
Conservation and Development				

Village of North Prairie
General Fund - Statement of Expenditures
For the Eight Months Ending August 31, 2025
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	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance</u>
10-56300-100 SALARIES	1,075.00	1,075.00	1,000.00	(75.00)
10-56300-130 SOCIAL SECURITY	0.00	0.00	77.00	77.00
10-56900-213 ENGINEERING FEES	515.00	515.00	2,000.00	1,485.00
10-56900-214 ENGINEERING FEES-REI	1,440.00	1,440.00	3,000.00	1,560.00
10-56900-215 NR 216 COMPLIANCE	4,395.50	4,395.50	6,000.00	1,604.50
10-56900-216 PLANNER FEES	0.00	0.00	500.00	500.00
10-56900-217 PLANNER FEES-REIMBU	0.00	0.00	500.00	500.00
	7,425.50	7,425.50	13,077.00	5,651.50
 Unclassified				
	0.00	0.00	0.00	0.00
 <u>Capital Outlays</u>				
10-53311-820 CAPITAL OUTLAY-HIGH	216,424.61	216,424.61	245,438.00	29,013.39
	216,424.61	216,424.61	245,438.00	29,013.39
 Total Expenses	 <u><u>1,044,902.99</u></u>	 <u><u>1,044,902.99</u></u>	 <u><u>1,481,638.00</u></u>	 <u><u>436,735.01</u></u>

Document Number

Developer's Agreement
The Glen At The Broadlands
Condominium

Recording Area

Name and Return Address
VILLAGE OF NORTH PRAIRIE
VILLAGE CLERK
130 N. HARRISON STREET
NORTH PRAIRIE, WI 53153

See Exhibit A

*Parcel Identification Number
(PIN)*

DRAFTED BY:
ROBERT C. PROCTOR
AXLEY LLP

DEVELOPER
LAND & HOME, LLC
37948 NETTLE WAY COURT
OCONOMOWOC WI 53066

DEVELOPER'S AGREEMENT
FOR
THE GLEN AT THE BROADLANDS CONDOMINIUM

VILLAGE OF NORTH PRAIRIE, WAUKESHA COUNTY, WISCONSIN

THIS DEVELOPER'S AGREEMENT ("AGREEMENT") is made this _____ day of _____, 2025, between Land & Home, LLC, a Wisconsin limited liability company ("DEVELOPER") and the Village of North Prairie in the County of Waukesha, State of Wisconsin ("VILLAGE").

WITNESSETH:

WHEREAS, DEVELOPER is the owner of the land described on **EXHIBIT A** attached hereto and incorporated herein (the "SUBJECT PROPERTY"); and

WHEREAS, DEVELOPER intends to develop the SUBJECT PROPERTY to allow for the construction of sixty (60) residential condominium units (each a "UNIT" and together, the "UNITS") on the SUBJECT PROPERTY (the "PROJECT"), to be known as The Glen at The Broadlands Condominium (the "CONDOMINIUM"); and

WHEREAS, DEVELOPER desires to divide the SUBJECT PROPERTY into the CONDOMINIUM pursuant to the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes and the VILLAGE ordinance regulating land division and development; and

WHEREAS, DEVELOPER intends to install public improvements (the "PUBLIC IMPROVEMENTS") and private improvements (the "PRIVATE IMPROVEMENTS", together with the PUBLIC IMPROVEMENTS, the "IMPROVEMENTS") as described in the plans and specifications dated [____], as may be revised from time to time (collectively, the "PROJECT PLANS") on file in the office of the VILLAGE Clerk; and

WHEREAS, as a condition of approval, VILLAGE requires that DEVELOPER provide financial security acceptable to VILLAGE, to ensure that DEVELOPER will complete the IMPROVEMENTS in accordance with the PROJECT PLANS and this AGREEMENT; and

WHEREAS, DEVELOPER may be required to grant easements to the VILLAGE over portions of the SUBJECT PROPERTY for water and other utility services as applicable; and

WHEREAS, DEVELOPER has all necessary property rights to install the IMPROVEMENTS on the SUBJECT PROPERTY; and

WHEREAS, DEVELOPER and VILLAGE desire to enter into this AGREEMENT to ensure that DEVELOPER will make and install the IMPROVEMENTS, that the IMPROVEMENTS are constructed to municipal specifications, all applicable government regulations and this AGREEMENT and as required by VILLAGE or VILLAGE Engineer, and that DEVELOPER shall dedicate the PUBLIC IMPROVEMENTS to VILLAGE, all without cost to VILLAGE; and

WHEREAS, DEVELOPER agrees to develop the SUBJECT PROPERTY in accordance with this AGREEMENT, conditions approved by the VILLAGE Plan Commission, VILLAGE Board, VILLAGE staff, VILLAGE contracted staff written recommendations, federal, state and county government, all VILLAGE ordinances, and all laws and authorized regulations governing said development; and

WHEREAS, the VILLAGE Plan Commission and VILLAGE Board have approved the PROJECT, which approvals are conditioned, in part, upon DEVELOPER and VILLAGE entering into a developer's agreement, as well as other conditions as approved by the VILLAGE.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, DEVELOPER hereby agrees to develop the SUBJECT PROPERTY as follows and as otherwise regulated by VILLAGE ordinances and all laws and regulations governing said PROJECT, and the parties hereto agree as follows:

DEVELOPER'S COVENANTS

SECTION I: REQUIREMENTS PRIOR TO COMMENCING CONSTRUCTION: DEVELOPER shall, entirely at its sole expense, do the following prior to commencing construction of the IMPROVEMENTS or site development:

- A. Cause this AGREEMENT to be recorded in the Office of the Register of Deeds and provide VILLAGE with evidence of recording;
- B. Deliver to VILLAGE, the FINANCIAL GUARANTEE as required in Section XI; and
- C. Apply, pay for, and be granted all necessary permits for the construction of the IMPROVEMENTS.

SECTION II: IMPROVEMENTS: Subsection A describes, but is not limited to, the PUBLIC IMPROVEMENTS that are essential to the PROJECT. Subsections B, C, D, E and F describe, but are not limited to, the PRIVATE IMPROVEMENTS that are essential to the PROJECT. In the event of any discrepancy between this provision and the PROJECT PLANS, the PROJECT PLANS shall govern.

A. **WATER FACILITIES:** DEVELOPER hereby agrees that:

- i. DEVELOPER shall, at its sole cost and expense, design, construct, and install all water mains, hydrants, valves, service laterals, and related appurtenances (collectively, the "WATER FACILITIES") necessary to provide water service to each UNIT in accordance with the PROJECT PLANS and in compliance with all applicable VILLAGE, Prairie Village Water Trust ("PVWT"), county, state and federal codes, standards, and specifications. The WATER FACILITIES shall be installed within the private drive to be known as [_____] ("PRIVATE ROAD") and the hydrants shall be installed in the locations as shown on the PROJECT PLANS.

All WATER FACILITIES are subject to inspection and approval by the VILLAGE Engineer and the PVWT.

- ii. Building permits for Buildings 1 through 15 as depicted on the plat of the CONDOMINIUM shall be released, and may be reviewed and acted upon per applicable building code requirements, upon substantial completion of the WATER FACILITIES and the installation of the binder course for the PRIVATE ROAD, but prior to completion of gas and electric utility installation.

Building permits for Buildings 16, 17 and 18 as depicted on the plat of the CONDOMINIUM shall be released, and may be reviewed and acted upon per applicable building code requirements upon execution by the Village of this AGREEMENT.

B. SURFACE AND STORMWATER DRAINAGE: DEVELOPER hereby agrees that:

- i. Prior to the start of construction of the IMPROVEMENTS, DEVELOPER shall provide to VILLAGE written certification from the DEVELOPER's Engineer or Surveyor that all surface and stormwater drainage facilities and erosion control plans are in conformance with all federal, state, county, and VILLAGE regulations, guidelines, specifications, laws, and ordinances, and written proof that VILLAGE Engineer, Waukesha County and the Wisconsin Department of Natural Resources ("WDNR"), if applicable, have reviewed and approved said PROJECT PLANS.
- ii. DEVELOPER shall construct, furnish, provide, and install, without cost to the VILLAGE, adequate facilities for surface and stormwater drainage throughout the PROJECT with adequate capacity to transmit the anticipated flow from the PROJECT and adjacent property, in accordance with the PROJECT PLANS, and all applicable federal, state, county, and VILLAGE regulations, guidelines, specifications, laws, and ordinances, and as reviewed and approved by the Engineer of Waukesha County if applicable, including where necessary as determined by the VILLAGE Engineer, storm sewers, catch basins, and infiltration/retention/detention basins.
- iii. VILLAGE will not approve the surface and stormwater work until the entire system is installed and landscaped in accordance with PROJECT PLANS and to the satisfaction of the VILLAGE Engineer.
- iv. VILLAGE retains the right to require DEVELOPER to install additional surface and stormwater drainage measures if the VILLAGE Engineer determines that the original surface and stormwater drainage plan, as designed and/or constructed, does not provide reasonable stormwater drainage within the PROJECT and surrounding area.
- v. DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed before any building or occupancy permits are issued for Buildings 1 through 15 as depicted on the plat of the CONDOMINIUM.

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

- i. Prior to commencing site grading and excavation, DEVELOPER shall provide to VILLAGE written certification from DEVELOPER's Engineer or Surveyor that the PROJECT PLANS, once implemented, shall meet all federal, state, county, and VILLAGE regulations, guidelines, specifications, laws, and ordinances, including proof of notification of land disturbances to WDNR, if applicable, and written proof that the VILLAGE Engineer and Waukesha County if applicable, have approved the PROJECT PLANS.
- ii. DEVELOPER shall construct, grade, furnish, provide, and install, without cost to the VILLAGE, all grading, excavation, open cuts, side slopes, and other land surface disturbances to be so seeded and mulched, sodded, or otherwise protected that erosion, siltation, sedimentation, and washing are prevented in accordance with the PROJECT PLANS.
- iii. All disturbed areas shall be restored to the satisfaction of the VILLAGE within seven (7) days of disturbance. Any FINANCIAL GUARANTEE posted with the

VILLAGE will not be released until the VILLAGE is satisfied that no further erosion measures are required.

- iv. If any erosion control facilities (including but not limited to bails, silt fences, and berms) are washed out or otherwise rendered ineffective as determined by the VILLAGE Engineer, then DEVELOPER shall replace said facilities within forty-eight (48) hours of being so notified in writing by the VILLAGE. If DEVELOPER fails to reinstall said facilities within forty-eight (48) hours of being so notified by the VILLAGE, VILLAGE may (but is not required to) reinstall said facilities and charge all costs incurred by VILLAGE in reinstalling said facilities to the DEVELOPER. The VILLAGE may collect this amount from the FINANCIAL GUARANTEE.
- v. Topsoil or grading soils are not permitted to remain on the site longer than (4) four years from issuance of the first building permit.

D. STREET SIGNS AND TRAFFIC CONTROL SIGNS: DEVELOPER hereby agrees that:

- i. Street signs, traffic control signs, culverts, posts, any other signs and guard rails as required by VILLAGE shall be obtained and placed by VILLAGE or by DEVELOPER with approval of VILLAGE, and the cost thereof shall be paid by DEVELOPER.
- ii. All traffic control signs and signs, as required by VILLAGE, will be installed within ten (10) business days of the placement of the first lifts of asphalt.

E. ADDITIONAL IMPROVEMENTS: DEVELOPER hereby agrees that if, at any time after the PROJECT PLANS are approved, the VILLAGE Engineer determines that modifications to the PROJECT PLANS, additional improvements, including, but not limited to, additional drainage ways, erosion control measures and surface and stormwater management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the PROJECT PLANS ("ADDITIONAL IMPROVEMENT"), VILLAGE is authorized to require that DEVELOPER, at DEVELOPER's sole expense, implement the same. If DEVELOPER fails to construct the ADDITIONAL IMPROVEMENTS within the timeframe set by VILLAGE, then VILLAGE may cause such work to be carried out and shall charge against the FINANCIAL GUARANTEE held by VILLAGE pursuant to this AGREEMENT.

F. PRIVATE IMPROVEMENTS:

- i. Buildings 1 through 15 of the CONDOMINIUM will have access to and from Augusta Way via the PRIVATE ROAD, with the PRIVATE ROAD providing access to and from each UNIT in said buildings. DEVELOPER is required to construct the PRIVATE ROAD to sufficient standards and quality to allow for long term access for emergency services vehicles, as determined by the VILLAGE Engineer. DEVELOPER shall record a deed restriction, a form approved by the VILLAGE Attorney, against the SUBJECT PROPERTY, either within the declaration of the CONDOMINIUM or separately, to require the SUBJECT PROPERTY owners to properly maintain the PRIVATE ROAD at all times.
- ii. The DEVELOPER shall install all utilities necessary to serve the SUBJECT PROPERTY, including, but not limited to, gas and electricity.

This paragraph is not applicable to the WATER FACILITIES.

SECTION III: TIME OF COMPLETION OF IMPROVEMENTS: The IMPROVEMENTS shall be completed by DEVELOPER no later than November 15, 2026 (the "COMPLETION DATE"). In every case, regardless of circumstances, all work contemplated by this AGREEMENT must be completed by the COMPLETION DATE, unless the COMPLETION DATE is extended in writing by the VILLAGE Board.

SECTION IV: FINAL ACCEPTANCE: "FINAL ACCEPTANCE" as used herein, shall be the acceptance by the VILLAGE of the PUBLIC IMPROVEMENTS and shall be granted specifically by resolution of the VILLAGE Board (the "RESOLUTION").

SECTION V: DEDICATION OF THE PUBLIC IMPROVEMENTS: Subject to all of the provisions of this AGREEMENT, DEVELOPER shall, without charge to VILLAGE, unconditionally give, grant, convey, and fully dedicate the PUBLIC IMPROVEMENTS to VILLAGE, their successors and assigns, forever, free and clear of all encumbrances, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances, and hereditaments which may in any way be a part of or pertaining to the PUBLIC IMPROVEMENTS and together with any and all necessary easements for access thereto. After such dedication, VILLAGE shall have the right to connect or integrate other improvements as the VILLAGE decides, with no payment or award to, or consent required of, DEVELOPER. VILLAGE shall have no obligation to accept any PUBLIC IMPROVEMENTS not constructed to VILLAGE's specifications.

Dedication shall not constitute acceptance of the PUBLIC IMPROVEMENTS by VILLAGE. The PUBLIC IMPROVEMENTS will be accepted by the VILLAGE Board by the RESOLUTION at such time as the PUBLIC IMPROVEMENTS are acceptable to the VILLAGE, which shall be determined by VILLAGE in its sole discretion. The RESOLUTION shall be recorded with the Waukesha County Register of Deeds, at DEVELOPER'S sole expense. The DEVELOPER will furnish proof to the VILLAGE, prior to the dedication required, that the PUBLIC IMPROVEMENTS are free of all liens, claims, and encumbrances, including mortgages.

Upon FINAL ACCEPTANCE by the VILLAGE Board of the PUBLIC IMPROVEMENTS pursuant to the RESOLUTION, Developer shall convey ownership of the PUBLIC IMPROVEMENTS to VILLAGE, free and clear of all liens and encumbrances, and shall provide such documentation, including, but not limited to, as-built plans and a bill of sale, as the VILLAGE Board may require.

SECTION VI: ACCEPTANCE OF WORK AND DEDICATION: When DEVELOPER has completed the IMPROVEMENTS to the satisfaction of VILLAGE, in its sole discretion and has dedicated the PUBLIC IMPROVEMENTS to the VILLAGE as set forth herein, the PUBLIC IMPROVEMENTS shall be accepted by the VILLAGE Board if the PUBLIC IMPROVEMENTS have been completed as required by this AGREEMENT and as required by all federal, state, county, PVWT or VILLAGE guidelines, specifications, regulations, laws, and ordinances and approved by the VILLAGE Engineer and PVWT.

SECTION VII: APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER: DEVELOPER is ultimately responsible for the proper design and installation of the IMPROVEMENTS. The fact that the VILLAGE, their engineers, their attorneys, or any other VILLAGE department or staff may approve a portion of the PROJECT shall not constitute a waiver or relieve the DEVELOPER from the ultimate responsibility for completion of the IMPROVEMENTS.

SECTION VIII: GUARANTEES OF IMPROVEMENTS:

- A. GUARANTEES: The DEVELOPER shall guarantee for one year commencing on the date the VILLAGE Board adopts the RESOLUTION, the PUBLIC IMPROVEMENTS against defects due to faulty materials or workmanship ("GUARANTEE PERIOD"), provided that such defects appear within the POST-SUBSTANTIAL SECURITY period described in this section.

Once the IMPROVEMENTS are substantially complete and the SUBSTANTIAL SECURITY (as defined in Section XI) is released, DEVELOPER shall provide a letter of credit in a form approved by the VILLAGE Attorney and in an amount equal to the total cost to complete any uncompleted IMPROVEMENTS plus ten percent (10%) of the total cost of the completed IMPROVEMENTS (the "POST-SUBSTANTIAL SECURITY"). The POST-SUBSTANTIAL SECURITY shall continue for one year after the WATER FACILITIES are accepted by the VILLAGE by the RESOLUTION and each UNIT is connected to the WATER FACILITIES. If DEVELOPER fails to pay for any damages or defects to the WATER FACILITIES, and the VILLAGE is required to draw against the POST-SUBSTANTIAL SECURITY, DEVELOPER is required to replenish said monies up to the aggregate amount of the total cost to complete any uncompleted PUBLIC IMPROVEMENTS plus ten percent (10%) of the total cost of the completed PUBLIC IMPROVEMENTS.

Expiration of the POST-SUBSTANTIAL SECURITY period shall not reduce or impact upon the GUARANTEE PERIOD hereby provided. Following the expiration of the POST-SUBSTANTIAL SECURITY, DEVELOPER and DEVELOPER's successors and assigns shall be solely responsible to correct all defective conditions, whether they were known or unknown when the POST-SUBSTANTIAL SECURITY remained in effect.

DEVELOPER shall give written notice to VILLAGE when it believes the POST-SUBSTANTIAL SECURITY may be released by VILLAGE, no fewer than two months prior to the date of such expected release. Upon receipt of such notice, in addition to such other remedies as VILLAGE may have with or without such notice, VILLAGE may draw any remaining funds from the POST-SUBSTANTIAL SECURITY as VILLAGE deems necessary to complete or to correct any work that is not satisfactorily completed at that time. Failure of DEVELOPER to provide the notice required by this paragraph shall constitute agreement by DEVELOPER to extend the term of the POST-SUBSTANTIAL SECURITY duration indefinitely, to a date that is two (2) months beyond the date that DEVELOPER eventually provides such written notice.

- B. OBLIGATION TO REPAIR: DEVELOPER shall make or cause to be made, at its sole expense, any and all repairs which may become necessary under and by virtue of any guarantee of DEVELOPER and shall leave the IMPROVEMENTS at the expiration of the GUARANTEE PERIOD, in good and sound condition, satisfactory to the VILLAGE, which shall exercise reasonable discretion.
- C. NOTICE OF REPAIR: If during the GUARANTEE PERIOD, the IMPROVEMENTS shall, in the reasonable opinion of the VILLAGE Engineer, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, DEVELOPER shall, upon notification by VILLAGE of the necessity for such repair or

replacement, make such repair or replacement, at its sole cost and expense. Should DEVELOPER fail to make such repair or replacement within the time specified by VILLAGE in the aforementioned notification, after notice has been sent as provided herein, VILLAGE may cause such work to be done, but has no obligation to do so, either by contract or otherwise. The VILLAGE Board may draw upon the POST-SUBSTANTIAL SECURITY to pay any costs or expenses incurred in connection with such repairs or replacements, if it is available. Should the costs or expenses incurred by VILLAGE in repairing or replacing any portion of the IMPROVEMENTS pursuant to this section exceed the amount of the POST-SUBSTANTIAL SECURITY, or should the POST-SUBSTANTIAL SECURITY not be available for any reason, then DEVELOPER shall immediately pay to VILLAGE all cost or expense incurred in the correction process. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be imposed against the SUBJECT PROPERTY or any UNIT as a special charge pursuant to Section 66.0627, Wisconsin Statutes, or assessed. Any such charges or assessments may be imposed on the SUBJECT PROPERTY, or any portion thereof then owned by the DEVELOPER, or then owned by any successor or assign of the DEVELOPER including, but not limited to, any UNIT owner.

D. MAINTENANCE:

- i. All PUBLIC IMPROVEMENTS shall be maintained by the DEVELOPER so they conform to the PROJECT PLANS until the time of FINAL ACCEPTANCE. In cases where emergency maintenance is required, the VILLAGE retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER on a time and material basis plus ten percent (10%).
- ii. Street sweeping and dust suppression along adjacent public roads, and as necessary on private roads shall be done by DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe public and private roadways. Should DEVELOPER fail to meet this requirement on adjacent public roads, VILLAGE will cause the work to be done and will bill DEVELOPER on a time and material basis plus ten percent (10%).
- iii. In the event drainage problems arise within the SUBJECT PROPERTY or related activities on the SUBJECT PROPERTY, DEVELOPER shall correct such problems to the satisfaction of VILLAGE. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate, and construction debris from culverts, drainage ditches, and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds, and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the VILLAGE Board is satisfied that DEVELOPER has restored all areas which were disturbed due to this development.

SECTION IX: VILLAGE RESPONSIBILITY FOR PUBLIC IMPROVEMENTS: VILLAGE shall not be responsible to perform repair, or maintenance work unless otherwise approved by the VILLAGE, on the PUBLIC IMPROVEMENTS until FINAL ACCEPTANCE.

SECTION X: RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS: If DEVELOPER proceeds with the installation of the IMPROVEMENTS or other work on the SUBJECT PROPERTY prior to obtaining all required governmental approvals, it proceeds at its own risk. DEVELOPER, prior to commencement of the installation of the IMPROVEMENTS or

other work on the SUBJECT PROPERTY, shall notify VILLAGE of DEVELOPER's intention to proceed with the installation of the IMPROVEMENTS or other work on the SUBJECT PROPERTY. Additionally, DEVELOPER shall make arrangements to have the IMPROVEMENTS and/or other work on site inspected by the VILLAGE Engineer.

SECTION XI: FINANCIAL GUARANTEE: Prior to the execution of this AGREEMENT by VILLAGE, DEVELOPER shall file with VILLAGE security in the form of a letter of credit, which lists the VILLAGE as the beneficiary and is in an amount that is not less than one-hundred and twenty percent (120%) of the estimated total cost to complete the IMPROVEMENTS, as a guarantee that DEVELOPER will perform all terms of this AGREEMENT and make and install the IMPROVEMENTS no than the COMPLETION DATE (the "SUBSTANTIAL SECURITY"), in a form approved by VILLAGE and/or VILLAGE Attorney.

If at any time:

- A. DEVELOPER is in default of any aspect of this AGREEMENT; or
- B. DEVELOPER does not complete the installation of the IMPROVEMENTS by the COMPLETION DATE; or
- C. The SUBSTANTIAL SECURITY or POST-SUBSTANTIAL SECURITY (as that term is defined in Section (VIII)(A)) on file with the VILLAGE is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed, or replaced; or
- D. DEVELOPER fails to maintain the SUBSTANTIAL SECURITY or POST-SUBSTANTIAL SECURITY in an amount approved by VILLAGE, and in a form approved by the VILLAGE and/or VILLAGE Attorney.

Then, DEVELOPER shall be deemed in violation of this AGREEMENT and the VILLAGE Board shall have the authority to draw upon the SUBSTANTIAL SECURITY OR POST-SUBSTANTIAL SECURITY.

The amount of the SUBSTANTIAL SECURITY or POST-SUBSTANTIAL SECURITY may be reduced from time to time as and to the extent that the portion of the IMPROVEMENTS required under this AGREEMENT is completed and paid for, provided that the amount remaining on the SUBSTANTIAL SECURITY or POST-SUBSTANTIAL SECURITY is sufficient to secure payment for any IMPROVEMENTS yet to be completed and also provided that no reduction in the amount of the SUBSTANTIAL SECURITY or POST-SUBSTANTIAL SECURITY shall occur until it is approved in writing by the VILLAGE Board.

The SUBSTANTIAL SECURITY may be replaced with the POST-SUBSTANTIAL SECURITY upon substantial completion of the IMPROVEMENTS and upon DEVELOPER providing a written request to the VILLAGE Board and upon written approval of the VILLAGE Board. The SUBSTANTIAL SECURITY is not reduced or terminated by the fact of substantial completion alone but may be reduced or terminated upon request and approval as described above.

DEVELOPER'S lending institution that is providing the SUBSTANTIAL SECURITY or POST-SUBSTANTIAL SECURITY shall pay to VILLAGE all sums available for payment under the SUBSTANTIAL SECURITY or POST-SUBSTANTIAL SECURITY upon demand, subject to the terms and conditions thereof. If DEVELOPER'S lending institution fails to make any payment to the VILLAGE upon demand, then VILLAGE shall be empowered, in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said

completion costs, upon each and every UNIT in the CONDOMINIUM and/or the SUBJECT PROJECT payable with the next succeeding tax roll.

SECTION XII: BUILDING AND OCCUPANCY PERMITS: It is expressly understood and agreed that building and occupancy permits shall only be issued for any UNITS, if the DEVELOPER and/or UNIT owners meet the requirements of the Uniform Dwelling Code for occupancy permits.

SECTION XIII: VILLAGE Engineer shall determine that the following requirements, which are deemed to be related to public safety, are met by DEVELOPER prior to the expiration of the SUBSTANTIAL SECURITY:

- A. Substantial completion of the IMPROVEMENTS.
- B. The site grading and construction of surface and stormwater drainage facilities required to serve the PROJECT are completed, and are connected with an operating system as required herein.
- C. All landscaping and removal of unwanted items has been certified as complete by the VILLAGE Engineer.
- D. All required site grading plans have been submitted to, reviewed by, and approved by the VILLAGE Engineer.
- E. DEVELOPER has paid in full all permit fees and reimbursement of costs as required by this AGREEMENT.
- F. All destroyed trees, brush, tree trunks, shrubs, and other natural growth and all rubbish are removed from the SUBJECT PROPERTY and disposed of lawfully.
- G. All required PROJECT PLANS for the SUBJECT PROPERTY have been submitted and approved by the VILLAGE Engineer.
- H. All public and private utilities have been installed in the SUBJECT PROPERTY, including, but not limited to, street lighting, the sanitary sewer system, and the WATER FACILITIES.
- I. DEVELOPER is not in default of any aspect of this AGREEMENT.
- J. There is no default of any aspect of this AGREEMENT as determined by VILLAGE.
- K. DEVELOPER has prepared appropriate deed restrictions which are approved by the VILLAGE Board, filed with the VILLAGE and recorded with the Waukesha County Register of Deeds.
- L. DEVELOPER has delineated the wetlands that are on or adjacent to the SUBJECT PROPERTY by means of cedar posts, as approved by the VILLAGE Board prior to the issuance of building and occupancy permits.

SECTION XIV: RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS: This AGREEMENT is necessary to ensure public safety. No permit to commence construction of a foundation or any other non-combustible structure shall be granted before substantial completion of all IMPROVEMENTS unless the VILLAGE determines that all IMPROVEMENTS related to

public safety for such structures are complete. Any violation by DEVELOPER of the terms of this AGREEMENT concerning completion of IMPROVEMENTS, or timing of completion, or lack of completion regardless of violation, exposes the VILLAGE to safety risks associated with construction sites and, therefore, is related to public safety. This paragraph does not prevent the issuance of building permits for buildings 16, 17 and 18, as such buildings have the ability to hook up to the existing water mains located in Augusta Way and the UNITS in said buildings have access via Augusta Way.

SECTION XV: MISCELLANEOUS REQUIREMENTS: DEVELOPER shall:

- A. **WATER EASEMENT:** Prior to FINAL ACCEPTANCE, provide an easement in a form approved by the VILLAGE Attorney, which grants VILLAGE ample rights for the WATER FACILITIES to exist within the SUBJECT PROPERTY, and to allow the VILLAGE and its designees to access, inspect, repair, and reconstruct the WATER FACILITIES as necessary.
- B. **STORMWATER AGREEMENT:** Prior to the conveyance of any UNIT, DEVELOPER shall enter a Stormwater Agreement in a form approved by the VILLAGE Attorney and the VILLAGE Engineer to ensure the proper maintenance of all stormwater facilities within the SUBJECT PROPERTY and such Stormwater Agreement shall be recorded against the SUBJECT PROPERTY.
- C. **SEWER SYSTEM AGREEMENT:** Prior to the commencement of construction of the IMPROVEMENTS, DEVELOPER and VILLAGE shall execute a Sewer System Agreement in a form approved by the VILLAGE Attorney, the VILLAGE Engineer and Waukesha County, as required by Waukesha County as it relates to the private sewer systems that will serve the UNITS. DEVELOPER shall be responsible, at its sole cost, for recording said agreement and providing VILLAGE with a recorded copy prior to the commencement of construction of the IMPROVEMENTS.
- D. **OTHER EASEMENTS:** Provide any easements, including vision easements, on the SUBJECT PROPERTY deemed necessary by the VILLAGE Engineer. Such easements shall be along property lines if at all possible.
- E. **MANNER OF PERFORMANCE:** Cause all construction called for by this AGREEMENT to be carried out and performed in a good and workerlike manner.
- F. **SURVEY MONUMENTS:** Properly place and install any lot, block, or other monuments required by State Statute, VILLAGE ordinance, or the VILLAGE Engineer.
- G. **UNDERGROUND UTILITIES:** Install all electrical, telephone, cable, and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.
- H. **PERMITS:** Provide and submit to VILLAGE, valid copies of any and all governmental agency permits.
- I. **NOISE:** Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT PROPERTY is located near existing residences. Construction of the IMPROVEMENTS shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of the IMPROVEMENTS shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

- J. CONSTRUCTION CLEANUP: DEVELOPER shall have sole responsibility for cleaning up debris that has blown due to construction within the SUBJECT PROPERTY. In addition, DEVELOPER shall have the sole responsibility for cleaning up any and all mud, dirt, stone, or debris on any streets until expiration of this AGREEMENT.

Within forty-eight (48) hours after receiving written notice from the VILLAGE of any matter relating to this section, DEVELOPER shall correct said matter. If said matter is not resolved within forty-eight (48) hours of DEVELOPER receiving said notice from Village, VILLAGE will resolve said matter, at the sole expense of DEVELOPER.

- K. ZONING CODE: The DEVELOPER acknowledges that the lands to be developed are subject to VILLAGE's Zoning Code.
- L. CONDOMINIUM DECLARATION AND CONDOMINIUM PLAT. Execute and record a condominium declaration and condominium plat for the CONDOMINIUM in a form approved by the VILLAGE Board and VILLAGE Attorney, and provide proof of recording prior to the conveyance of any UNITS. The condominium declaration and/or condominium plat shall contain language to require the unit owners and/or condominium association within the SUBJECT PROPERTY to maintain all stormwater management facilities, sanitary sewer systems and the PRIVATE DRIVE in accordance with the PROJECT PLANS.
- M. REMOVAL OF TOPSOIL: The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT PROPERTY without approval from the VILLAGE Board.

SECTION XVI: PAYMENT OF COSTS AND EXPENSES: DEVELOPER shall pay and reimburse VILLAGE within thirty (30) days of receipt of any invoice from VILLAGE, all fees, expenses, costs and disbursements which shall be incurred by VILLAGE in connection with the PROJECT or this AGREEMENT, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection, and legal, administrative and fiscal work. Any costs for outside consultants shall be charged at the rate the consultant charges VILLAGE. VILLAGE employee costs shall be based on regular VILLAGE pay rates (or engineering and administrative overtime, if applicable) plus ten percent (10%) on the hourly rate for overhead and fringe benefits for any time actually spent on the project. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the SUBSTANTIAL SECURITY or POST-SUBSTANTIAL SECURITY held by the VILLAGE pursuant to this AGREEMENT or assessed against the SUBJECT PROPERTY or any portion thereof as a special charge pursuant to Section 66.0627, Wisconsin Statutes. Any such charges or assessments may be imposed on the SUBJECT PROPERTY, or any portion thereof then owned by the DEVELOPER, or then owned by any successor, or assign of the DEVELOPER, including, but not limited to an owner of any UNIT.

SECTION XVII: GENERAL INDEMNITY: In addition to, and not to the exclusion or prejudice of, any provisions of this AGREEMENT or documents incorporated herein by reference, DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering, and other expenses relating to the defense of any claim asserted or imposed upon VILLAGE, its officials, officers, agents, employees, independent consultants and independent contractors growing out of this AGREEMENT by any party or parties. All agreements, representations, or warranties made herein shall survive the completion of the IMPROVEMENTS contemplated under this AGREEMENT and the making of the grants hereunder.

SECTION XVIII: VILLAGE REMEDIES ON DEFAULT:

- A. Upon the occurrence of any default under this AGREEMENT, VILLAGE, at its sole option, may pursue any or all of the rights and remedies available to it by law and/or in equity and/or under this AGREEMENT and/or under any of the other agreements contemplated herein. Upon the occurrence of any default, any amounts due to the VILLAGE shall accrue interest at the rate of one and one-half percent (1.5%) per month.
- B. The VILLAGE's use of one remedy does not preclude it from using another remedy. All remedies provided herein shall not be dependent on each other and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

SECTION XIX: INSURANCE: DEVELOPER shall name, as additional insureds on its general liability insurance, the VILLAGE, its officers, agents, employees, and any independent contractors hired by VILLAGE to perform services for the PROJECT and give VILLAGE evidence of the same prior to the commencement of the construction of the IMPROVEMENTS. DEVELOPER, its contractors, suppliers and any other individual working on the SUBJECT PROPERTY shall maintain at all times and until the expiration of the GUARANTEE PERIOD, insurance coverage in the forms and in the amounts as required by VILLAGE.

SECTION XX: EXCULPATION OF VILLAGE CORPORATE AUTHORITIES: The parties mutually agree that the VILLAGE President of the VILLAGE, and/or the VILLAGE Clerk, entered into and are signatory to this AGREEMENT solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XXI: GENERAL CONDITIONS AND REGULATIONS: All provisions of VILLAGE ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this AGREEMENT as fully as if set forth at length herein. This AGREEMENT and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.

SECTION XXII: ZONING: VILLAGE does not guarantee or warrant that the SUBJECT PROPERTY will not at some later date be rezoned, nor does VILLAGE agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this AGREEMENT.

SECTION XXIII: COMPLIANCE WITH CODES AND STATUTES: DEVELOPER shall comply with all current and future applicable codes of the VILLAGE, county, state, or federal government and DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the VILLAGE, county, state, or federal government.

SECTION XXIV: AGREEMENT FOR BENEFIT OF PURCHASERS: DEVELOPER agrees that in addition to VILLAGE's rights granted herein, the provisions of this AGREEMENT shall be for the benefit of the purchaser of any UNIT or any interest in any UNIT or any parcel of land in the SUBJECT PROPERTY.

SECTION XXV: ASSIGNMENT: The DEVELOPER shall not assign this AGREEMENT without the written consent of the VILLAGE Board. Any assignee must agree to all terms and conditions of this document in writing.

SECTION XXVI: PARTIES BOUND: The DEVELOPER or its assignees shall be bound by the terms of this AGREEMENT.

SECTION XXVII: SUCCESSORS AND ASSIGNS: This AGREEMENT is binding upon the DEVELOPER and its successors and assigns, any and all future owners of the SUBJECT PROPERTY or a portion of the SUBJECT PROPERTY and any owner of a UNIT (collectively, "SUCCESSORS"). This section allows for VILLAGE enforcement of the terms and conditions of this AGREEMENT against all SUCCESSORS, as though such SUCCESSORS were the DEVELOPER. This section does not, however, grant any rights to such SUCCESSORS absent VILLAGE written consent, as described in Section XXV.

SECTION XXVIII: INTEGRATION: This AGREEMENT and the other documents incorporated by reference herein embody the entire AGREEMENT and understanding between the parties and supersede all prior agreements and understandings relating to the subject matter hereof.

SECTION XXIX: SALES OF UNITS: No UNITS in Buildings 1-15, as described in the CONDOMINIUM DECLARATION and CONDOMINIUM PLAT may be sold until all IMPROVEMENTS are completed and FINAL ACCEPTANCE has been granted for the PUBLIC IMPROVEMENTS by the VILLAGE Board, unless otherwise expressly approved in writing by the VILLAGE Board.

SECTION XXX: MORTGAGEE CONSENT. DEVELOPER represents there is no mortgage on the SUBJECT PROPERTY. If a mortgage is recorded against the SUBJECT PROPERTY, then DEVELOPER shall disclose it to VILLAGE and obtain a consent to this AGREEMENT from the mortgagee. DEVELOPER shall provide documentation to VILLAGE that there is no mortgage on the SUBJECT PROPERTY.

SECTION XXXI: RECORDING: This AGREEMENT shall be recorded against the SUBJECT PROPERTY and shall run with the land.

SECTION XXXII: ASSURANCE OF VALIDITY: DEVELOPER has (or each entity comprising the DEVELOPER, if more than one) has approved the accepted terms and conditions of this AGREEMENT and has authorized the signatories shown below to execute this AGREEMENT on its behalf under the laws of the State of Wisconsin.

SECTION XXXIII: AMENDMENTS: VILLAGE and DEVELOPER, by mutual consent, may amend this AGREEMENT in writing. If this AGREEMENT is amended, then an amendment to this AGREEMENT shall be drafted by DEVELOPER and provided to VILLAGE for VILLAGE'S approval. Said amendment shall be recorded. Developer shall be responsible, at its sole expense, any and all costs associated with any amendment to this AGREEMENT.

SECTION XXXIV: SEVERABILITY: If any term or provision of this Agreement must be determined to be invalid or unenforceable in any respect by a Court of competent jurisdiction, it must be replaced with a substantially similar provision to the greatest extent possible and the Agreement must remain in full force and effect. If any provision of this Agreement cannot be replaced with a substantially similar provision, and is deemed by a Court of competent jurisdiction to in fact, be inoperative or unenforceable as applied in any particular case, the invalidity of any one or more phrases, sentences, clauses or paragraphs of this Agreement must not affect the remaining portions of this Agreement, or any part thereof.

SECTION XXXV: COUNTERPART SIGNATURES. This Agreement may be executed in two or more counterparts, each of which must be deemed an original, but both of such counterparts together are deemed to be one and the same instrument.

SECTION XXXVI: NOTICE: All notices, requests, demands, and determinations (individually, a "Notice") required under this AGREEMENT (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or more of the

following methods of delivery: personal delivery, Registered or Certified Mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), or email. Notices shall be provided to the appropriate person at the receiving party at the address listed below or to such address as a party may designate by a notice given in compliance with this section. Notice shall have been deemed to have been given (i) upon delivery if hand delivered, or (ii) upon deposit in the United States mail, certified mail, postage prepaid, or deposit with a nationally recognized overnight carrier, or (iii) upon transmission email, and each such notice shall be addressed as follows:

VILLAGE OF NORTH PRAIRIE:

ATTN: CLERK
130 NORTH HARRISON STREET
NORTH PRAIRIE, WI 53153
clerk@northprairiewi.gov

With a copy to:

MUNICIPAL LAW & LITIGATION GROUP, SC
Attn: Eric J. Larson
730 N. Grand Ave.
Waukesha, WI 53186
elarson@ammr.net

DEVELOPER:

LAND & HOME, LLC
37948 NETTLE WAY COURT
OCONOMOWOC WI 53066
sstyza@harmonyrealty.com

With a copy to:

AXLEY BRYNELSON, LLP
Attn: Robert C. Procter
2 East Mifflin Street #200
Madison, WI 53703
rprocter@axley.com

[SIGNATURTES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, DEVELOPER and VILLAGE have caused this AGREEMENT to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

DEVELOPER:

LAND & HOME, LLC

By:_____

Name:_____

Title: Authorized Signatory

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of September, 2025, the above named _____, Authorized Signatory of Land & Home, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name:_____
Commission expires:_____

VILLAGE OF NORTH PRAIRIE
WAUKASHA COUNTY, WISCONSIN

VILLAGE President

Attest:

VILLAGE Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of September, 2025, the above-named Dan Miresse, the Village President, and Evelyn Etten, the Village Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Village President and Village Clerk of the Village of North Prairie and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the Village of North Prairie from their meeting on the 11th day of September, 2025.

NOTARY PUBLIC, STATE OF WI

Print Name:_____

Commission expires:_____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

PARTIALLY DRAFTED BY AND APPROVED AS TO FORM:

Village Attorney

As Revised September 9, 2025

EXHIBIT A

Legal Description of the Subject Property

Lot Two (2) of Certified Survey Map No. 8544, being a part of the Northeast One-quarter (1/4), Southeast One-quarter (1/4), Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Southeast One-quarter (1/4 and the Northeast One-quarter (1/4) and Southeast One-quarter (1/4 of the Southwest One-quarter (1/4) of Section Thirty-one (31), in Township Six (6) North, Range Eighteen (18) East, in the Village of North Prairie, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County on May 27, 1998, in Volume 75 of Certified Survey Maps on Pages 76 to 80 inclusive, as Document No. 2322629.

Tax Key Number: NPV 1563994

*The Glen at
The Broadlands
Condominium*

Condominium Declaration

**CONDOMINIUM DECLARATION FOR
THE GLEN AT THE BROADLANDS CONDOMINIUM**
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**CONDOMINIUM DECLARATION
FOR
THE GLEN AT THE BROADLANDS CONDOMINIUM**

THIS CONDOMINIUM DECLARATION ("Declaration") is made pursuant to The Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (the "Act"), by LAND & HOME, LLC, a Wisconsin limited liability company, ("Declarant").

1. STATEMENT OF DECLARATION.

Declarant, as the sole owner of the Land described in Section 3 hereof, together with all buildings and improvements constructed or to be constructed thereon all easements, rights, and appurtenances thereto (the "Property") hereby submits and subjects the Property to the condominium form of ownership pursuant to the Act and this Declaration, which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and of the Act. All provisions hereof shall be deemed to run with the Property and shall constitute benefits and burdens to the Declarant, its successors and assigns, and all parties here after having any interest in the Property.

2. NAME.

The name of the condominium created by this Declaration shall be **THE GLEN AT THE BROADLANDS CONDOMINIUM** (the, "Condominium").

3. LEGAL DESCRIPTION.

The real property comprising the Property (the "Land") which is hereby submitted and subjected to the provisions of the Act is legally described as set forth on Exhibit A attached hereto and incorporated herein.

4. DEFINITIONS.

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "ASSOCIATION" shall mean and refer to **THE GLEN AT THE BROADLANDS CONDOMINIUM ASSOCIATION, INC.**, a corporation formed under the Wisconsin Non-Stock Corporation Statute, Chapter 181, Wis. Stats, its successors and assigns.

(b) "ARCHITECTURAL CONTROL COMMITTEE" shall mean the Architectural Control Committee established under the Master Declaration.

(c) "MASTER ASSOCIATION" shall mean The Broadlands Community Association, Inc.

(d) **"MASTER DECLARATION"** shall mean the Declaration Covenants, Conditions and Restrictions of The Broadlands recorded in the Register's Office of Waukesha County, as Document No. 2371759, as the same may be amended from time to time.

(e) "[] **CIRCLE**" shall mean the private drive which is part of the Common Elements as depicted on Exhibit D.

(f) **"OWNER"** shall mean and refer to the Person who holds legal title to a Unit, or the holder of an equitable interest as a land contract vendee but excluding any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

(g) **"UNIT"** shall mean that part of the Condominium designed and intended for the exclusive use by an Owner, as further defined herein.

(h) **"UNIT NUMBER"** shall mean the number identifying a Unit.

(i) **"COMMON ELEMENTS"** shall mean all portions of the Condominium other than Units.

(j) **"LIMITED COMMON ELEMENTS"** shall mean those Common Elements identified in this Declaration or on the Condominium Plat attached hereto as Exhibit D as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(k) **"DECLARANT"** shall mean and refer to LAND & HOME, LLC, a Wisconsin limited liability company and its successors and assigns.

(l) **"MORTGAGE"** shall mean any recorded mortgage, land contract or other security instrument by which a Unit or any part thereof is encumbered.

(m) **"MORTGAGEE"** shall mean the holder of any Mortgage or any land contract vendor.

(n) **"MAJORITY"** shall mean the Condominium Unit Owners with more than [fifty percent (50%)] of the votes assigned to the Units in this Declaration inclusive of expansion land as and when added.

(o) **"PERSON"** shall mean an individual, corporation, partnership, association, trust, limited liability company or other legal entity.

(p) **"BUILDING"** shall mean any freestanding structure constructed or to be constructed upon the Property containing Units.

(q) **"EXPANSION LAND"** means the real property together with all buildings and improvements constructed or to be constructed thereon and all easements, rights, and appurtenances thereto, described on EXHIBIT B, which may be added in whole or in part at any time within ten (10) years of the date of recording of this Declaration of Condominium in accordance with the provisions of this Declaration and the Act.

(r) **"BY-LAWS"** means the by-laws of the Association.

(s) **"RULES AND REGULATIONS"** means the Rules and Regulations of the Association, and as amended from time to time.

(t) **"PERCENTAGE INTEREST"** means the undivided percentage interest from time to time of each Unit, determined as provided in Section 9, below.

(u) **"ASSESSMENTS"** refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses and other charges.

(v) **"VILLAGE"** shall mean the Village of North Prairie, Wisconsin.

5. DESCRIPTIONS OF BUILDINGS AND UNITS

5.1 BUILDINGS. The approximate locations and dimensions of the three (3) Buildings initially constructed or to be constructed by Declarant are shown on the Condominium Plat. The buildings are or will be constructed principally of wood and use of masonry and concrete, with such exterior siding and trim materials as Declarant may determine in Declarant's sole discretion, subject to the approval of the Architectural Control Committee.

5.2 UNIT IDENTIFICATION. The Condominium shall initially consist of six (6) Units located in three (3) one-story buildings. Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Condominium Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. The street addresses of the Units are set forth on the attached EXHIBIT C.

5.3 UNIT BOUNDARIES. The vertical boundaries of each Unit shall be the vertical plane of the walls bounding a Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the interior face of the masonry foundation walls. The lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Unit.

Each Unit shall also include all of the following: all windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors;; any and all attic space and basement space accessible exclusively from one Unit; all installations, equipment, and fixtures for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively serving one Unit (even though such items may lie partially in and partially out of the designated boundaries of a Unit); finished surfaces, including, all plaster drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, cabinets, appliances, sinks, bathtubs, and other plumbing facilities and similar interior finishing and decorating; and, the attached garage for the Unit.

5.4 DECLARANT'S RIGHT TO CHANGE PLANS. Declarant reserves the right to change, without the approval of the Unit Owners or the Condominium Association, but subject to the approval of the Architectural Control Commitment, the layout, location, dimensions and construction details of the Buildings, Units and Common Elements, including, but not limited to any Limited Common Elements shown on the Condominium Plat, which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Buildings, Units or Common Elements serving existing Buildings. Buildings in the Expansion Land may contain up to 4 Units each.

6. EXPANSION OF CONDOMINIUM

6.1 Option to Expand. The Declarant, its successors and assigns, for a period of ten (10) years from the date of the recording of this Declaration, hereby expressly reserves an option to expand the Property in compliance with Section 703.26 of the Act without the consent of any Unit Owner or Mortgagee. Declarant shall be under no obligation to and makes no representations that it will expand or construct any part or all of the Condominium and no Unit Owner or other person shall have the right to require the same. The option to expand is subject to the following:

(a) the total area of Expansion Land added to the Condominium shall not exceed the total area of the Expansion Land as depicted on the Condominium Plat and described in Exhibit B.

(b) the maximum number of Units in the Condominium as expanded will not exceed 60.

(c) each time Declarant desires to exercise its right to expand, Declarant shall execute and record an amendment to this Declaration, and an Addendum to the Condominium Plat which shall describe the portion of the Expansion Land to be added to the Condominium, the number of Units to be added, a description of the additional Units and any additional Common Elements, the percentage Interest of each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Land being submitted to the Declaration, including a provision for additional easements, or to reflect any adjustment to the Common Expenses in connection with the condominium as expanded.

(d) the Declarant has the sole right to determine the location, size, quality and other similar features of the Expansion Land, including without limitation the Common Elements, Limited Common Elements, building size, number of Units in a building (up to 4 Units per building) and the Units; provided, however, the improvements to the Expansion Land shall be completed in a manner which is substantially similar in quality and workmanship to the improvements theretofore subject to this Declaration. The Expansion Land added to the Condominium shall be subject to the same use restrictions contained herein.

(e) in the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded.

(f) in the event the Condominium is expanded, the Percentage Interest shall be adjusted as set forth herein and the Common Expenses, Assessment and other similar expenses assessed by this Declaration and any other Condominium document shall be adjusted according to the existing needs of the Condominium.

(g) in the event the Condominium is expanded, Unit Owners of Units added to this Declaration shall be entitled to vote, with each Unit having one vote, upon the recording of the Amendment to this Declaration which adds the Units to the Condominium, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration

6.2. **Consent.** By acceptance of a deed of conveyance of a Unit, the grantee is hereby deemed to:

(a) agree to the expansion of the Condominium and shall make no attempts to prevent the expansion of the Condominium in the event the Declarant decides to exercise its option to expand the Condominium; and

(b) acknowledge that the Expansion Land or parts thereof may be developed for uses other than as part of the Condominium.

7. COMMON ELEMENTS AND FACILITIES.

7.1 Description. The Common Elements shall consist of all of the Condominium, including improvements and appurtenances thereto, except the Units and fixtures therein, and shall include, without limitation, the Land; Building exteriors, including garage exteriors; perimeter and bearing walls; surface parking; Building roofs and trusses; foundations; common pipes, ducts, wiring conduits, pumps and other apparatus relating to common utility services; public utility lines (except those owned by the applicable utility); Building beams and supports; the private storm sewer and drainage system, including, but not limited to all structures, mains, conduits, pipes, lines, equipment, appurtenances, and hereditaments which may in any way be a part of, or pertain to, such underground storm water facilities and stormwater detention

ponds; septic system and all structures, mains, conduits, pipes, lines, equipment, appurtenances and hereditaments which may in any way be part of, or pertain to such septic facilities; common parking areas, private streets, [] Circle, sidewalks and landscaping comprising the Condominium. The entire sewer system, including the lateral lines and the ground where the septic system is located, and all appurtenances, is a Common Element.

7.2 Owner's Right to Ingress and Egress and Easement of Enjoyment.

Each Owner shall have the right to use the Common Elements, except for Limited Common Elements not appurtenant to their Unit, as may be required for any purpose, including, but not limited to ingress and egress to and from and the use, occupancy, and enjoyment of the Unit owned by such Owner. Such rights shall extend to the Unit Owner, his family members, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Declaration, By-Laws and the Rules and Regulations.

7.3 Easements.

(a) Support Easement. Each Unit shall have an easement for structural support over every other Unit in the Building in which it is located and in the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building in which it is located and the Common Elements.

(b) Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

(i) for the installation, repair, maintenance, use, removal and/or replacement of air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, irrigation systems and all other utility lines and distribution systems, to the extent any such system or that portion of a system serves a particular Unit or is necessary for service to a Unit;

(ii) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building; or

(iii) for the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, shelving, wall safes, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements.

(c) Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including, without limitation, the right of access provided by Section 703.32 of the Act, to the Association or their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration and the By-Laws and Rules and Regulations; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether or not the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

7.4 Maintenance of Common Areas. In the event the Declarant does not properly landscape or maintain any common area, or properly maintain any signage, the Village may send written notice to the Declarant indicating that the Village has determined that the common areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village will perform such landscaping and/or maintenance if not properly done by the Declarant. The above-referenced notice shall give the Declarant a minimum of seven (7) days to correct the problem. If the common area and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village shall then have the authority to landscape and/or maintain any such common area and/or sign referred to in said notice and shall have the right to charge the Unit Owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Unit Owner within the period fixed by the Village, such charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Unit Owner's Unit as provided in Section 66.0627, Wis. Stats. Additional rights and obligations concerning the sewer system are described in a separately recorded Sewer System Agreement.

8. LIMITED COMMON ELEMENTS.

8.1 **Description.** Certain Common Elements shall be reserved for exclusive use of one or more Unit Owners, but less than all Units. The Limited Common Elements shall include those areas specifically designated as Limited Common Elements in this Declaration and/or on the Condominium Plat, and also including but not necessarily limited to all water laterals serving the Building from the point of connection with the Building to the point of connection with the water main install in [] Circle or Augusta Way, landings, access steps, porch, patio, sidewalks, septic systems, privacy fencing, driveways and walkways which service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on the Condominium Plat. In addition to the foregoing, the Association may, through the By-laws and/or the Rules and Regulations, establish (and delete, if so established) Limited Common Element planting areas for Units. The exclusive use of Limited Common Elements shall be reserved to the

Owner or occupant for the Unit or Units to which they are appurtenant or serve, to the exclusion of all other Units and Unit Owners in the Condominium. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, agents, guests and invitees.

8.2 Patios, Decks and Privacy Fencing. As set forth above, all areas identified for porches, patios, decks and privacy fencing are Limited Common Elements appurtenant to the Unit to which same are attached. Declarant has the express right to construct patios, decks and privacy fencing, and all such patios, decks, privacy fencing and/or porches constructed by the Declarant as part of the initial construction shall be deemed Limited Common Elements appurtenant to such Unit. The actual patio and/or deck constructed by Declarant at the time of initial construction may be smaller or larger than the Limited Common Area shown on the recorded Plat. The identification of the Limited Common Area provides the Unit Owner with the opportunity to construct or expand the patio and/or deck at a later date, subject to approval by the Association as provided for elsewhere in this Declaration, By-laws or Rules and Regulations. The Unit Owner shall be solely responsible for all costs of maintaining and repairing all driveways, sidewalks, patios, decks and Limited Common Element planting areas appurtenant to such Unit. The Unit Owner shall maintain same in a first class condition at all times, and in accordance with any requirements set forth in the By-laws and/or Rules and Regulations.

8.3 Septic System. Declarant shall install a septic system consisting of series of septic beds and related facilities to serve one or more Units. The septic systems are located in Common Areas and shall be defined as Common Element to be maintained by the Association. Individual lateral lines serving Units are also a Common Element. The Association shall have exclusive responsibility for maintaining the system as above described. Such system shall include, but not be limited to, any necessary appurtenances including pumps, electrical or other equipment used in connection with the facilities, open ground on the Condominium for the natural disposition of waste from the system, which areas of Common Element may change from time to time as the system wears out and/or needs replacement. If the system is not maintained properly, the Village is granted an easement over the Common Element for purposes of maintaining such systems. If the Village believes that the systems are not being properly maintained such that a health hazard is created, the Village may send written notice of such determination to the Association and any other responsible party for administration of the system giving specific notice of the condition which gave rise to such determination. The Association shall promptly reply and address any such concern addressed by the Village. If the Association fails to take action, the Village is granted the right, but not the obligation, to undertake such corrective action as is reasonably determined for the health and safety of the citizenry and the full cost thereof shall be subject to a special assessment to be apportioned among the Unit Owners and/or responsible Unit Owners as the Village shall reasonably determine. This obligation is further described in a separately recorded Sewer System Agreement, which is incorporated herein by reference as though shown herein at length.

8.3 Use. The manner of use of the Limited Common Elements shall be governed by the Act, this Declaration, the By-laws, and Rules and Regulations, and no Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to the Act, this Declaration, the By-Laws and/or the Rules and Regulations. No major or structural changes or alternations, and no changes affecting the visual look of the exterior of a Unit or any common or Limited Common Element, shall be made by any Unit Owner to any Unit or to any of the Common or Limited Common Elements, without

the prior written approval of the Association, which approval may be given or denied upon such terms and conditions as the Association deems appropriate.

9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in Common with all other Unit Owners and, except as otherwise limited by the Act, this Declaration, the By-laws, and the Rules and Regulations, shall have the right to use and occupy the Common Elements (other than Limited Common Elements not appurtenant to the Unit Owner's Unit) 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 rights shall be appurtenant to and run with the Unit. The Percentage Interest in Common Elements shall be determined by dividing one (1) by the number of Units then included in the Condominium, except as modified by merger or separation of units per section 21 of this Declaration.

10. ASSOCIATION OF UNIT OWNERS.

10.1 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be a member of the Association of Unit Owners known as THE GLEN AT THE BROADLANDS Condominium Association, Inc., which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and facilities and Limited Common Elements. Such Association shall be incorporated as a non-stock, 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 the Act, this Declaration and the By-Laws and Rules and Regulations including the sharing of common expenses as described therein.

10.2 Voting Rights. Each Unit shall be entitled to one vote at meetings of the Association, except as modified by merger or separation of units per section 21 of this Declaration, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration (including section 15.13 hereof) and/or otherwise allowed by law. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall there be more than one vote cast with respect to any Unit. There can be no split vote. If only one of multiple Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners is present, and any one of them purports to cast the vote allocated to that Unit on any issue without protest being made promptly by any other Owner(s) of such Unit to the person presiding over the meeting, it shall be conclusively presumed that such voting Owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple Owners prior to the vote being completed, said Unit shall not be entitled to cast a vote on that issue.

The respective rights, qualifications, prohibitions, and obligations of the members relative to voting may be further set forth in the Articles of Incorporation and/or the By-Laws of the Association.

10.3 Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium until the first Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. Except as provided in Section 10.4, after the first Unit has been sold by Declarant to any person other than Declarant, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law, until the earliest of: (a) ten (10) years from the date of recording of this Declaration, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers. Nothing herein contained shall be construed to prevent Declarant from waiving its right to control at an earlier date. Each owner of a condominium Unit in the Condominium shall be deemed, by acceptance of any deed to any Unit, to agree, approve and consent to the right of Declarant to so control the Association.

10.4 Board of Directors. The affairs of the Association shall be governed by a board of directors ("Board of Directors"). Upon conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association's Board shall hold a meeting and shall appoint one Unit Owner as Advisor to the Board of Directors. Upon conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association's Board shall hold a meeting and they shall appoint a second Advisor to the Board of Directors. For purposes of calculating the percentages set forth in Section 10.3 and this Section 10.4, the percentage of Common Element interest conveyed shall be calculated based on the percentage of undivided interest pertaining to each Unit conveyed, assuming that all Units Declarant has the right to create by expansion are included in the Condominium.

10.5 Association Personnel. The Association may obtain and pay for the service 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 Association may contract for common services or utilities as may be required for the Condominium or individual Units. All amounts payable by the Association to under such contracts shall be chargeable to the Owners as a Common Expense.

11. RESIDENTIAL PURPOSE.

The Buildings and the Units contained therein, and the Common Elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and/or Rules and Regulations. Notwithstanding the foregoing, until such time as the Declarant has sold all of its Units in the Condominium, the Declarant shall have the right to use any or all unsold Units, and any portion of the Common Elements (including but not limited to the Clubhouse) as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. The Association may not charge rent or bill the

Declarant while the Declarant exercises its rights to use any portion of the Common Elements. The use of Units and Common Elements is further subject to the following:

(a) The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. After a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except for a term of not less than three (3) months. If a Unit is leased by an Owner, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names, telephone number, and email address, and such Owner shall notify the Association prior thereto of the Unit Owner's forwarding address and of a telephone number and email address where the Unit Owner can be reached. Within five (5) business days after entering into or renewing a written condominium rental agreement, the Unit Owner shall provide a copy of the agreement to the Association along with proof of rental insurance. Any rental agreement shall contain a provision obligating the tenant to abide by this Declaration, the Articles, the By-laws, and/or the Rules and Regulations and shall provide that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the By-laws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the By-laws and/or the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. The Association shall keep a copy of any condominium rental agreement on file while the agreement is in effect. Before a tenant occupies a Unit, the Unit Owner shall provide a copy of the Declaration, By-laws and Rules and Regulations to the tenant or place the information in the Unit. In no event shall a Unit Owner be relieved from any obligation imposed by the Act, this Declaration, the By-Laws and/or Articles of Incorporation, and/or Rules and Regulations adopted pursuant thereto, including but not limited to the duty to pay Assessments and Common Expenses. The rental of Units is further subject to such further conditions and restrictions as may be set forth in the By-Laws and/or Rules and Regulations of the Association, including but not limited to a limit on the percentage of Units that are not owner occupied.

(b) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than three months; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

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

(d) Parking areas (including driveways on which parking is allowed), whether designated Common Elements or Limited Common Elements, shall be

used only for the parking of private passenger automobiles, pickup trucks, motorcycles, and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted or to permit cleaning thereof or the removal of snow therefrom or for similar purposes. No more than two (2) vehicles shall be parked on a driveway, except multiple vehicles may be parked on a driveway on a temporary, short-term basis when several guests may be visiting a Unit at one time. In no case may a vehicle be parked outside of a garage and not moved for more than ten (10) consecutive days.

(e) Pets are permitted, subject to conditions, restrictions and prohibitions as may be set forth in the By-laws and/or the Rules and Regulations.

(f) Exterior antennae and satellite dishes shall not be placed on any Building. Exterior antennae and satellite dishes may be placed on the Limited Common Element appurtenant to an Owner's Unit, but only with prior approval of the Association, which approval shall not be unreasonably withheld, conditioned, or delayed.

(g) A Unit Owner's may not plant any flowers, vegetables, trees, shrubbery, or other plants in any Common Element unless specific written approval is provided by the Association. Such approval may be granted or denied at the sole discretion of the Association. If planting approval is granted, the Association shall have the right to remove, dispose of, relocate, trim and/or prune any such planting as it may thereafter determine, in its sole discretion, at unit owner expense. Approval, if granted, may include restrictions.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit, including those items set forth in Section 5.3 and all of the equipment, fixtures and appurtenances, located on or upon the Unit and the following Limited Common Elements over which the Unit Owner has exclusive use: any patio, deck, porch, concrete stoop, concrete walkway connecting a porch to the driveway, Limited Common Element planting area, which is reserved for the exclusive use of the unit, in good order, condition and repair and in a clean and sanitary condition all as may be more fully set forth in the By-Laws and/or Rules and Regulations of the Association along with Board of Directors' approval. Without in any way limiting the foregoing, in addition to decorating and keeping the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, dishwashers, disposals, Limited Common Element planting areas, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, all communication systems, and other utility lines, distribution systems and other fixtures and equipment and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit

Owner's failure to discharge his obligation pursuant to this Section 12.1. If a Unit Owner fails to discharge his obligations pursuant to this Section 12.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and any if the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

12.2 Common Elements and Facilities. Except as otherwise set forth herein, the Association shall be responsible for the management and control of the Common Elements, including any Limited Common Elements serving more than one Unit, and shall cause the same to be kept in good, clean, attractive, and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all repair and maintenance of the Buildings, including, the exterior walls and roofs, parking, upkeep and maintenance of private roadways, water, septic systems and storm sewer mains and laterals, sidewalks, drives, snow and ice removal from paved roadways, sidewalks, pedestrian walk, driveways and parking areas of the Property, lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming and such actions as may be necessary to maintain the Common Elements in compliance with all applicable laws, codes and ordinances. All expenses of the Association, except as otherwise set forth in this Declaration and/or the By-Laws, and/or the Rules and Regulations shall be charged to the Unit Owners as a Common Expense.

12.3 Prohibition Against Structural Changes by Owner. A Unit Owner shall not, without first obtaining the written consent of the Board of Directors of the Association, make or permit to be made any structural alterations, or major changes or improvements to his Unit, or in or to the exterior of the Building in which his Unit is located or any Common Element, including, but not limited to any Limited Common Elements and facilities or make or install any improvements or equipment which may affect other Unit(s) or the Owner(s) of other Unit(s). A Unit Owner shall not perform, or allow to be performed, any act which will impair the structural soundness or integrity of any Building, or the safety of property, or impair any easement or hereditament, without the prior written consent of the Association.

12.4 Decorating. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of their Unit and all walls, ceilings, floors, and doors within such boundaries, and to erect partition walls of a non-structural nature within their Unit.

12.5 Assumption by Association of Unit Maintenance. The Association may, by resolution adopted by the affirmative vote of the majority of all members (not merely the majority vote of the members present at a meeting at which a quorum is present) authorize the Association to assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of the Units (such as windows, window frames, exterior doors, garage doors, patios, porches, decks, etc.) which affect the exterior appearance of Units in the Condominium, and to charge the expenses for same as a Common Expense. Any such resolution may be amended, modified and/or rescinded at any time by the affirmative vote of the majority of all members, provided, however, if work has been completed as to some, but not all, of the Units, work on the remaining Units shall be completed and paid for as a common expense pursuant to the original resolution so as to put all Units in a comparable state of repair and financial responsibility.

12.6 Delegation of the Maintenance of Common Elements. Notwithstanding any other provision of this Declaration, the Association is hereby expressly granted the power to delegate to Unit Owners on a uniform basis some or all the routine maintenance of Common Elements and/or Limited Common Elements, and the expense of repair and/or replacement occasioned by the failure of the Unit Owner to properly maintain same shall be the responsibility of the Unit Owner. The delegation of maintenance responsibilities shall be authorized in the Bylaws. The Association, at its option, may establish specific maintenance requirements for said delegated maintenance responsibilities in its Rules and Regulations.

13. DESTRUCTION AND RECONSTRUCTION.

13.1 Repair and Reconstruction. In the event of a partial or total destruction of the Common Elements, they shall, subject to the provisions of Section 13.2 below, be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. Reconstruction is subject to the prior approval by the Architectural Control Committee pursuant to the Master Declaration. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association and the Unit Owner; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

13.2 Assessments and Partition. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, the excess cost shall be a Common Expense; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. If following damage or destruction, the Unit Owners having Seventy-Five Percent (75%) (which percentage must include all Unit Owners whose Units are damaged) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Waukesha County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners by first allocating funds to the damaged Unit owners their allocable portion of insurance proceeds bears to the damaged Units, up to the full estimated cost to repair such Units and the balance divided equally among Unit Owners according to their respective Percentage Interest. So, for example, if only one Building is damaged and is rendered unfit to occupy, including by unaffected Unit Owners of such Building, then the funds shall be divided equitably based on damage sustained by the Building Unit Owners up to the full casualty payment attributed to the Building, and the balance divided equally among Unit Owners according to their respective Percentage Interest. No approval, consent, or authorization given by any Unit Owner under Section 13.2 shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

14. INSURANCE.

The Association shall obtain and maintain fire and broad form extended coverage insurance on the Buildings, Common Elements, Units, and Limited Common Elements ("Covered

Elements") in an amount not less than the full replacement value of the Covered Elements, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage all personal property located therein for not less than the full replacement value thereof. Association Insurance coverage shall be written in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees in accordance with their Percentage Interest. Premiums shall be a Common Expense. To the extent the Board determines it is reasonably possible at a reasonable price, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, 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 of the Association at least annually and the amount of coverage may be increased or decreased at any time as deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value. The amount of protection and the types of hazards to be covered shall be reviewed by the Board annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Board to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice.

In the event of partial or total destruction of the all or part of the Condominium insured hereunder, and the repair or reconstruction of the same in accordance with the Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale of the property shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided in Section 13.2.

If insurance coverage is available to combine protection for the Association and some or all of the Unit Owners' personal property, located on or about the individual Units, the Board of Directors is hereby given discretionary power to negotiate and obtain such combination of protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance the Association includes in such policies for the Unit owner's additional protection. Copies of all such policies shall be provided to each Mortgagee. Individual Unit Owners may or may not be given the option to refuse participation in such combined insurance. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at the unit owner's expense, from obtaining any additional insurance coverage on the Unit.

The Association shall provide 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; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per single occurrence. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit. The Association shall also provide workman's compensation insurance, when appropriate, and may provide directors' and officers' liability insurance and fidelity bonds on such officers and

employees in such amounts and with such coverage, as is determined by the Board of Directors to be necessary or advisable from time to time.

All required insurance shall be issued by an insurance company with a minimum of an A general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide.

15. COVENANT FOR ASSESSMENTS.

15.1 Agreement to Pay Assessment. The Declarant for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, the share of the Common Expenses of Association assessed against such Owner, as well the Unit itself. Except as otherwise provided herein, "Common Expenses" shall be any and all expenses incurred by the Association in connection with the management of the Condominium, the maintenance and repair of the Common Elements and administration of the Association, which shall include, by way of illustration and not limitation, utilities, insurance, management services, landscaping, the clubhouse, and other amenity maintenance and servicing, reserves, capital improvements, office supplies and such other reasonable and necessary expenses as determined by the Association's Board of Directors from time to time. Such Assessments shall be fixed, established, and collected from time to time in the manner provided in the By-laws. No Unit Owner may exempt them self from any Assessment by waiver of use and enjoyment of any of the Common Elements or by abandonment of their Unit.

15.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary and such other purposes as are permitted by the terms of the Board of Directors of the Association. Notwithstanding the foregoing, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant, or user of any portion of the Property including, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

15.3 General Assessments. The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the General Assessment, which shall include reserves for replacement of Common Elements. The budget shall include assessments levied on the Association by the Master Association.

15.4 Special Assessments. In addition to the General Assessments authorized above, the Association may levy Special Assessments for the purposes of: (a) defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair or replacement of a capital improvement and/or personal property for common use; (b) offsetting shortages resulting from non-collection of annual or special assessments or underestimation of same; and (c) unusual or unpredicted costs including but not limited to the cost of collecting annual or special

assessments or enforcement of the provisions of the Declaration, By-laws and/or Rules & Regulations.

15.5 Special Assessments Against a Particular Unit. Special assessments may be made by the Board of Directors of the Association against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or any Limited Common Elements;

(e) Interest due on General Assessments and Special Assessments.

(f) Forfeitures and other penalties as provided for in the By-Laws and/or Rules and Regulations levied by the Board for violations of the Act, the Declaration, the By-Laws, or the Rules and Regulations by a Unit Owner of the tenants or guests of the Unit Owner or occupants of a Unit.

(g) Costs and expenses incurred by the Association for the maintenance, repair and/or replacement of Common Elements and facilities resulting from the failure of a Unit Owner to perform delegated maintenance.

(h) Sums due the Association under the Declaration, the By-Laws, or the Rules and Regulations, including, among others, those pursuant to Sec. 8.2 and/or Sec. 19.1 of this Declaration.

(i) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

15.6 Working Capital. Each purchaser of a Unit from Declarant shall pay to the Association, at time of conveyance of the Unit by Declarant, for working capital purposes, a sum equal to five hundred dollars (\$500.00), to be allocated for such purposes as the Association may determine in its discretion. As long as Declarant is in control of the Association, Declarant

shall not use any of said working capital funds to defray Declarant's expenses or construction costs.

15.7 Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Units subject to Assessment; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 15.5 above.

15.8 Date of Commencement of Assessments. The General Assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each Unit on the date of the conveyance of said Unit by the Declarant. The first annual assessment for each Unit shall be adjusted and prorated according to the number of months then remaining in the calendar year. Partial months shall be prorated on a daily basis. Written notice of the General Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall have the authority to modify Assessments during any fiscal year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

15.9 Declarant's Obligation for Common Expenses During Period of Declarant Control. Notwithstanding anything to the contrary herein, as set forth during the period of Declarant control of the Association as described in Section 10.3 above and under Sec. 703.15 (2)(c), Wis. Stats., no General Assessments shall be assessed against any Unit owned by Declarant for any time period prior to the first day of the first month following the commencement of actual occupancy of the Unit for residential purposes. During the period of Declarant control, however, if any unit owned by the Declarant is exempt from assessments for common expenses until the unit is sold, the total amount assessed against units that are not exempt from assessments may not exceed the amount that equals nonexempt units' budgeted share of common expenses, based on the anticipated common expenses set forth in the annual budget. The Declarant is liable for the balance of the actual common expenses.

15.10 Lien for Assessments. All Assessments, when due, together with interest thereon and actual costs of collection, as provided herein, shall become a personal liability of the Unit Owner and also a lien, until paid, on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

- (a) Liens of general and special taxes; and
- (b) A Lien for all sums unpaid on a first Mortgage, or on any Mortgage to the Declarant, duly recorded in the Ozaukee County, Wisconsin, Register of Deeds Office, prior to the making of such Assessment, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and
- (c) Mechanics liens filed prior to the making of the Assessment;

(d) All sums unpaid on any Mortgage loan made pursuant to Section 45.80 Wis. Stats.; and

(e) A lien under Section 292.31 (8) (i) or 292.81, Wis. Stats.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for Assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare and file a written notice of lien in any manner allowed by law at the time of filing of the lien. No notice of lien shall be filed until there is a delinquency in payment of the Assessment. Such lien may be foreclosed or otherwise enforced in any manner permitted by law at the time of enforcement. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses of filing the notice of lien, and all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. All such costs and expenses shall be secured by the lien. The Owner shall also be required to pay to the Association any Assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual Unit of any obligation under the this Declaration, the By-Laws or the Rules and Regulations, which is not cured within sixty (60) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

15.11 Effect of Non-payment; Remedies. Any Assessments not paid when due shall be delinquent. Any Assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid.) All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against any or all past or present Unit Owners, occupants and tenants personally obligated to pay the same, or foreclose the lien against the property. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without waiving the lien securing the same. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may, at

the option of the Association, be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, may, at the option of the Association, be declared, without further notice, due and payable and, in such event, same shall be considered delinquent. The Association shall be entitled to recover from the applicable Unit Owners responsible for payment (past or present), jointly and severally, all costs and expenses of collection, including but not limited to reasonable attorney's fees.

15.12 Sale or conveyance. The Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to the foreclosure of a mortgage or other lien having priority as set forth in Section 15.10 shall extinguish the lien of such assessments (to the extent of the priority of such mortgage or other lien) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure shall relieve such Unit from liability for any Assessments which thereafter become due or from the lien thereof.

15.13 Prohibited Voting. A Unit Owner shall be prohibited from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the Owner's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

15.14 Statutory Reserve Account. The Declarant elects not to establish a Statutory Reserve Account at the time of creation of this condominium. Pursuant to the provisions of sec. 703.163 (4), Wis. Stats., the issue of a Statutory Reserve Account shall be addressed at the first annual meeting of the Association held after, or at a special meeting of the Association held within one year after, the expiration of the period of Declarant control.

16. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements through judicial proceedings or otherwise, except as otherwise provided in the Act or this Declaration, until this Declaration 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 co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition (by sale, but not in kind) of said single Unit as between such co-owners. No Unit may be subdivided or separated.

17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of undivided interest in the Common and Limited Common Elements and facilities 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 ownership without including therein both the Unit owner's interest in the Unit and the corresponding percentage of ownership in the Common and Limited Common Elements and facilities, it being the intention thereof 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 may hereafter be declared and granted through or over the Common Elements by the Association, provided, however, that as long as Declarant owns any unsold Unit, no easement shall be granted by the Association without Declarant's prior written consent. Easements for the benefit of Unit Owners are hereby declared and granted, for utility purposes, for all utility service lines, including water lines, now existing, or hereafter installed by or with the consent of Declarant over, under, along and on any part of the Common Elements and Limited Common Elements and facilities.

18.2 Construction Easement. Notwithstanding anything to the contrary in this Declaration, the Condominium Plat, By-laws, or Rules and Regulations, until Declarant shall have constructed and sold all Buildings and Units, completed all improvements to the Common Elements and satisfied all of its rights and obligations under any or all of the foregoing, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements and any Units owned by Declarant for construction or renovation on the Property or the Expansion Land or related purposes including: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall, upon completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners.

18.3 Easement to Facilitate Sales. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect, maintain, relocate and remove temporary offices on the Property. The reservation of this easement to facilitate sales also applies to the Expansion Property. This easement shall continue until the Declarant has sold all the Units it owns.

18.4 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any of the buildings or the design or construction of any Unit, any part of the Common Elements and facilities, 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 and facilities, or 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 shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. 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 facilities, or Limited Common Elements, if such

encroachment occurred due to the willful and knowing conduct or acquiescence of said owner or owners.

18.5 Access, Utility and Storm Water Easements. The Condominium Plat for THE GLEN AT THE BROADLANDS Condominium may set forth various easements, including, but not necessarily inclusive of nor limited to, utility, access, septic system, water main, storm water management access, and drainage easement areas. All said easement areas are for the use and benefit of the Land within THE GLEN AT THE BROADLANDS Condominium, as well as all of the Expansion Land. To the extent said easement areas are within lands now or (after expansion of the Condominium) hereafter included within THE GLEN AT THE BROADLANDS Condominium, Declarant retains a permanent, perpetual, and non-exclusive easement in each of said easement areas, for the purposes intended, for the use and benefit of the Expansion Land. To the extent that said easement areas are within the Expansion Land, or so much thereof as are not hereafter added to THE GLEN AT THE BROADLANDS Condominium by expansion of the Condominium, Declarant hereby grants to THE GLEN AT THE BROADLANDS Condominium, a permanent, perpetual and non-exclusive easement in each of said areas, for the purposes intended, for the use and benefit of the lands now or hereafter included within THE GLEN AT THE BROADLANDS Condominium. A separate document titled "THE GLEN AT THE BROADLANDS Easement Agreement" may be executed and recorded for the purpose of further documenting and defining said easements, including but not limited to maintenance and repair responsibilities, and for the purpose of preventing the termination of the easements in the event of the amendment of this Declaration and/or termination of the condominium status.

18.6. Binding Effect. All easements and rights described in this Section 18 are easements appurtenant, running with the land. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the Declarant, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18.

19. ARCHITECTURAL CONTROL.

19.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any Buildings, porches, patios, decks, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained (except such as are installed or approved by the Declarant in connection with the Construction) of the building until the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost, proposed impact on the appearance of the Condominium, and a statement identifying the project contractor shall have been submitted to and approved in writing by the Board of Directors of the Association and the Architectural Control Committee. Approval may be granted or denied at the discretion of the Board of Directors and the Architectural Control Committee. Approval is further subject to compliance with the provisions of Sec. 703.13 (5m) of the Wisconsin Statutes. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approved, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner.

Neither the members of the Board of Directors nor its designee(s) representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association or the Architectural Control Committee relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a special assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the Owner(s) of such Unit, for obtaining any required governmental approvals. The Owner(s) of such Unit (jointly and severally) shall further indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association, Architectural Control Committee and/or governmental approval.

19.2 Declarant Control. During the period of Declarant control, Declarant shall have the exclusive right to act as the representative of the Board for architectural control purposes.

20. MORTGAGEE RIGHTS. Mortgagees of Units shall have the rights set forth below. In the event any provision of this Article conflict with any other provision of this Declaration, The Articles of Incorporation of the Association, or the By-Laws of the Association (collectively, the "project documents"), the provision more favorable to a Mortgagee shall control. If any provision of this Article conflicts with any required minimum provision of the Act, the more restrictive provision shall control. Mortgagee Rights are as follows:

20.1 Right of 1st Refusal. No right of first refusal in the condominium project documents shall adversely impact the rights of a mortgagee or its assignee to:

20.1.1 Foreclose or take title to a condominium Unit pursuant to the remedies in the mortgage; or

20.1.2 Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or

20.1.3 Sell or lease a Unit acquired by the mortgagee or its assignee.

20.2 Amendments to Project Documents. Amendments to the project documents of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages. Amendments to annex property and/or Units to the Condominium pursuant to Section 6 of this Declaration shall not be deemed or construed as amendments of a material adverse nature to mortgages.

20.3 Termination of Condominium. Any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs, or for other reasons, must be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages.

20.4 Implied Approval Presumed. If otherwise allowed by law, implied approval by a mortgagee shall be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

20.5 Right to Notice. Any mortgagee of a Unit, and any guarantor of the mortgage, upon the submission of a request to the Association in writing delivered to the Registered Agent of the Association, shall be entitled to receive timely written notice from the Association of the following matters:

20.5.1 Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage; or

20.5.2 Any 60-day delinquency in the payment of assessments or charges owned by the Owner of any Unit on which it holds the mortgage; or

20.5.3 Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

20.5.4 Any proposed action that requires the consent of a specified percentage of mortgagees.

20.6 Priority of Insurance Proceeds. Neither a Unit Owner nor any other party shall have priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of condominium Units(s) and/or Common Elements.

20.7 Unpaid Dues in Event of Foreclosure. Any first mortgagee who obtains title to a condominium Unit pursuant to the remedies in the mortgage or through foreclosure shall not be liable for more than six months of the Unit's regularly budgeted dues or charges accrued before acquisition of the title to the Unit by the mortgagee. To the extent that the Association's lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues. Neither Waukesha County nor the Village shall be liable for any fees or special assessment in the event that Waukesha County or the Village become the owner of one or more Units in the condominium by reason of tax delinquency.

21. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS.

Unit Owners may, subject to the approval of the Board of Directors of the Association, reallocate Unit boundaries between adjoining Units, merge two adjoining Units into one Unit and/or separate a previously merged Unit into the number of Units which originally existed, upon compliance with the applicable provisions of the Act. The Board of Directors may approve or deny such request in its sole discretion and may condition any approval upon compliance with such conditions as it may determine to be reasonable and appropriate. All work in connection with reallocation, merger, or separation shall be completed in a good, workmanlike manner and free from all liens. The Unit Owner(s) who initiate or whose actual boundaries are relocated, merged, or separated shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property

damage from work performed in connection with any relocation, merger or separation. The Board of Directors shall have the authority to assess a Special Assessment against any Unit for any cost incurred by the Association as a result of nonpayment of relocation cost by the Unit Owner.

A reallocation of boundaries between adjoining Units shall not result in any change in the number of votes, the Percentage Interests, or responsibility for Association expenses and assessments for either Unit. In the event two adjoining Units are merged into one Unit, the resulting Unit shall have the same number of votes at meetings of the Association as the total number of votes assigned to the two previous Units (a total of 2 votes, 1 for each of the original Units), and shall have the same undivided Percentage Interest in the Common Elements as the total undivided Percentage Interest applicable to the two previous Units. To avoid any increased burden for Association expenses on other Units and the owners thereof, the resulting merged Unit shall be responsible for the same share of Association expenses and assessments (both Annual and Special) as the total which would have been applicable to the two Units if they had not been merged. If a merged Unit is later separated into 2 units, each of the 2 separated Units shall then have the originally allocated vote, Percentage Interest, and assessment responsibility.

22. CONDEMNATION

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

B. If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein, and for consequential damages to the Unit or improvements located therein.

C. If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 22(F) below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

D. If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 22(F) below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

E. If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

F. Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

G. Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

H. Responsibility for Reconstruction. In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

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

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

K. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

L. Partition and Sale Upon Consent. If, pursuant to Section 22(F), the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) (which percentage must include all Unit Owners whose Unit has been taken by virtue of such condemnation) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Waukesha County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners by first allocating to the Unit Owners the loss of value to their units, and then the balance equally among Unit Owners according to their respective Percentage Interest. So, for example, if only one Building is taken and is rendered unfit to occupy, including by unaffected Unit Owners of such Building, then the funds shall be divided equally by the Building Unit Owners up to the full value of the Building, and the balance divided equally among all Unit Owners according to their respective Percentage Interest.

23. RELATION TO ARCHITECTURAL CONTROL COMMITTEE. Notwithstanding anything herein, the construction of Units and other improvements on the Condominium is subject to the prior approval by the Architectural Control Committee pursuant to Article 6 of the Master Declaration and is further subject to the restrictions set forth in the Master Declaration.

24. GENERAL PROVISIONS.

24.1 Enforcement & Restriction Precedence. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-laws and Rules and Regulations. Failure to enforce any covenant or restriction herein contained shall

in no event be deemed a waiver of the right to do so thereafter. The Declarant, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all applicable rules, codes, regulations, and ordinances of the Village, Waukesha County, the State of Wisconsin and the federal government, and the same may be more restrictive than these the restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-laws and Rules and Regulations. In the event there is a conflict between the requirements of Declaration, the By-laws and Rules and Regulations and any provision of the Village, County, State or federal law or regulation, the more restrictive provisions shall apply.

24.2 Severability. If any provision, or any part hereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

24.3 Termination. This Declaration may be terminated in the manner allowed by the Act as of the time of termination.

24.4 Notices. All notices and other documents required or permitted to be given by this Declaration or the By-Laws of the Association to a Unit Owner shall be sufficient if given to one (1) Owner of a Unit regardless of the number of Owners who have an interest therein. All Owners shall provide the Association with an address for the mailing and emailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it, emailing it or having it delivered personally to such address as is on file with the Association.

24.5 Non-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 term, covenant, condition or restriction, shall not be deemed a waiver of same, 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.

24.6 Amendments. This Declaration may be amended in the manner allowed by the Act at the time of amendment (to the extent not subject to further restrictions as set forth in this Declaration); provided, however, that, as long as Declarant owns any unsold Unit and so long as the Condominium is subject to expansion as set forth in Section 6 above, no Amendment to this Declaration shall be effective unless consented to in writing by Declarant, and further provided that no Amendment shall be made unless and until it is first approved in writing by the Village Board of the Village.

24.7 Registered Agent. John J. Wahlen is hereby appointed by Declarant as the registered agent for the condominium. The address of said registered agent is: N63 W23849 Main Street, Sussex, WI 53089. The registered agent may be changed in accordance with any provision allowed by law in effect at the time of such change. As of the date of filing of this Declaration, the provisions regarding the qualification, designation and filing of the name and

address of the registered agent are set forth in Sec. 703.23, Wis. Stats. As set forth in said statutory section, if the Association is incorporated, the registered agent for the association shall be the registered agent for the condominium.

24.8 Assignment. The rights and obligations of Declarant may be assigned in any manner allowed by law at the time of assignment. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

24.9 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.

24.10 Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

24.11 Special Notice Regarding [] Circle.

(a) [] Circle, as shown on Exhibit D, is not dedicated to the Village and is a part of the Common Elements and, accordingly, must be maintained (including snow removal), repaired and replaced from time to time by the Association at the Association's expense, except as provided below.

(b) The driveways leading from [] Circle to particular Buildings are Limited Common Elements, and as Limited Common Elements will be maintained (including snow removal), repaired and replaced from time to time by the Association as a part of its budget of Common Expenses.

(c) The costs relating to [] Circle will be included within the Association budget and paid for by Owners through assessments, and may be the subject of special assessments as determined by the Board, except as provided below.

(d) If the Association determines in its reasonable discretion that construction traffic related to the initial construction of one or more Buildings on the Condominium was responsible in material part for damage to or deterioration of portions of [] Circle, then the Association may levy a special assessment on the Owner(s) of Units whose contractors are determined to be so responsible in the amount reasonably determined as the allocated cost of repair or replacement that the Association deems appropriate to address such damage or deterioration. The right to levy a special assessment under this subsection as to any particular Unit shall terminate 180 days after the later of the date of issuance by the Village of an occupancy certificate for such Unit, or the date on which the last substantial landscaping of the Unit is located occurs.

24.12 Special Notice Regarding Sanitary Sewer System. Except as specifically set forth herein, the sanitary sewer system installed in the Condominium is a part of the Common Elements and, accordingly, each Unit must be connected to it and the costs thereof will be included in the Association budget. Inside a Building, the sanitary sewer system is a Limited Common Element and the maintenance, repair or replacement of such portions is the responsibility of the Unit Owner at the Unit Owner's cost.

24.13 Special Notice Regarding Storm Drainage System. A storm drainage system has been designed and has or will be implemented in the Common Elements of the Condominium. Although the drainage system was not designed with the intention of handling drainage from other parts of the property affected by the Master Declaration, no assurance is given that there will not be any drainage from such other parts of such property. The Association shall have the responsibility of maintaining the drainage system as a Common Element, and the costs thereof will be included in the Association budget.

24.14 Reference to Master Declaration. References is made to the Master Declaration for additional restrictions on the use and occupancy of the Condominium and certain additional easement which may now or hereafter affect the Condominium.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the said Declarant, has caused this document to be executed this
_____ day of _____, 2025.

LAND & HOME, LLC
a Wisconsin limited liability company

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2025, the above named
_____, as the _____ of LAND & HOME, LLC, to me known to be the
person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

EXHIBIT A

Legal Description – Phase I

[TO BE INSERTED]

EXHIBIT B

Legal Description - Expansion Land

[TO BE INSERTED]

**EXHIBIT C
UNIT ADDRESSES**

THE GLEN AT THE BROADLANDS ADDRESSES

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>UNIT ADDRESSES</u>
#16	1	[xxx] Augusta Way
	2	[xxx] Augusta Way
#17	5	[xxx] Augusta Way
	6	xxx Augusta Way
#18	9	[xxx] Augusta Way
	10	[xxx] Augusta Way

**EXHIBIT D
CONDOMINIUM PLAT**

SEE ATTACHED

SEWER SYSTEM AGREEMENT

This Sewer System Agreement ("Agreement") is made as of September [], 2025, by and between Land & Home, LLC, a Wisconsin limited liability company ("Owner") and the Village of North Prairie, Wisconsin ("Village").

RECITALS

Owner is or will be the Declarant of a condominium in the Village known as The Glen at The Broadlands Condominium (the "Condominium"). The Condominium will be located on the land described on Exhibit A hereto.

As a condition to receiving approval for the development of the Condominium, Owner is required to develop individual private sewer systems within the Condominium which will service only Units in the Condominium. Owner anticipates that (a) the portions of the System (as defined below) which are located in particular buildings comprising or containing units in the Condominium (each, a "Unit", collectively, the "Units") will be a part of the Unit itself or limited common element appurtenant solely to the building in which the Unit is contained; and (b) lateral lines from the point of connection with the building to the point of connection with the septic tank will be a limited common element (collectively, the "Limited Common Element").

The portions of the System (as defined below) which are not described above will be general common elements and will consist generally of an area of open ground on the Condominium for the natural disposition of wastes from each Limited Common Element (collectively, the "General Common Element" together with the Limited Common Element, the "System").

An association of Unit owners which will be established for the Condominium (the "Association") shall have exclusive and sole responsibility for maintaining the System.

Owner and the Village are required to provide for the possibility that the Association will not or cannot administer and maintain the System in the future, despite the obligation to do so as imposed by the Declaration which establishes the Condominium (the "Declaration") and the Condominium Ownership Act, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above and for other value received, the parties agree as follows:

1. Owner shall provide in the Declaration that the System shall be General Common Element or Limited Common Element, generally on terms consistent with this Agreement.
2. Owner shall provide in the Declaration that the Association will have the responsibility to maintain, repair, replace and otherwise administer the System and will have the power to include in its assessments amount related thereto (whether or not separately stated).

3. Until the Association is established, Owner shall at, its sole cost, maintain, repair, replace and administer the System. From and after the establishment of the Association, the Association alone shall at its sole cost, maintain, repair, replace and administer the System and Owner shall have no further liability or obligation for acts or omissions occurring after such date. As between Owner and the Association, nothing herein shall impose any greater liability or obligation on Owner other than would exist in the absence of this Agreement.

4. (a) If the Village determines that Owner or the Association, as appropriate, is not maintaining the System in good and proper working order and condition per the requirements of Subsection (e) below, then Village may send written notice of such determination to the party then responsible for administration of the System, giving specific notice of the conditions which give rise to such determination. Within fifteen (15) days thereafter, Owner or the Association, as the case may be, shall submit to the Village Engineer, with a copy to the Village Clerk, in writing a plan to address the specific conditions ("Plan of Correction"). If the Village or Village Engineer has not, within fifteen (15) business days following receipt of such Plan of Correction, objected to such Plan of Correction in writing, then the Plan of Correction will be deemed adopted. If the Village or Village Engineer does object in writing within such period, then Owner or the Association, as the case may be, shall modify the Plan of Correction to address such objections (as modified, the "Modified Plan of Correction", within fifteen (15) days of receipt of a written notice from Village or Village Engineer. If the Village or Village Engineer has not, within fifteen (15) business days following receipt of such Modified Plan of Correction, objected to such Modified Plan of Correction in writing, then the Modified Plan of Correction will be deemed adopted. If the Village or Village Engineer has further objections to the proposed Modified Plan of Correction, then the parties shall submit any remaining disputes to an independent engineer acceptable to both parties, who shall decide on the form of the final Modified Plan of Correction. The Association's responsibility for maintenance of the System shall not be diminished during the period in which the procedures set forth in this subsection are being followed. As used below, the term "Plan" shall mean the Plan of Correction or the Modified Plan of Correction or any other plan which is approved or deemed approved to be implemented under this Section 4.

(b) Once the Plan is deemed adopted or agreed upon by the parties, Owner or the Association, as appropriate, shall promptly, at its sole cost, commence implementing the Plan and diligently proceed to complete the Plan but in no event later than sixty (60) days after approval by the Village Engineer of the Plan. Owner or the Association, as appropriate, shall provide the Village with a written notice at least ten (10) business days prior to the start of the implementation of the Plan, and shall permit the Village or its consultants to observe such implementation. Upon written request by the Village or Village Engineer, Owner or the Association, as appropriate, shall furnish copies of its documentation of the implementation of any such Plan to the Village.

(c) If (1) a proposed Plan of Correction or proposed Modified Plan of Correction is not submitted timely, or (2) the Owner or Association, as appropriate, does not promptly commence implementation or diligently proceed to completion of the Plan within the time frame set by the Village, then the Village shall have the right, but not the responsibility, to give further written notice to such party of its failure and thereupon assume responsibility for preparing the implementing its own plan to cure any such breach.

(d) In the event Village is responsible implementing and/or completing the Plan, then the cost of analyzing, responding to, observing and administering any Plan, including the reasonable costs of the Village Engineer and other outside consultants, shall be specially assessed to the owners of the Units on succeeding tax bills. Owner, Association and any owner of a Unit hereby waive any notices of or objection to such special assessments.

(e) For purposes of subsection (a), the Village may consider the System to not be operating in good and proper working order and condition if any of the following do not occur:

- (1) pumping of each septic tank at least twice in each calendar year;
- (2) a videotape (or similar technological examination), and written report based thereon, from an independent engineer, at least once in each period of five (5) calendar years commencing with 2026 through 2030 and showing the free flow of fluids and waste through the System. For such purpose, the Association shall furnish a copy of the videotape and report to the Village without charge.
- (3) inspection of all System manholes at least twice in each calendar year, showing that the covers are in good condition. For such purpose, the Association shall furnish a copy of any report of such inspections to the Village without charge.
- (4) continuous flow monitoring with copies of damage on a monthly basis provided without charge to the Village before the end of the subsequent month.
- (5) inspection of all System equipment at least once in each calendar quarter, showing that the equipment is in good condition. For such purpose, the Association shall furnish a copy of any report of such inspections to the Village without charge.
- (6) establishment and implementation of a formal informational and educational program for new residents of the Condominium identified by the Association. Such program may but need not include personal instruction, but shall at least include written information at the time the Association becomes aware of any new Unit owner or tenant, and at least annual written reminders regarding the use and upkeep of the System.
- (7) fails to maintain compliance with all federal, state, county and local law and regulation concerning the System.

To the extent any amendments to state or county regulations governing onsite wastewater treatment systems require more frequent inspection, pumping or preventive maintenance, these requirements shall be deemed modified to comply with then current requirements.

(f) Nothing in this Agreement shall detract from the rights of Waukesha County under Wisconsin Statutes Chapter 145 or applicable Waukesha County ordinances.

5. For purposes hereof, the Village shall have a right of access to the Condominium to inspect the System and its components from time to time at any time between 7:00 a.m. and

6:00 p.m. on any day, except that, in the event of a situation which the Village Engineer determines in his or her sole judgment to constitute an emergency which threatens the health, safety or welfare of residents or guests of the Condominium, the Village may at any time with no notice, subject to applicable rules, ordinances, regulations and laws, if any, enter the Condominium and take such action as is deemed by the Village to be reasonable necessary to alleviate such emergency situation.

6. Neither Owner nor the Village make any representation or warranty to each other, to the Association when established, or to any future owner, occupant or user of the Condominium, regarding the value, utility, completeness, reliability or any other aspect of the System, as designed, as installed and as operated.

7. The Agreement may be amended only in a writing executed by the Village and by the party then responsible for the administration of the System.

8. Notice: All notices, requests, demands, and determinations (individually, a "Notice") required under this AGREEMENT (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or more of the following methods of delivery: personal delivery, Registered or Certified Mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), or email. Notices shall be provided to the appropriate person at the receiving party at the address listed below or to such address as a party may designate by a notice given in compliance with this section. Notice shall have been deemed to have been given (i) upon delivery if hand delivered, or (ii) upon deposit in the United States mail, certified mail, postage prepaid, or deposit with a nationally recognized overnight carrier, or (iii) upon transmission email, and each such notice shall be addressed as follows:

VILLAGE OF NORTH PRAIRIE:
ATTN: CLERK
130 NORTH HARRISON STREET
NORTH PRAIRIE, WI 53153
clerk@northprairiewi.gov

With a copy to:

MUNICIPAL LAW & LITIGATION GROUP, SC
Attn: Eric J. Larson
730 N. Grand Ave.
Waukesha, WI 53186
elarson@ammr.net

OWNER:
LAND & HOME, LLC
37948 NETTLE WAY COURT
OCONOMOWOC WI 53066
sstyza@harmonyrealty.com

With a copy to:

AXLEY BRYNELSON, LLP
Attn: Robert C. Procter
2 East Mifflin Street #200
Madison, WI 53703
rprocter@axley.com

9. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Upon the assignment hereof by Owner, Owner shall be relieved of any liability or obligation for matters first arising after the date of such assignment provided that the assignee assumes Owner's duties and obligations under this Agreement.

[Signatures on Following Pages]

Executed as of the date first written above.

LAND & HOME, LLC

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 2025, the above
named _____, as _____ of Land & Home, LLC, to me known
to be the person who executed the foregoing instrument as such _____ of such company,
by its authority and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

VILLAGE OF NORTH PRAIRIE

By: _____
Village President

Attest: _____
Village Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 2025, the above named _____, as President of the Village of North Prairie and _____, as Village Clerk of the Village of North Prairie, to me known to be the persons who executed the foregoing instrument as such officer of such corporation, by its authority and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

This instrument was drafted by:

George B. Erwin, III
Law Offices of George B. Erwin, LLC
2600 North Mayfair Road, Suite 1000
Milwaukee, WI 53226
(414) 258-4300

EXHIBIT A

LEGAL DESCRIPTION

Lot Two (2) of CERTIFIED SURVEY MAP NO. 8544, being a part of the Northeast One-quarter (1/4), Southeast One-quarter (1/4), Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) and the Northeast One-quarter (1/4) and Southeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Thirty-one (31), in Township Six (6) North, Range Eighteen (18) East, in the Village of North Prairie, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County on May 27, 1998 in Volume 75 of Certified Survey Maps on Pages 76 to 80 inclusive, as Document No. 2322629.

Tax Key No: NPV 1563994