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Name and Return Address:

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MLG Dousman Investment LLC
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(Parcel Identification Number)

May 15, 2025

PROTECTIVE COVENANTS

FOR

TALBOT'S WOODS

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PROTECTIVE COVENANTS FOR TALBOT'S WOODS

THESE PROTECTIVE COVENANTS made this 15 day of May, 2025, by MLG Dousman Investment LLC (hereinafter the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described herein, which property is located in the Village of Dousman, Waukesha County, Wisconsin ("Village"); and

WHEREAS, Developer desires to create these Protective Covenants, as set forth herein, for the benefit of the property and the benefit of each owner of any part of the property, and for the purpose of creating a desirable utilization of the land in an aesthetically pleasing residential environment.

NOW, THEREFORE, the Developer hereby declares that the real property herein described shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants and reservations of these Protective Covenants as hereinafter set forth.

ARTICLE 1. PROPERTY SUBJECT TO PROTECTIVE COVENANTS.

1.1 Existing Property. The real property subject to the provisions of these Protective Covenants is described on Exhibit A attached hereto (hereinafter the "Subdivision" or "Talbot's Woods"). The Subdivision will initially consist of Lots 1 through 58 inclusive (hereinafter "Lots") and Outlots 1 through 11 and Outlots 13 through 16 inclusive (hereinafter "Outlots"), except as otherwise excluded.

1.2 Additional Property. Developer reserves the right, at any time during the term of these Protective Covenants, to subject other real property (the "Additional Properties") to the provisions of these Protective Covenants and to add the Additional Properties to the Subdivision. The Additional Properties shall be located in Waukesha County, Wisconsin and, when added to the Subdivision, shall be adjacent to the Subdivision. Developer shall add Additional Properties to the Subdivision by recording with the Register of Deeds for Waukesha County one or more amendments to these Protective Covenants, with each amendment setting forth the legal description of the

Additional Properties thereby added to the Subdivision, together with identifying the additional lots and outlots which shall be subject to these Protective Covenants.

ARTICLE 2. GENERAL. The intention of these Protective Covenants is to achieve the best use and most appropriate development and improvement of each Lot within the Subdivision; to preserve, as far as is practicable, the natural beauty of the Subdivision; to guard against haphazard and inharmonious improvement of the Lots and the erection thereon of unattractive or poorly designed or poorly proportioned structures on any part of the Lots; to obtain harmonious and attractive use of material and color schemes; to encourage and secure the construction within the Subdivision of attractive homes with appropriate locations thereof on the Lots; to secure and maintain proper setbacks from streets and adequate open spaces between structures; and in general to endeavor to provide for quality development of the Subdivision.

ARTICLE 3. DEFINITIONS. The following terms as used in this document shall have the definitions set forth below:

3.1 Association. The term "Association" shall mean the non-profit corporation to be known as Talbot's Woods Homeowners Association, Inc., which shall serve as an organization of all owners of Lots in the Subdivision and to collect assessments from Lot Owners for payment of Association obligations and maintenance of Common Areas, as set forth herein.

3.2 Common Area. The term "Common Area" shall mean all areas of the real property as described on Exhibit A and depicted on Exhibit B throughout the Subdivision for which the Association is required to maintain as set forth in these Covenants, including Outlots 1 through 10 and 13 through 16 inclusive, and all easements that are for the benefit of the Association.

3.3 Developer. The term "Developer" shall mean MLG Dousman Investment LLC.

3.4 Home. The term "Home" shall mean one single family living unit within Talbot's Woods which is intended to be occupied by one (1) family.

3.5 Lot. The term "Lot" shall mean an individual residential lot numbered from 1 through 58 inclusive in the Subdivision as shown on the Plat and shall also include any future residential lot included as Additional Properties.

3.6 Lot Owner. The term "Lot Owner" shall mean the current owner(s) of any Lot in the Subdivision, whose name(s) appear in the recorded deed of conveyance.

3.7 Outlot. The term "Outlot" shall mean an outlot as shown on the Plat, and shall also include any outlot included as future Additional Properties. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat. The Association shall be responsible for all maintenance of the Outlots as required herein and as required in the Amended and Restated Development Agreement for Talbot's Woods by and between MLG Dousman Investment LLC and Village of Dousman dated July 12, 2024, recorded with the Register of Deeds for Waukesha County on August 14, 2024 as Document No. 4779427, as may be further amended ("Development Agreement").

3.8 Plans and Specifications. The term "Plans and Specifications" shall mean complete written construction plans and detailed specifications of any Home, outbuilding, accessory structure, retaining wall, pool fence, sign, pool, deck, patio, yard light or other improvement in Talbot's Woods, as further set forth in Section 4.1.

3.9 Plat. The term "Plat" shall mean the Talbot's Woods final plat recorded with the Register of Deeds for Waukesha County, Wisconsin, attached hereto and incorporated herein as Exhibit B.

3.10 Review Board. The term "Review Board" shall mean that board composed of three (3) members initially appointed by the Developer to review and approve or disapprove of Plans and Specifications for construction of Homes and any other structures or improvements in the Subdivision. The Review Board may hire one member of the Review Board or a third-party consultant to perform the duty of reviewing Plans and Specifications on behalf of the Review Board and the appointed member or third-party consultant shall be compensated by the Lot Owner according to the fee schedule set by the Review Board ("Review Fee")

3.11 Subdivision. The term "Subdivision" shall mean the real property set forth on Exhibit A, and more particularly described as Talbot's Woods, which means the residential lots numbered 1 through 58 inclusive and Outlots 1 through 11 and Outlots 13 through 16 inclusive as shown on the Plat, as well as any future residential Lot and Outlot included as Additional Properties.

ARTICLE 4. DESIGN CONTROL.

4.1 Plans and Specifications. No Home, structure or improvement of any sort shall be constructed upon any Lot, nor shall any change or alteration be made thereto, unless complete Plans and Specifications have been submitted to and approved in writing by the Review Board. The Plans and Specifications submitted shall include, in addition to detailed construction plans, a site plan prepared by a licensed surveyor or engineer showing the exact dimensions, setbacks and location of each structure or improvement, existing grades on and adjacent to the Lot, the proposed finished yard and any finished exposure grades for the building, building elevations or renderings of the building or structure to be constructed, a landscaping plan showing at least the minimum landscaping requirement defined in Section 5.7 of these Protective Covenants and detailed specifications as to materials, colors and equipment to be installed on the structure (collectively the "Plans and Specifications").

4.2 Review Board. The decision of a majority of the members of the Review Board shall be the decision of the Review Board and shall be final and binding upon all interested parties. When all the Lots in the Subdivision have been sold by the Developer, or its successors or assigns, and Homes have been built on all the Lots in the Subdivision, or at such earlier time determined by the Developer, the Review Board shall thereafter consist of three (3) persons, who shall be the persons appointed as Directors of the Association as described in Section 8.3. Notwithstanding any other provision contained in these Protective Covenants, the Developer, in its sole discretion, has the right to retain the Review Board duties, or to assign the Review Board duties to its successors or assigns, for approving a Home on all remaining Lots without a Home after the new Directors of the Association have been appointed or elected pursuant to Section 8.3.

4.3 Submission of Plans. A Lot Owner or Home builder shall submit Plans and Specifications to the Review Board at the earlier of (i) at least fourteen (14) days prior to the time that such Plans and Specifications are submitted to the Building Inspector of the Village of Dousman for a building permit, or (ii) thirty (30) days prior to commencement of construction of the Home or any other improvement. Landscaping plans shall be submitted to the Review Board forty-five (45) days prior to commencement of any landscaping work. Prior to commencing construction, all Plans and Specifications, including materials and exterior colors, must be approved in writing by the

Review Board. All Plans and Specifications shall be submitted via electronic mail to jb@pointre.com. The Review Fee shall be $250 for each new Home application and $150 for all other applications (landscaping, pools, fences, etc). The Review Fee for the landscaping plan review shall be paid at the closing of each Lot. The Review Fee shall be mailed to the following address at the time of the submittal:

Talbot's Woods Review Board
19000 W. Bluemound Road
Brookfield, WI 53045

4.4 Review. The Review Board shall review and approve such Plans and Specifications or disapprove those that in its sole judgment are not in conformity with these Protective Covenants or are inconsistent with the purposes set forth in Article 2 within twenty (20) calendar days from the receipt of a complete submittal. The Review Board may require enhanced architectural treatment on any or all building elevations. In reviewing the Plans and Specifications, the Review Board may take into consideration, among other things, the following:

The suitability of the proposed Home or other structure in the Subdivision;

The design, layout, elevation and the materials of which the home or improvement is to be constructed;

The location of the improvements upon the Lot and within the Subdivision, including in relation to other Homes and improvements in the Subdivision;

The harmony and Home diversity with surrounding structures in the subdivision, including the view from and of other Lots;

The exterior appearance of the Home including roofing materials and the color scheme; and

The compliance of the Home or other structure with the standards set forth in these Protective Covenants.

The decision of the Review Board shall be final and binding with regard to approval or disapproval of the Plans and Specifications. The Review Board does not review nor is it responsible for the technical, engineering, mechanical or structural nature of the design, nor for the components

of the building plans, functional layout of the Lot, drainage plan, home elevation or other non-aesthetic features, nor for compliance with any applicable ordinances, easements, etc.

4.5 Approval. If the Plans and Specifications are approved, the Review Board shall notify the Lot Owner and/or Home builder in writing via electronic mail at the address provided by the Lot Owner. A copy of the approval letter and associated plans shall be submitted to the Village Building Inspection Department prior to receiving a building permit. Matters which require approval of the Review Board may also require approval of the Village. Obtaining approval from the Review Board and from the Village is the sole responsibility of the Lot Owner. Approval by the Review Board shall not be deemed approval by the Village, and approval by the Village shall not be deemed approval by the Review Board. Review Board interpretations of Village ordinances are not binding on the Village.

4.6 Disapproval. If the Review Board disapproves of Plans and Specifications, the Review Board shall specify the reasons for such disapproval to the Lot Owner or Home builder in writing. The Lot Owner shall then be entitled to submit revised Plans and Specifications for review by the Review Board. The decision by the Review Board to approve or disapprove Plans and Specifications shall be final and conclusive. The Review Board members shall not be liable for actions taken or decisions made in performing its duties.

4.7 Waiver. The Review Board shall be entitled to grant a waiver or a variance from the requirements of these Protective Covenants and the standards set forth herein upon written application by the Lot Owner, specifying the requested waiver or variance and the reasoning associated with the request, therefore to the Review Board as a part of a submission of Plans and Specifications to the Review Board. The Review Board may grant the waiver or variance for reasons deemed adequate and reasonable to the Review Board, and in consideration of the purposes of these Protective Covenants as set forth in Article 2. The decision of the Review Board shall be final and binding with regard to any waiver or variance, whether or not such waiver or variance is specifically granted by the Review Board in writing, or is a part of or necessitated by Plans and Specifications approved by the Review Board.

4.8 Home Diversity. Homes too alike in appearance, with similar front elevations or colors, that are not at least two shades different, will not be approved on abutting lots or on lots directly across the street ("Abutting Lots"). The Review Board shall consider proximity of similar homes within the development, construction materials and color, minimizing long blank walls whenever possible, sightlines, driveway location, massing, roof lines and window and door size, shape and placement when reviewing and approving Home Plans and Specifications for homes on Abutting Lots.

4.9 Home Size. The total minimum finished living area of a Home on a Lot shall not be less than the following:

(a) Area 1 (Lots 1 through 6 and Lots 35 through 58)

Ranch: 1,850 square feet

Multi-story: 2,200 square feet

(b) Area 2 (Lots 18 through 26)

Ranch: 1,650 square feet

Multi-story: 2,000 square feet

(c) Area 3 (Lots 7 through 17 and Lots 27 through 34)

Ranch: 1,450 square feet

Multi-story: 1,650 square feet

The design of a multi-story Home shall allocate the square footage in a way that is architecturally attractive and the square footage of the first floor shall not appear to be less than the square footage of the garage.

4.10 Home Square Footage Measurement. The finished living square footage of a Home shall be measured along the perimeter of the Home at and above grade (measured along the exterior walls exclusive of garages, porches, patios, breezeways and similar additions).

4.11 Attached Garage. Each Home shall have an attached garage of no less than 480 square feet, for not fewer than two and one half (2 ½) cars and for no more than three (3) cars visible from the road fronting the Home. Garage and service doors, located on the side or rear of the Home, must have a raised panel or similar design.

4.12 Building Materials. Lot Owners shall construct the exterior walls and attached garage with full or thin-cut brick, natural or cultured stone, stucco, wood, or other natural materials which include but are not limited to textured engineered wood, composite and cement board material, all of which must be approved by the Review Board. Vinyl siding is prohibited. Metal siding with a wood grain pattern may be used on a limited basis as an accent material upon approval by the Review Board. Six-inch minimum wide wood, fiber cement or composite corner boards shall be constructed on all exterior outside corners on the front elevation of the Home and four-inch minimum wide corner boards shall be constructed on all exterior outside corners of the side and rear elevations. Upon approval of the Review Board, the corner board requirement may be waived when the corner boards are located adjacent to board and batten siding. Masonry material is required on each Home in an amount that is architecturally appropriate for the design of the Home and shall terminate at a corner board a minimum of six inches wide on the front elevation and a minimum of four inches on the side elevations. Fireplace vents shall be flush with the exterior wall and located on the side or the rear wall of the home or the rear roof line. Aluminum fascia and soffit material is allowed.

4.13 Windows. Windows may be wood, vinyl or aluminum clad. A minimum of two windows shall be located on each Home elevation. The Review Board may require additional windows or other architectural features on walls that would otherwise be featureless and shall place more importance on an attractive, balanced exterior design than over concerns about design or placement of interior features. Trim of at least six (6) inches in width on the front elevation and four (4) inches in width on the side and rear elevations must be used on all windows without shutters and on all doors, vents, and louvers. Windows with shutters shall use a decorative headboard of a natural material measuring at least six (6) inches in width and a windowsill board of a natural material at least four (4) inches in width.

4.14 Roof. All roof material shall be at least a 30-year equivalent, architectural dimensional shingles with shadow lines, staggering and varying color shade as deemed acceptable by the Review Board. The roofs on all Homes must have a minimum pitch of six (6) feet in height for each twelve (12) feet in length (6/12) or greater on the main/front to back pitch of the Home and a minimum pitch of eight (8) feet in height for each twelve (12) feet in length (8/12) or greater on the

side/side pitches of the Home, including all front facing gables. At their discretion, the Review Board may approve a front to rear roof pitch of less than 6/12 on homes with a dual pitch roof.

4.15 Setbacks. The required minimum building setbacks are as follows:

Street Setback	30 feet
Side Setback (Lots 18 through 58)	10 feet
Side Setback (Lots 1 through 17)	8 feet, total of 18 feet with a minimum of 18 feet between setbacks on adjacent Lots
Rear Setback	25 feet
Driveway	5 feet

4.16 Driveways. Driveways shall be approved in advance by the Review Board and shall comply with all Village of Dousman requirements as to minimum clearances and setbacks from structures and side property lines. Driveways more than 22 feet wide at the property line will generally not be approved. Within twelve (12) months from the issuance of an occupancy permit, the driveway on the Lot must be paved with concrete or brick pavers. In no event shall parking slabs be permitted unless a waiver or variance is granted by the Review Board.

4.17 Lot Grading, Landscaping, Driveway and Sidewalk Bond. At the closing of each Lot, the Lot Owner shall deposit $2,000 with the Developer as a lot grading, erosion control, landscaping, driveway and sidewalk bond ("Bond") to ensure each Lot Owner complies with Sections 4.16, 5.4, 5.5, 5.6 and 5.7 of these Protective Covenants and for the repair of any curb or sidewalk damage caused by the Lot Owner or the Lot Owner's builder or landscape contractor during the construction of the Home. If the grading, landscape installation and driveway construction have all been completed within 12 months of occupancy per the approved Plans and Specifications, and no damage was caused to the curb or sidewalk, the Bond will be returned in full to the Lot Owner. If the grading, landscaping and/or driveway have not been constructed within 12 months of occupancy or have not been constructed according to the approved Plans and Specifications, or the curb or sidewalk was damaged by the Lot Owner, or the Lot Owner's builder or landscape contractor, the Developer reserves the right, but not the obligation, to finish grade the Lot, install the minimum landscaping, construct the driveway and repair the curb and sidewalk ("Bond Work"), by drawing upon the Bond and performing the necessary work. The Developer will notify the Lot Owner in

writing as to the estimated amount required to perform the Bond Work ("Bond Work Estimate"). The Developer shall retain the Bond until all the Bond Work has been completed per the approved Plans and Specifications and all repair work has been completed. Upon written request of the Lot Owner, Developer shall return any balance remaining in the Bond, after the payment for all Bond Work has been made, to the Lot Owner within sixty (60) days after completion of the Bond Work. Any cost exceeding the Bond shall be paid by the Lot Owner to the Developer within thirty (30) days after billing. Any unpaid balance may be charged as a fine and enforced as set forth in these Covenants and the By-Laws for the Association, including by filing a maintenance lien against the Lot, or may be enforced by way of a construction lien filed against the Lot. In any case, the Lot Owner who purchased the Lot shall also be personally liable for any cost exceeding the Bond even if that particular person no longer owns the Lot.

ARTICLE 5. SUBDIVISION STANDARDS.

5.1 General. All Lots in the Subdivision shall be subject to the standards set forth herein. Homes that are too similar in appearance will not be permitted to be constructed in close proximity to one another.

5.2 Construction. During construction of a Home or any other improvement, the construction site shall be kept free of refuse and litter. Rubbish and construction materials shall be stored on the site only as long as necessary under the circumstances. Any natural vegetation and tree debris removed during the stripping of the building pad shall be removed immediately. Construction sites shall remain as organized and neat in appearance as possible throughout the construction period. The Lot Owner shall clean up any debris within forty-eight (48) hours after receiving a notice from the Village or Developer. If any mud, stone, dirt or other debris is deposited within the public right of way during construction of the home or landscaping, the same shall be immediately cleaned and removed by the Lot Owner at the Lot Owner's sole expense.

5.3 Completion; Occupancy. Any Home construction on any Lot in the Subdivision shall be enclosed and under roof with the finished exterior material in place within twelve (12) months after issuance of a building permit by the Village of Dousman. No Home shall be occupied until the exterior surfacing of the Home is completed and the Lot is finished to rough grade, except when

weather does not allow, then rough grading shall be completed as soon as practicable when weather allows.

5.4 Lot Grading. Each Lot Owner must strictly adhere to and finish grade the Lot in accordance with the Master Grading Plan or any amendment thereto approved by the Village Engineer on file in the Office of the Village Clerk. All fill materials shall be leveled immediately upon completion of the Home and shall be graded and contoured in accordance with the Plans and Specifications. The Developer and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance or correction of any drainage condition, and the Lot Owner is responsible for cost of the same. Final grading of a Lot shall be completed within two (2) months following the date of occupancy of a Home, except when weather does not allow, then final grading shall be completed as soon as possible when weather allows. Any amendment to the Master Grading Plan proposed by a Lot Owner must be accompanied by a grading plan for the Lot, and the grading plan must first be approved by the Review Board and then by the Village Engineer. Any Lot Owner who fails to adhere to the requirements set forth in this Section 5.4 or in Section 5.5 shall be personally liable for any and all consequences of such failure including but not limited to the cost of any required corrective measures. In addition, the Developer or the Association may fine the Lot Owner or otherwise pursue all available remedies set forth in these Protective Covenants or the By-Laws for the Association.

5.5 Erosion Control and Surface Drainage. During construction of a Home on a Lot, each Lot Owner shall take adequate measures and shall comply with all applicable erosion control ordinances. The topography and ground elevation of each Lot shall be finished as required by the Plans and Specifications approved by the Review Board for the efficient discharge and drainage of surface groundwater throughout the Subdivision.

5.6 Walkways. All walkways must be installed within twelve (12) months of the issuance of an occupancy permit by the Village for any Home; walkways shall be constructed with concrete, brick pavers or other hard and impervious paving substance approved in advance by the Review Board.

5.7 Landscaping. Each Lot Owner is required to fully seed or sod its Lot, and complete all landscaping, within twelve (12) months of the issuance of an occupancy permit by the Village of Dousman. A detailed landscaping plan must be submitted to and approved by the Review Board prior to installing or replacing any landscaping on the Lot, and such landscaping plan shall provide for the installation of planting beds, including at least a total of twelve (12) shrubs or bushes planted around the foundation of the home and two trees planted in the front or side yards having a minimum caliper of 2 ½ inches at the time of planting.

5.8 Fences and Walls. No fence or wall shall be permitted except for around in-ground swimming pools and except for fences located in the side or rear yard of the Lot, so long as the fence is located behind the plane of the rear elevation. In addition, fences on corner Lots shall not extend past the plane of the right or left elevation adjacent to the street. In order to construct any fence or wall, the Lot Owner shall submit Plans and Specifications, including materials, colors, location and any additional landscaping, to the Review Board, and such Plans and Specifications must be approved in writing by the Review Board. Approval may be given only for fences of an open type of construction with a black wrought iron appearance, which are no more than five (5) feet in height and incorporate additional landscaping in front of that part of the fence that can be seen from a road abutting the Lot. On a case-by-case basis, the Review Board, in its sole discretion, may consider and approve the construction of a fence of an appearance other than black wrought iron. Chain link and privacy fences, and fences of any material other than those with a wrought iron appearance, are strictly prohibited. Approval may be given for retaining or landscape walls if such walls are constructed of stone, brick or other similar natural material. The Review Board has the right to deny any and all fence requests at their sole discretion.

5.9 Swimming Pools/Spas. Swimming pools, hot tubs or spas may be installed, altered or modified only with the prior written approval of the Review Board. Above ground swimming pools shall not be permitted. All swimming pools shall comply with all Village of Dousman Ordinances, including but not limited to Village Code Section 17.20(3).

5.10 Mailboxes. At the time of closing of the Lot purchase, a mailbox within a cluster shall be purchased by the Lot Owner from the Developer, or a supplier designated by the Developer, and installed by the Developer in a location to be determined by the US Postal Service.

5.11 Outbuildings and Accessory Structures. Other than Homes and other structures and improvements approved in advance by the Review Board pursuant to Section 4.1, no structure of any kind, including, but not limited to, storage bins, skateboard ramp, stable, barn or kennel shall be moved onto or constructed upon any Lot within the Subdivision. One shed or other structure, such as a pergola or pool house, may be allowed with prior written approval of the Review Board provided the structure is no more than 150 square feet, is constructed on a concrete foundation, consists of only one floor and is located no closer than ten feet from the Home. The exterior materials and design shall be architecturally consistent with the Home on the Lot and the roof pitch must match the roof pitch of the Home. Accessory structures shall be located behind the Home, or in such a manner so as to minimize the visibility from the road in front of or to the side of the Home, or in a location as determined by the Review Board in their sole discretion. The Review Board may require landscaping around the accessory structure on a case-by-case basis. The Review Board shall review the Lot Owner's proposed landscaping around the accessory structure, which shall be consistent with the existing landscaping on the Lot. Accessory structures shall comply with all Village Ordinances or other applicable regulations.

5.12 Antennas/Satellite Dishes/Solar Panels. External antennas or satellite dishes, less than thirty (30) inches in diameter, and solar panels of any type or for any purpose may be installed and maintained on a Lot in the Subdivision only with the prior written approval of the Review Board. In no event may any antenna, satellite dish or solar panel be installed so that it is visible from the street in front of or on the side of the Home, in the case of a corner Lot. Any proposal for any such installation must be submitted to the Review Board for approval, and shall show the size, location and appearance of such installation. The Review Board may deny the installation of any such devices that may have a negative impact on surrounding Homes, in the sole discretion of the Review Board.

5.13 Signs. All signs must meet the requirements of the Village Ordinances and no sign of any kind shall be displayed to the public view except as follows:

(a) A sign placed on a Lot by a Lot Owner or the real estate agent of the Lot Owner advertising the property for sale. No such sign shall exceed 6 square feet in size.

(b) A sign erected on a Lot by a builder/contractor of a Home in the Subdivision during the time the Home is under construction. No such sign shall exceed 6 square feet in size.

(c) A sign placed on a Lot by a builder advertising a Home as a "model home".

(d) A sign placed on an Outlot or easement by the Developer advertising the Subdivision.

5.14 Motorized Vehicles. A maximum of two (2) four-wheel passenger vehicles or motorcycles may be parked on a Lot outside of a garage in the Subdivision. No other vehicles, lawn or farm equipment, recreational vehicle, trailer, boat, boat trailer or similar vehicle or equipment shall be parked or stored on any Lot other than in a garage. No commercial vehicles, including semi-tractors or trailers, dump trucks, delivery trucks, work vehicles containing a business logo or equipment, and similar vehicles, irrespective of ownership, may be parked or stored on a Lot other than temporarily for the delivery of materials or merchandise, and other than during temporary periods of construction or remodeling upon the Lot. Snowmobiles, trail bikes, dune buggies, off-street motorized vehicles and recreation vehicles of any kind shall not be operated on any Lot, Outlot, Common Area or any other area within the Subdivision.

5.15 Animals. No animals, livestock, poultry or pigs of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept in a manner that will not disturb the quality of life and the environment of the Subdivision.

5.16 Nuisances. No noxious or offensive odor, activities or conditions shall be created, conducted or permitted to exist in, on or about any Home or Lot, which may be, or may become, an annoyance or nuisance to the neighborhood or which may cause any noise which disturbs or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

5.17 Post Lights. A post light shall be purchased from the Developer at closing and installed in a location to be determined by the Developer within twelve (12) months of receiving an occupancy permit from the Village of Dousman. The post light shall have a photocell sensor to automatically turn the light on between dusk and dawn and shall be hard wired to the Home with no on/off switch.

5.18 Stormwater Facility Maintenance. The Association shall be responsible for the

maintenance of all stormwater facilities located in the Common Areas and Outlots in accordance with the Talbot's Woods Single Family Phase 1 Storm Water Management Practice Maintenance Agreement recorded in the Waukesha County Register of Deeds office on August 7, 2024 as Document No. 4778454, attached hereto and incorporated herein as Exhibit C ("Maintenance Agreement"), and any amendment thereto. The cost of the stormwater facility maintenance is subject to a Cost Sharing Agreement between the Association and the Talbot's Woods Condominium Association, Inc., attached hereto and incorporated herein as Exhibit D.

5.19 Garbage and Refuse Storage and Disposal. No Lot shall be used or maintained as a dumping area for trash, garbage, refuse or debris of any kind. All trash, garbage, recycling or waste materials shall be kept in sanitary containers either inside the garage or when outside, in sanitary containers adjacent to the Home, suitably screened from view from streets and adjoining Lots. Outside incinerators are not permitted.

ARTICLE 6. TERM AND AMENDMENT.

6.1 Term. These Protective Covenants shall be in full force and effect for a period of thirty (30) years from the date these Protective Covenants are recorded, after which time these Protective Covenants shall automatically be extended for successive periods of ten (10) years each; provided, however, that an instrument terminating these Protective Covenants, if signed by Lot Owners possessing a majority of the votes available in the Association, shall be effective as of the end of the original term or ten (10) year extension within which it is recorded. The Protective Covenants herein which benefit the Village of Dousman shall have an unlimited and perpetual duration, unless terminated by the Village of Dousman in writing that is duly recorded in the office of the Waukesha County Register of Deeds.

6.2 Amendment. These Protective Covenants may be amended at any time by the signature and recording of an amendment to these Protective Covenants by owners possessing 67% of the votes available in the Subdivision; provided, however, that no further amendment to or modification of these Protective Covenants shall be effective unless such amendment is approved in writing by the Developer, if Developer still owns a Lot. In addition, notwithstanding anything to the contrary in this Section 6.2, until the initial conveyance of all Lots in the Subdivision, Developer in its sole capacity and without any votes from owners may amend any terms in the Protective

Covenants for any reason, including but not limited to for purposes of clarification, correction of errors and omissions and to otherwise implement the intent of the Covenants. An amendment shall take effect upon the date of the recording thereof.

ARTICLE 7. EASEMENTS.

7.1 Utility Easements. Developer hereby declares, creates and reserves easements over each Lot and Outlot in the Subdivision, depicted as "Utility Easement Area" on the Plat, for purposes of underground installation and maintenance of electric, gas, telephone, cable television, internet and such other utilities or lines and equipment as may be necessary or desirable to service Lots within the Subdivision ("Utility Easements"). The Utility Easements are shown on the Plat or on a separate easement instrument recorded in the Waukesha County Register of Deeds. Developer further reserves the right to sign and record specific grants of easements to utility companies or similar entities on standard terms and conditions, which easements shall in all cases be located as described or reserved on the recorded plat for the Subdivision or on a separate easement document.

7.2 Drainage Easements. Developer hereby declares, creates and reserves for itself, its successors, and assigns, the Association and the Village, forever, a non-exclusive easement and related covenants, for the benefit of Lot Owners and the Association, located on and over part of Lots 1 through 21, 23, 26 through 33, 36 and 41 through 45, over all of Outlot 7 and over part of Outlot 8 ("Drainage Easements"), including the right and authority of ingress and egress, to use, operate, maintain and repair and reconstruct stormwater ponds and other associated stormwater drainage facilities including, but not limited to, culverts, storm sewers, drainage ditches and swales, other drainage facilities and tributary connections ("Storm Water Facilities"). The Drainage Easements are depicted on the Plat as "20' Wide Drainage Easement", "Variable Width Drainage Easement", "20' Wide Storm Water Pond Access Easement" and "Drainage Easement". The Association, its successors and assigns, agrees to maintain the Storm Water Facilities in accordance with the Maintenance Agreement. Developer hereby grants the Association, the Lot Owners, and the Village the right, in perpetuity, to enter the Drainage Easements, in a reasonable manner and at reasonable times, for the purpose of inspection, maintenance and repair of the Storm Water Facilities. No buildings or other improvements, pavement or landscaping may be placed in, upon or over the Drainage Easement.

7.3 Recreational or Other Easements. Developer, or its successors and assigns, including the Board of Directors of the Association, shall have the right to (i) grant easements upon, over, through and across any Common Area or Outlot controlled or owned by the Association or Lot Owners in common with one another, as may be required for the relocation of the Glacial Drumlin Trail or by any type of utility services, including but not limited to, electric, gas, cable television, phone or internet service, which easements may be granted by or to the Association or its nominee as may be necessary for excavation and construction of any of the services to be provided by the easements; and (ii) grant easements, upon, over, through or across any Common Area or Outlot for ingress and egress to or from the Common Area or Outlot or for recreational purposes across the Common areas provided such proposed use would not have a material adverse impact on the Common Areas or an applicable Outlot.

7.4 Vacant Lot Maintenance Easement. Prior to a Lot Owner building a Home and/or completing the required landscaping, the Lot Owner shall be responsible for maintaining the Lot by trimming weeds and grass to a height not exceeding twelve (12) inches. If the Lot Owner fails to trim the weeds and grass as required, the Lot Owner hereby authorizes and consents to the Developer or Association trimming the weeds and grass and charging the Lot Owner the actual cost to provide such service plus a thirty percent (30%) administrative fee, along with any other costs and fees, including reasonable attorney fees, incurred by the Developer or the Association in enforcing this Section 7.4. Developer hereby declares, creates and reserves a vacant lot maintenance easement to the Village granting the Village the right, but not the obligation, to enter upon any vacant Lot in the Subdivision in order to inspect, repair or restore any part of the Lot the Village deems necessary so that the Lot is in compliance with all applicable provisions of the Village Municipal Code. A vacant Lot shall include any Lot that does not have an occupied Home at the time of inspection, repair or restoration. All actual costs as may be reimbursed pursuant to the applicable section of the Village Municipal Code, incurred by the Village in exercising its right to inspect, repair or restore the Lot, shall be borne by the owner of the Lot and if not paid by such Lot Owner within forty-five (45) days of receipt of any invoice, may be placed against the tax roll for the Lot and collected as a special assessment or a special charge by the Village.

7.5 Landscape Easement. Developer hereby declares, creates, and reserves for the benefit of itself and its successors and assigns, the Lot Owners and the Association, forever, a non-exclusive, perpetual easement over Outlot 13, as depicted on the Plat as "Landscape Easement", including the right and authority to enter upon the Landscape Easement area to build, install, repair, replace, rebuild and maintain the landscaping, including but not limited to, entrance monuments and signs, lighting, trees, shrubs, plants and any other landscaping. No Lot Owner shall alter or remove any landscaping, structure, or soil or other item from the Landscape Easement, nor in any way add to, disturb, alter, or cause any improvement to be made to the Landscape Easement without approval of the Association.

7.6 Pedestrian and Bicycle Path Easement. Developer has granted a Pedestrian and Bicycle Path Easement to the Association and to the Village by virtue of an easement document recorded in the Waukesha County Register of Deeds office and as shown on the Plat for the purpose of private pedestrian and bicycle access and to maintain, including snow plowing as necessary, operate, repair and inspect the improvements located within the Pedestrian and Bicycle Path Easement.

7.7 Sanitary Sewer and Water Main Easement. Developer has granted a Permanent Sanitary Sewer and Water Main Easement to the Village by virtue of an easement document recorded in the Waukesha County Register of Deeds office and as shown on the Plat for the purpose of ingress and egress, construction, maintenance, cleaning, flushing and repair of sanitary sewers and water pipe lines, valves, hydrants, main laterals and service laterals, together with all necessary and appurtenant underground equipment, necessary or convenient for the Village's general plan for the transmission and distribution of water and for sewage disposal. The Village, its agents and contractors, shall have the right to enter the easement area for the purpose of exercising its rights under this Easement. The Village shall provide Grantor twenty-four (24) hours prior written notice before commencing any construction, maintenance, or repair activities within the Easement Areas; provided, however, that in the event of an emergency, only such advance written notice as may be reasonable under the circumstances shall be required. Developer, Lot Owners and the Association agree that no structures or improvements shall be erected in the easement areas so as to interfere with the construction, operation, installation, maintenance, inspection, and/or repair of the water and

sewer infrastructure. Notwithstanding anything herein to the contrary, Developer and Association may install, maintain and replace landscaping including trees and signs along the edge of the easement areas, if appropriate, as long as said landscaping does not interfere with the Village exercising any of its rights under this Easement or interfere with the Village's access to the easement areas.

7.8 Vision Corner Easement. Developer hereby declares, creates and reserves an easement over Outlots 3 and 14, identified on the Plat as "90'x180' Vision Corner Easement" ("Vision Corner Easement"). No structure or improvement of any kind is permitted within the Vision Corner Easement. No vegetation within the Vision Corner Easement may exceed thirty (30) inches in height.

7.9 Glacial Drumlin Trail Easement. Developer has granted an 18' Wide Glacial Drumlin Trail Easement to the Wisconsin Department of Natural Resources by virtue of an easement document recorded in the Waukesha County Register of Deeds office and as shown on the Plat for the purpose of public access and to maintain, operate, repair, replace and inspect the improvements located within the Glacial Drumlin Trail Easement.

ARTICLE 8. ASSOCIATION OF LOT OWNERS.

8.1 Homeowners Association. The Developer has created a non-profit Wisconsin corporation known as Talbot's Woods Homeowners Association, Inc. (the "Association"), which corporation was formed for the purpose of maintaining the Subdivision storm water facilities, landscaping, mailboxes, pedestrian and bike trails, Common Area and any other real estate for which the Association is responsible together with any other amenity that may be provided by the Developer or the Association from time to time. The Association shall assess the pro rata share of the costs of such maintenance and other expenses of operation of the Association against the individual Lot Owners in accordance with terms set forth in the Articles of Incorporation and Bylaws of the Association attached hereto incorporated herein as Exhibit E and Exhibit F respectively.

8.2 Membership and Voting. Each Lot Owner, whether one or more, shall be a member of the Association, but each Lot shall represent one (1) vote only in the affairs of the Association, regardless of the number of owners of the Lot (if more than one (1) owner, the vote of a majority of the owners shall represent the vote of such Lot). Person(s) owning more than one (1) Lot shall have

one (1) vote for each such Lot owned. Membership in the Association by a Lot Owner shall terminate at such time as such Owner sells or otherwise conveys or transfers such Lot.

8.3 Directors and Officers of the Association. The Developer shall have the right to appoint an initial board of up to three (3) directors of the Association. If not appointed by the Developer, the initial board, shall be elected by the Lot Owners. Whether appointed or elected, the directors shall serve as provided in the By-Laws. After the Developer has sold the final Lot in the Subdivision, or at such earlier time as determined by the Developer in its sole discretion, the Association shall be turned over to the Lot Owners. At such time, subsequent directors will be elected or appointed as provided in the By-Laws of the Association. The officers of the Association will be elected annually by the Board of Directors.

8.4 Operating Budget. Commencing when the Association begins collecting assessments, as solely determined by the Developer, and continuing for each year thereafter, the Association shall prepare and adopt an operating budget covering the period January 1st through December 31st of such year. The budget shall be prepared and adopted by the Board of Directors before the beginning of the subsequent year, and shall be mailed or electronically mailed to each Lot Owner as soon as reasonably possible prior to the annual meeting of the Association. In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, as contained in the annual budget, for the purposes of payment of costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, taxes and insurance on any Common Area and Outlots, the cost of maintenance, repair, replacement and additions to subdivisions entrance monuments, landscaping, bicycle and pedestrian paths, mailboxes and storm water facilities, and the cost of materials, management and supervision. Each Lot Owner shall pay the assessment within thirty (30) days of the Association providing the Lot Owner written notice of the amount of the assessment. Any assessment not paid when due shall accrue interest at the rate of eighteen percent (18%) per annum. The Association shall be entitled to enforce the assessment by any lawful means, including but not limited to the filing of a lien against an owner's Lot and to foreclose the same, in the same manner as a condominium lien, or as otherwise provided by law. A Lot Owner shall be responsible for all of the Association's costs and expenses, including

reasonable attorneys' fees, incurred by the Association to collect unpaid assessments or any other amounts that are owed by the Lot Owner under these Protective Covenants.

8.5 Tax Foreclosure. In the event Waukesha County or the Village acquires title to any Lot in the Subdivision through the foreclosure of a lien for delinquent taxes, the Association assessments pertaining to such Lot shall not be charged to Waukesha County or the Village, but shall be paid by all remaining Lot Owners through increased assessments by the Association.

8.6 Maintenance of Common Areas. The Association shall at its cost maintain in good condition and repair and replace and operate all Common Areas, including all Outlots, and easement areas in the Subdivision, except each Lot Owner shall be responsible for mowing and generally maintaining the ground area in any easement located on their Lot. In the event the Association does not properly landscape or maintain any Common Area and/or Outlot and/or signage, the Village may send written notice to the Association indicating that the Village has determined that the Common Area and/or Outlot and/or signage is 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 Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Common Area and/or Outlot and/or signage is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village shall then have the authority, but not the obligation, to landscape and/or maintain any such Common Area and/or Outlot and/or signage referred to in said notice and shall have the right to charge the Lot Owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Lot Owner within the period fixed by the Village, charges shall become a lien upon the Lot Owner's Lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Lot Owner's Lot as provided in Section 66.0627, Wis. Stats.

8.7 Ownership of Outlots. Each Lot shall have an appurtenant undivided interest in Outlots 1 through 10 and 13 through 16 inclusive. The numerator for the undivided interest shall be one and the denominator shall be the total number of Lots subject to these Protective Covenants. Each Lot shall be responsible for its proportional share of taxes assessed against the Outlots if the

Association taxes are not otherwise paid. All deeds and other conveyances of any Lot shall be deemed to include such undivided interest in the Outlots expressed herein, whether or not so specifically stated in any such deed or other conveyance.

ARTICLE 9. MISCELLANEOUS

9.1 Disclaimer. Although the Developer is implementing these Protective Covenants with the intentions set forth above, the Developer makes no assurances, representations or guaranty that the stated intentions of these Protective Covenants shall be achieved, or as to the ultimate value of Lots in Talbot's Woods or as to any stability or increase in value as a result of the imposition of these Protective Covenants.

9.2 No Reversion of Title. No violation or breach of any covenant, condition, restriction or other term of these Protective Covenants shall cause a Lot Owner to lose title to a Lot.

9.3 Enforcement. Enforcement of these Protective Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of these Protective Covenants, either to restrain violation or to recover damages, or both. Any such action may be brought by the Association, any Lot Owner possessing a vote in the Association, the Developer or the Village. Enforcement of rules and regulations of the Association may also be accomplished pursuant to terms of the Association By-Laws. Notwithstanding the above, if any Lot Owner violates any of the restrictions or covenants herein contained and fails to cure said violation after ten (10) days written notice from the Association, the Association may assess a fine of not less than Twenty-Five and 00/100 Dollars ($25.00) per day per violation against the Lot Owner. The Association may, in its sole discretion, amend the forfeiture amount set forth in this Section 9.3. The Village shall have no obligation to enforce all or any portion of these Protective Covenants.

9.4 Severability. Invalidation of any of the provisions of these Protective Covenants by judgment or court order shall in no way affect any other provisions herein, which other provisions shall remain in full force and effect.

9.5 Binding Effect. These Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of the Developer, all Lot Owners and their heirs, successors, and assigns, and any party hereafter having any interest in any of the Lots in the Subdivision, for the full term of these Protective Covenants.

9.6 Applicable Laws. The Developer, its successors and assigns, all Lot Owners, and all parties hereafter having an interest in the Property are subject to all rules, codes, regulations and ordinances of the Village of Dousman, the County of Waukesha, the State of Wisconsin and the federal government and the same may be more restrictive than these Protective Covenants. In the event there is a conflict between the requirements of these restrictions and any provision of any Village, County, State or Federal law or regulation, the more restrictive shall apply.

9.7 Development Agreement. The Subdivision is subject to the Development Agreement, as may be further amended, on file with the Village Clerk of the Village of Dousman and recorded in the Waukesha County Register of Deeds.

9.8 Attorney Fees. If the Developer or Association brings any action or proceeding to enforce the terms of these Protective Covenants or to collect any monies due and owing hereunder, the Developer and Association, as applicable, shall be entitled to recover its reasonable attorney's fees and costs incurred in the action or proceeding.

SIGNATURES ARE LOCATED ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Developer has signed and sealed this instrument by its duly authorized representatives.

MLG Dousman Investment, LLC

By: _____
Timothy J. Wallen, President

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

Personally came before be this 30 day of September, 2025, the above-named Timothy J. Wallen, President of MLG Dousman Investment LLC, who executed the foregoing instrument and acknowledged the same as the act and deed of said entity.

Chelsey C Engibous
Notary Public, ~~Racine~~ Waukesha County, State of Wisconsin
My Commission: 3/15/2027

CHELSEY C. ENGIBOUS
Notary Public
State of Wisconsin

This was document drafted by and after recording should be returned to:
Paul J. Hinkfuss
MLG Dousman Investment LLC
19000 W. Bluemound Road
Brookfield, WI 53045

EXHIBIT A

Legal Description

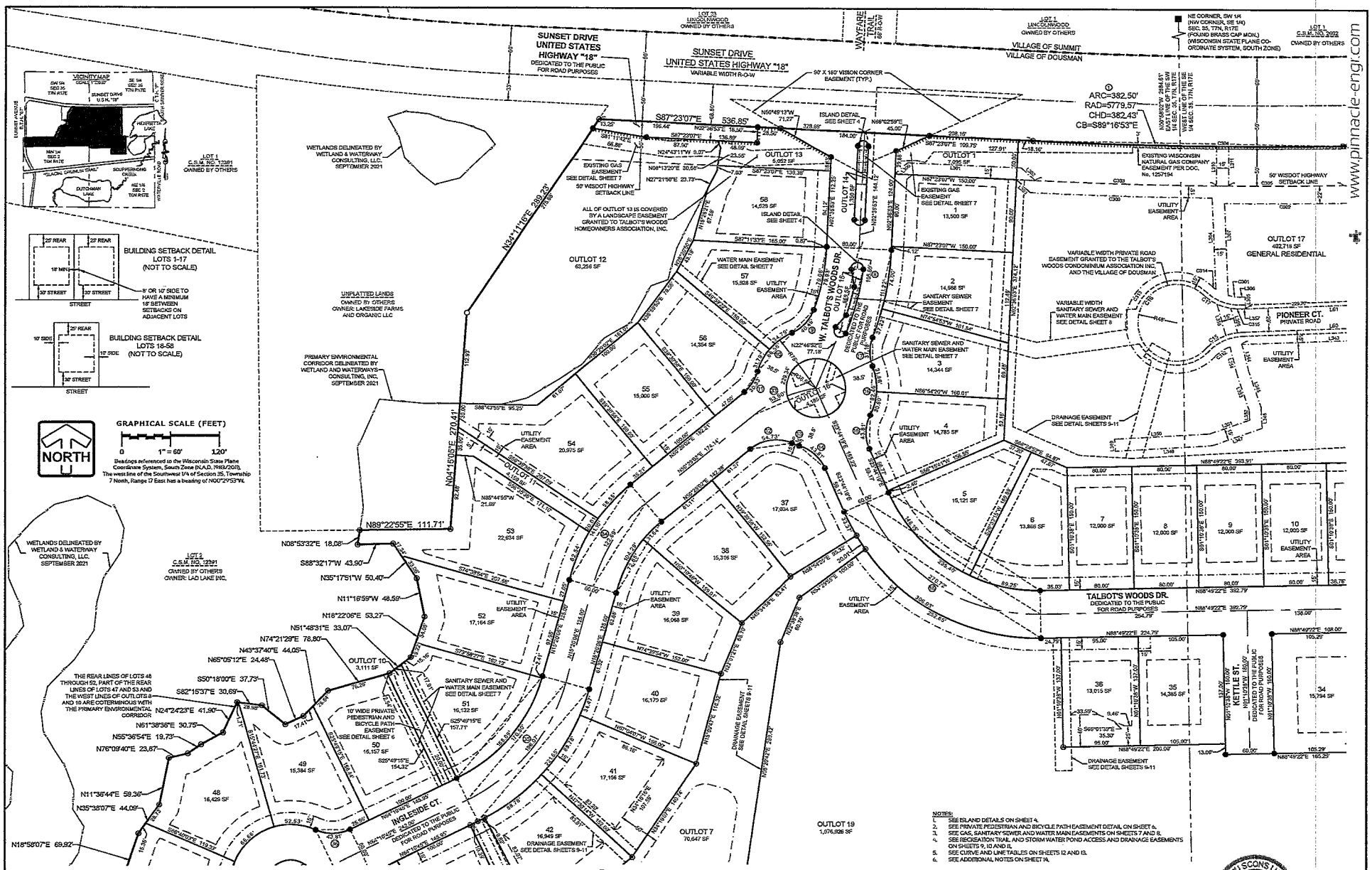
Talbot's Woods

Legal Description:
Lots 1 through 58 and Outlots 1 through 12 in Talbot's Woods, as recorded on 10/01, 2025, in the Register of Deeds office for Waukesha County as Document No. 4839736, being a part of the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 2, Town 6 North, Range 17 East and the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 35, Town 7 North, Range 17 East, Village of Dousman, Waukesha County, Wisconsin.

EXHIBIT B

Talbot's Woods Final Plat

(Attached)



Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
WWW.PINNACLE-ENGR.COM

Owner/Developer
MLG Dousman Investment LLC.
Attn: Joseph Bukovich
19000 W. Bluemound Road
Brookfield, WI 53045
PH: 262-424-5997

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

TALBOT'S WOODS

BEING ALL OF LOT 1 OF C.S.M. No. 12546 AND ALL OF LOTS 3 AND 4 OF C.S.M. No. 12391 AND ADDITIONAL LANDS ALL LOCATED IN THE NE 1/4 AND NW 1/4 OF THE NE 1/4 AND THE NE 1/4 AND NW 1/4 OF THE NW 1/4 OF SEC. 2, T6N, R17E, AND THE SE 1/4 AND SW 1/4 OF THE SE 1/4 AND THE SE 1/4 AND SW 1/4 OF THE SW 1/4 OF SEC. 35, T7N, R17E, VILLAGE OF DOUSMAN, WAUKESHA COUNTY, WISCONSIN

LEGEND:
- Denotes Found 1" Iron Pipe
- Denotes Found 3/4" Iron Rod
- Denotes Set 1-1/4" X 18" Iron Rebar, 4.3 LBS./FT.
- SF Denotes lot areas to the nearest square foot.
- Denotes No Access

All other corners set are 3/4" x 18" Iron Rebar, 1.5 LBS./FT.

All distances computed to the nearest 0.01'
All angles computed to the nearest 00°00'00.05" and measured to the nearest 00°00'01"

NOTES:
1. SEE ISLAND DETAILS ON SHEET 4.
2. SEE PRIVATE PEDESTRIAN AND BICYCLE PATH EASEMENT DETAIL ON SHEET 6.
3. SEE GAS, SANITARY SEWER AND WATER MAIN EASEMENTS ON SHEETS 7 AND 8.
4. SEE RECREATION TRAIL AND STORM WATER POND ACCESS AND DRAINAGE EASEMENTS ON SHEETS 9, 10 AND 11.
5. SEE CURVE AND LINE TABLES ON SHEETS 12 AND 13.
6. SEE ADDITIONAL NOTES ON SHEET 14.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

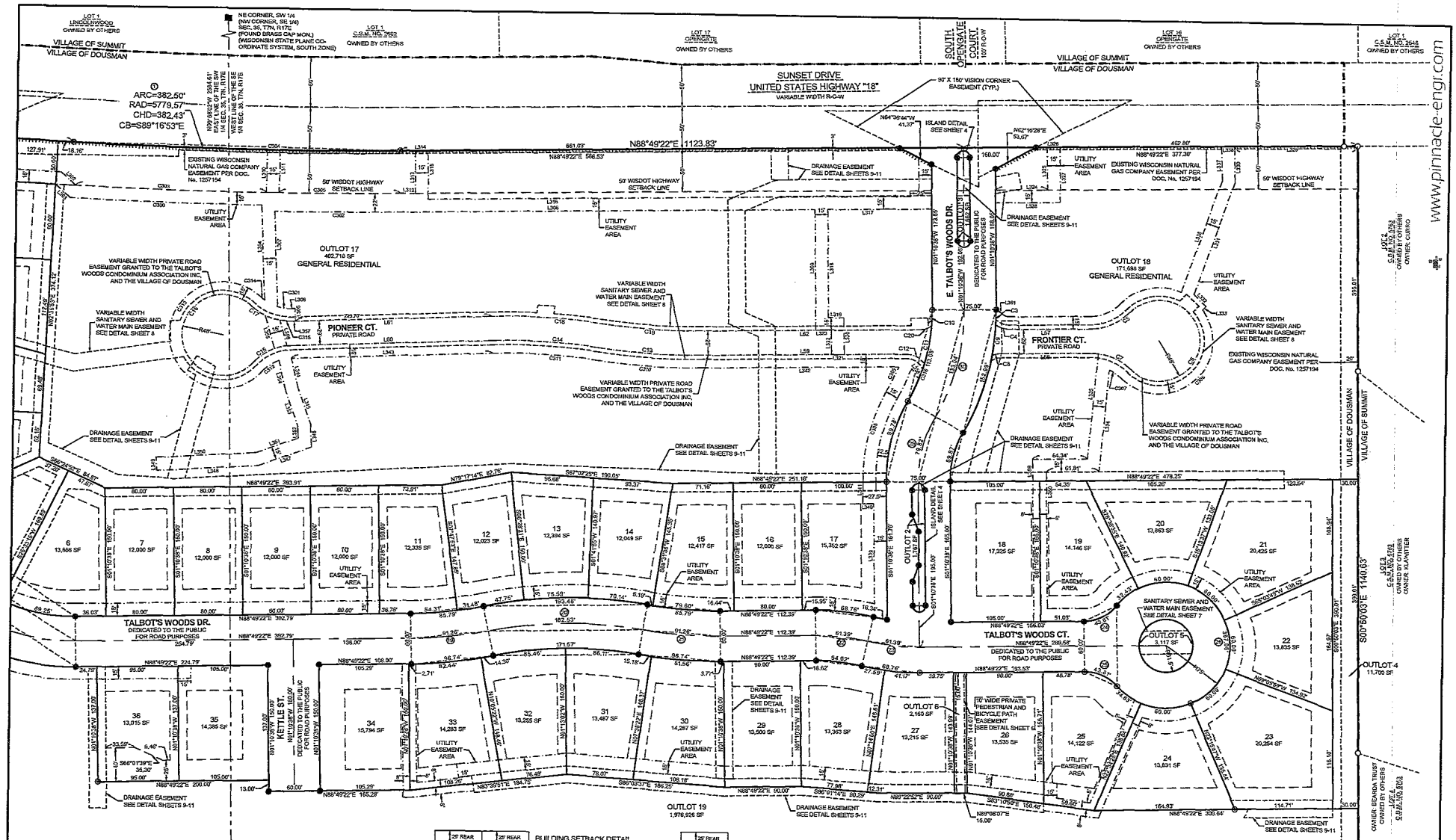
Certified _____, 20____

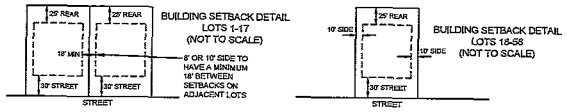
Department of Administration

WISCONSIN JOHN P. KONOPACKI S-2461 SUMMIT, WI LAND SURVEYOR

DATE: DECEMBER 11, 2024
REVISED: MARCH 4, 2025
REVISED: APRIL 15, 2025
REVISED: MAY 7, 2025

PSC/JOB#1467.00-WI
SHEET 1 OF 14





NORTH

GRAPHICAL SCALE (FEET)

0 1" = 60' 120'

Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD,1983/2011). The west line of the Southwest 1/4 of Section 35, Township 7 North, Range 17 East has a bearing of N00°29'53"W.

NOTES:
1. SEE ISLAND DETAILS ON SHEET 4.
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3. SEE GAS, SANITARY SEWER AND WATER MAIN EASEMENTS ON SHEETS 7 AND 8.
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Prepared by:
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Owner/Developer
MLG Dousman Investment LLC.
Attn: Joseph Bubovich
19000 W. Bluemound Road
Brookfield, WI 53045
PH: 262-424-5997

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

TALBOT'S WOODS

BEING ALL OF LOT 1 OF C.S.M. No. 12546 AND ALL OF LOTS 3 AND 4 OF C.S.M. No. 12391 AND ADDITIONAL LANDS ALL LOCATED IN THE NE 1/4 AND NW 1/4 OF THE NE 1/4 AND THE NE 1/4 AND NW 1/4 OF THE NW 1/4 OF SEC. 2, T6N, R17E, AND THE SE 1/4 AND SW 1/4 OF THE SE 1/4 AND THE SE 1/4 AND SW 1/4 OF THE SW 1/4 OF SEC. 35, T7N, R17E, VILLAGE OF DOUSMAN, WAUKESHA COUNTY, WISCONSIN

LEGEND:
- Denotes Found 1" Iron Pipe
- Denotes Found 3/4" Iron Rod
- Denotes Set 1-1/4" X 18" Iron Rebar, 4.3 LBS./FT.
- SF - Denotes lot areas to the nearest square foot.
- No Access

All other corners set are 3/4" x 18" Iron Rebar, 1.5 LBS./FT.

All distances computed to the nearest 0.01'
All angles computed to the nearest 00°00'00.05" and measured to the nearest 00°00'01"

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

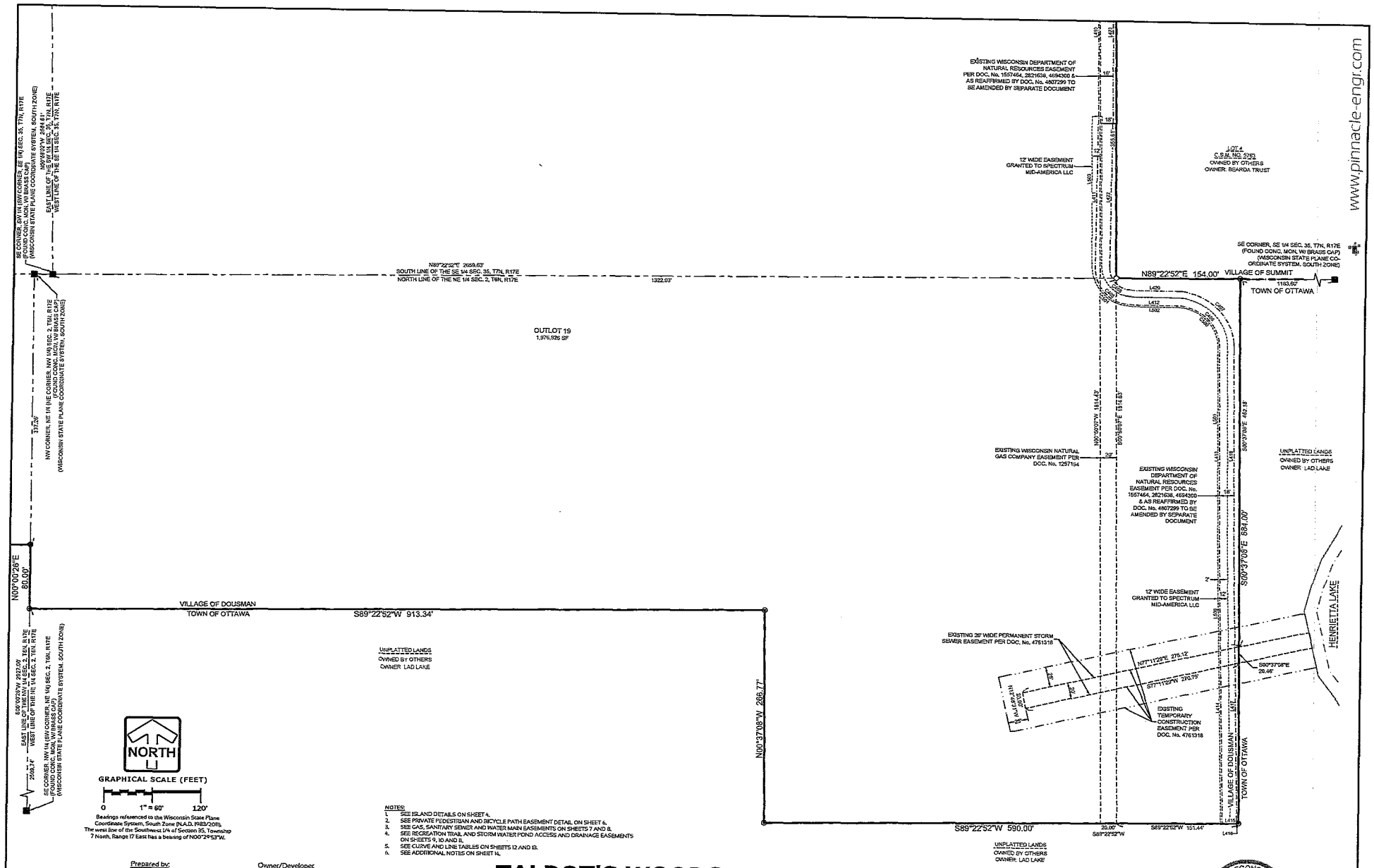
Certified _____, 20____

Department of Administration

WISCONSIN JOHN P. KONOPACKI S-2461 SUMMIT, WI LAND SURVEYOR

DATE: DECEMBER 11, 2024
REVISED: MARCH 4, 2025
REVISED: APRIL 15, 2025
REVISED: MAY 7, 2025

PEG102.#1467.00-WI
SHEET 2 OF 14



Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD.1983/2011). The west line of the Southwest 1/4 of Section 35, Township 7 North, Range 17 East has a bearing of N00°29'53"W.

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PINNACLE ENGINEERING GROUP

TALBOT'S WOODS

BEING ALL OF LOT 1 OF C.S.M. No. 12546 AND ALL OF LOTS 3 AND 4 OF C.S.M. No. 12391 AND ADDITIONAL LANDS ALL LOCATED IN THE NE 1/4 AND NW 1/4 OF THE NE 1/4 AND THE NE 1/4 AND NW 1/4 OF THE NW 1/4 OF SEC. 2, T6N, R17E, AND THE SE 1/4 AND SW 1/4 OF THE SE 1/4 AND THE SE 1/4 AND SW 1/4 OF THE SW 1/4 OF SEC. 35, T7N, R17E, VILLAGE OF DOUSMAN, WAUKESHA COUNTY, WISCONSIN

LEGEND:

- Denotes Found 1" Iron Pipe
- Denotes Found 3/4" Iron Rod
- Denotes Set 1-1/4" X 18" Iron Rebar, 4.3 LBS./FT.
- SF - Denotes lot areas to the nearest square foot.
- No Access

All other corners set are 3/4" x 18" Iron Rebar, 1.5 LBS./FT.

All distances computed to the nearest 0.01'
All angles computed to the nearest 00°00'00.05" and measured to the nearest 00°00'01"

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

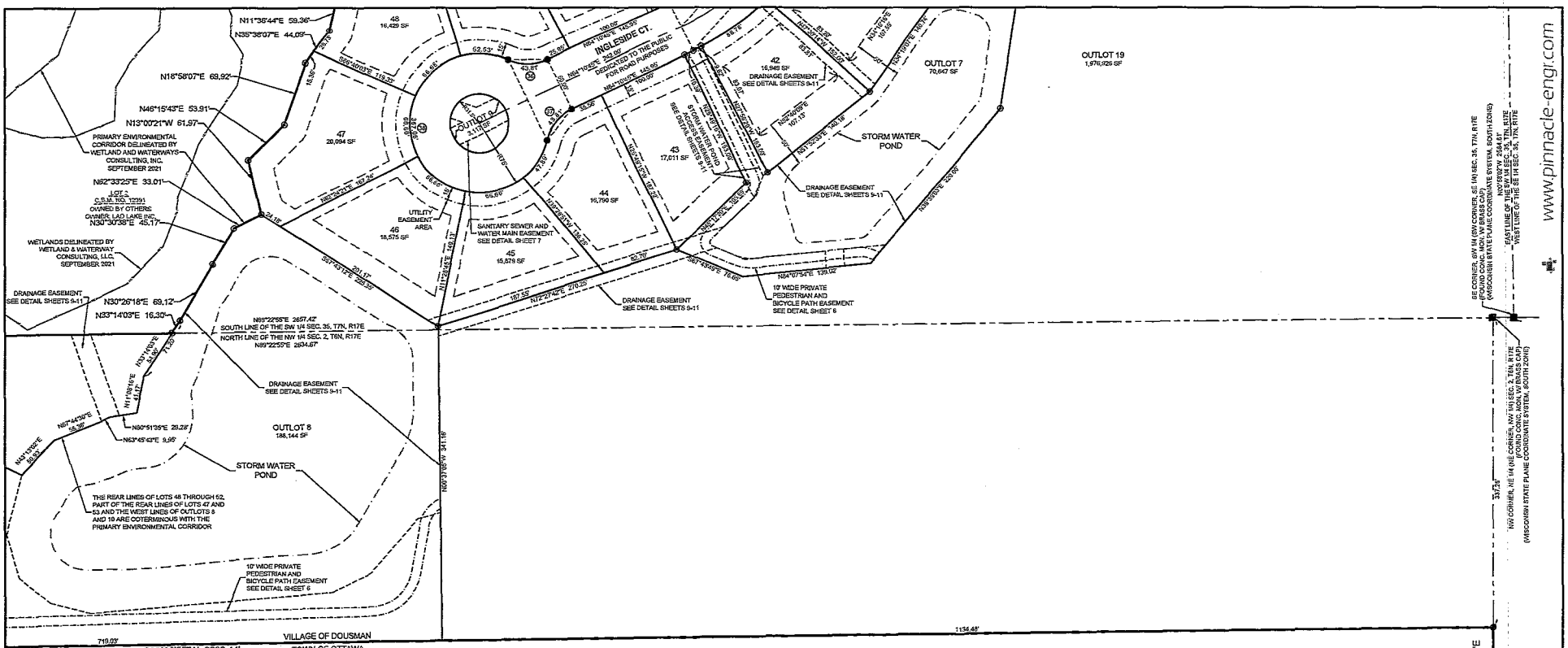
Certified _____, 20____

Department of Administration

WISCONSIN JOHN P. KONOPACKI S-2461 SUMMIT, WI LAND SURVEYOR

DATE: DECEMBER 11, 2024
REVISED: MARCH 4, 2025
REVISED: APRIL 15, 2025
REVISED: MAY 7, 2025

PEG\2021\4467.00-WI
SHEET 3 OF 14

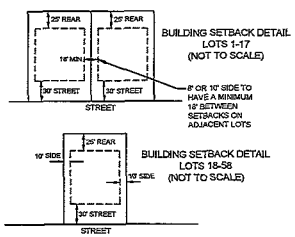


NORTH

GRAPHICAL SCALE (FEET)

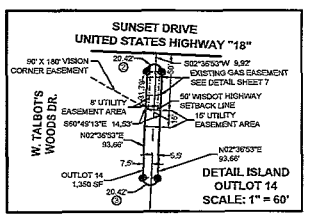
0 1" = 60' 120'

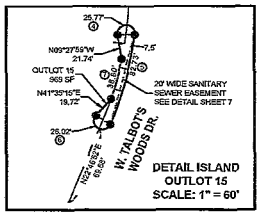
Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD, 1983/2011). The west line of the Southwest 1/4 of Section 35, Township 7 North, Range 17 East has a bearing of N00°29'53"W.

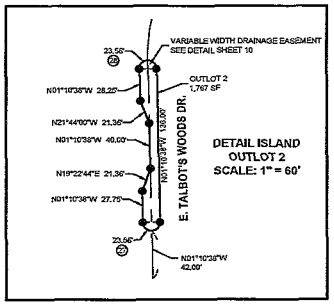


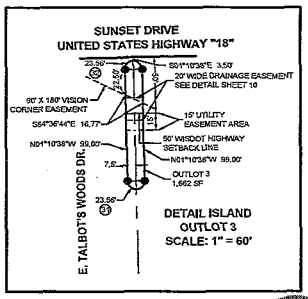
NOTES:

1. SEE ISLAND DETAILS ON SHEET 4.
2. SEE PRIVATE PEDESTRIAN AND BICYCLE PATH EASEMENT DETAIL ON SHEET 6.
3. SEE GAS, SANITARY SEWER AND WATER MAIN EASEMENTS ON SHEETS 7 AND 8.
4. SEE RECREATIONAL TRAIL AND STORM WATER POND ACCESS AND DRAINAGE EASEMENTS ON SHEETS 9, 10 AND 11.
5. SEE CURVE AND LINE TABLES ON SHEETS 12 AND 13.
6. SEE ADDITIONAL NOTES ON SHEET 14.









Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
WWW.PINNACLE-ENGR.COM

Owner/Developer
MLG Dousman Investment LLC.
Attn: Joseph Buhovich
19000 W. Bluemound Road
Brookfield, WI 53045
PH: 262-424-5997

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

TALBOT'S WOODS

BEING ALL OF LOT 1 OF C.S.M. No. 12546 AND ALL OF LOTS 3 AND 4 OF C.S.M. No. 12391 AND ADDITIONAL LANDS ALL LOCATED IN THE NE 1/4 AND NW 1/4 OF THE NE 1/4 AND THE NE 1/4 AND NW 1/4 OF THE NW 1/4 OF SEC. 2, T6N, R17E, AND THE SE 1/4 AND SW 1/4 OF THE SE 1/4 AND THE SE 1/4 AND SW 1/4 OF THE SW 1/4 OF SEC. 35, T7N, R17E, VILLAGE OF DOUSMAN, WAUKESHA COUNTY, WISCONSIN

LEGEND:

- Denotes Found 1" Iron Pipe
- Denotes Found 3/4" Iron Rod
- Denotes Set 1-1/4" X 18" Iron Rebar, 4.3 LBS./FT.
- SF Denotes lot areas to the nearest square foot.
- Denotes No Access

All other corners set are 3/4" x 18" Iron Rebar, 1.5 LBS./FT.

All distances computed to the nearest 0.01'
All angles computed to the nearest 00°00'00.05" and measured to the nearest 00°00'00"

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

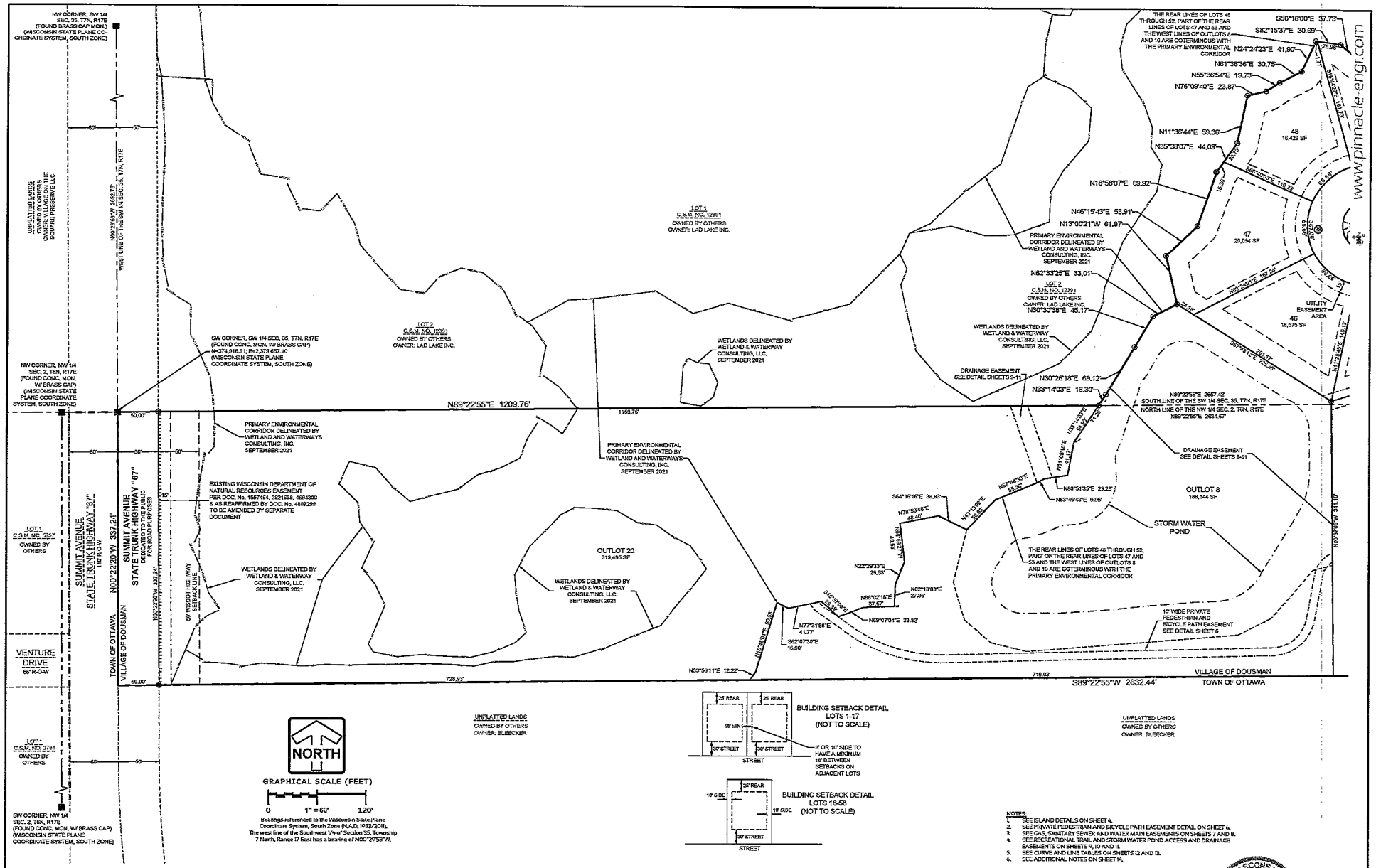
Certified _____, 20____

Department of Administration

WISCONSIN JOHN P. KONOPACKI S-2461 SUMMIT, WI LAND SURVEYOR

DATE: DECEMBER 11, 2024
REVISED: MARCH 4, 2025
REVISED: APRIL 15, 2025
REVISED: MAY 7, 2025

PEG JOB #1467.00-WI
SHEET 4 OF 14



NOTES:
1. SEE ISLAND DETAILS ON SHEET 4.
2. SEE PRIVATE PEDESTRIAN AND BICYCLE PATH EASEMENT DETAIL ON SHEET 6.
3. SEE GAS, SANITARY SEWER AND WATER MAIN EASEMENTS ON SHEETS 7 AND 8.
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5. SEE CURVE AND LINE TABLES ON SHEETS 12 AND 13.
6. SEE ADDITIONAL NOTES ON SHEET 14.

LEGEND:
- Denotes Found 1" Iron Pipe
- Denotes Found 3/4" Iron Rod
- Denotes Set 14/4" X 18" Iron Rebar, 4.3 LBS./FT.
SF - Denotes lot areas to the nearest square foot.
- No Access

All other corners set are 3/4" x 18" Iron Rebar, 1.5 LBS./FT.

All distances computed to the nearest 0.01'
All angles computed to the nearest 00°00'00.05" and measured to the nearest 00°00'01"

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

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WISCONSIN JOHN P. KONOPACKI S-2461 SUMMIT, WI LAND SURVEYOR

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20725 WATERTOWN ROAD | SUITE 100
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DATE: DECEMBER 11, 2024
REVISED: MARCH 4, 2025
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PEG JOB#1467.00-W1
SHEET 5 OF 14

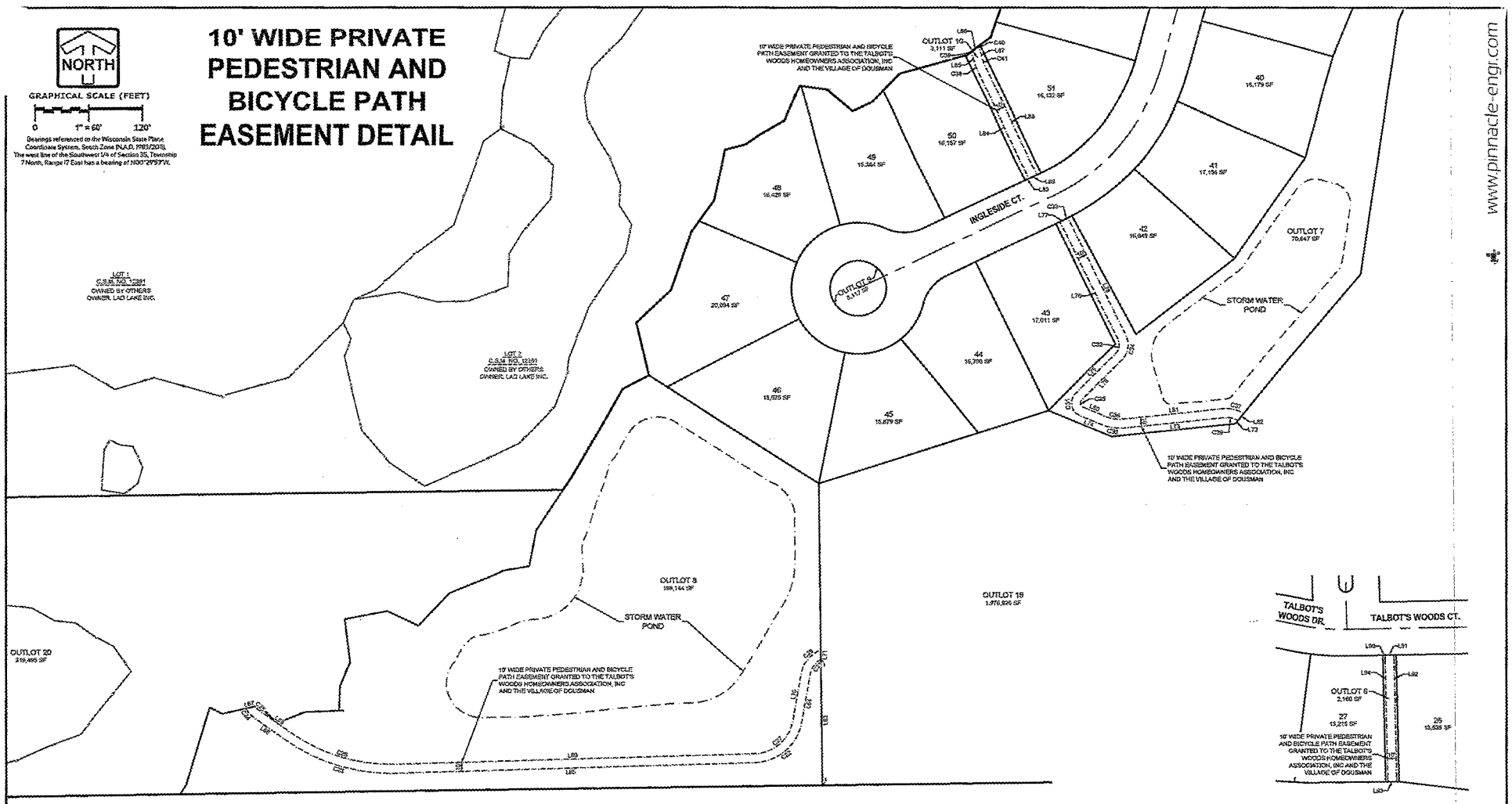
10' WIDE PRIVATE PEDESTRIAN AND BICYCLE PATH EASEMENT DETAIL

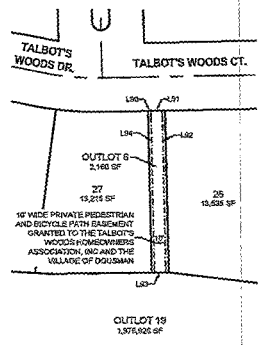
NORTH

GRAPHICAL SCALE (FEET)

0 1" = 60' 120'

Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD 1983/2011). The west line of the Southwest 1/4 of Section 35, Township 7 North, Range 17 East has a bearing of N00°29'59"W.





NOTES:
1. SEE CURVE AND LINE TABLES ON SHEETS 12 AND 13.
2. SEE ADDITIONAL NOTES ON SHEET 14.

Prepared by:
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WISCONSIN JOHN P. KONOPACKI S-2461 SUMMIT, WI LAND SURVEYOR

DATE: DECEMBER 11, 2024
REVISED: MARCH 4, 2025
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PEG JOB # 1467.00-W8
SHEET 6 OF 14

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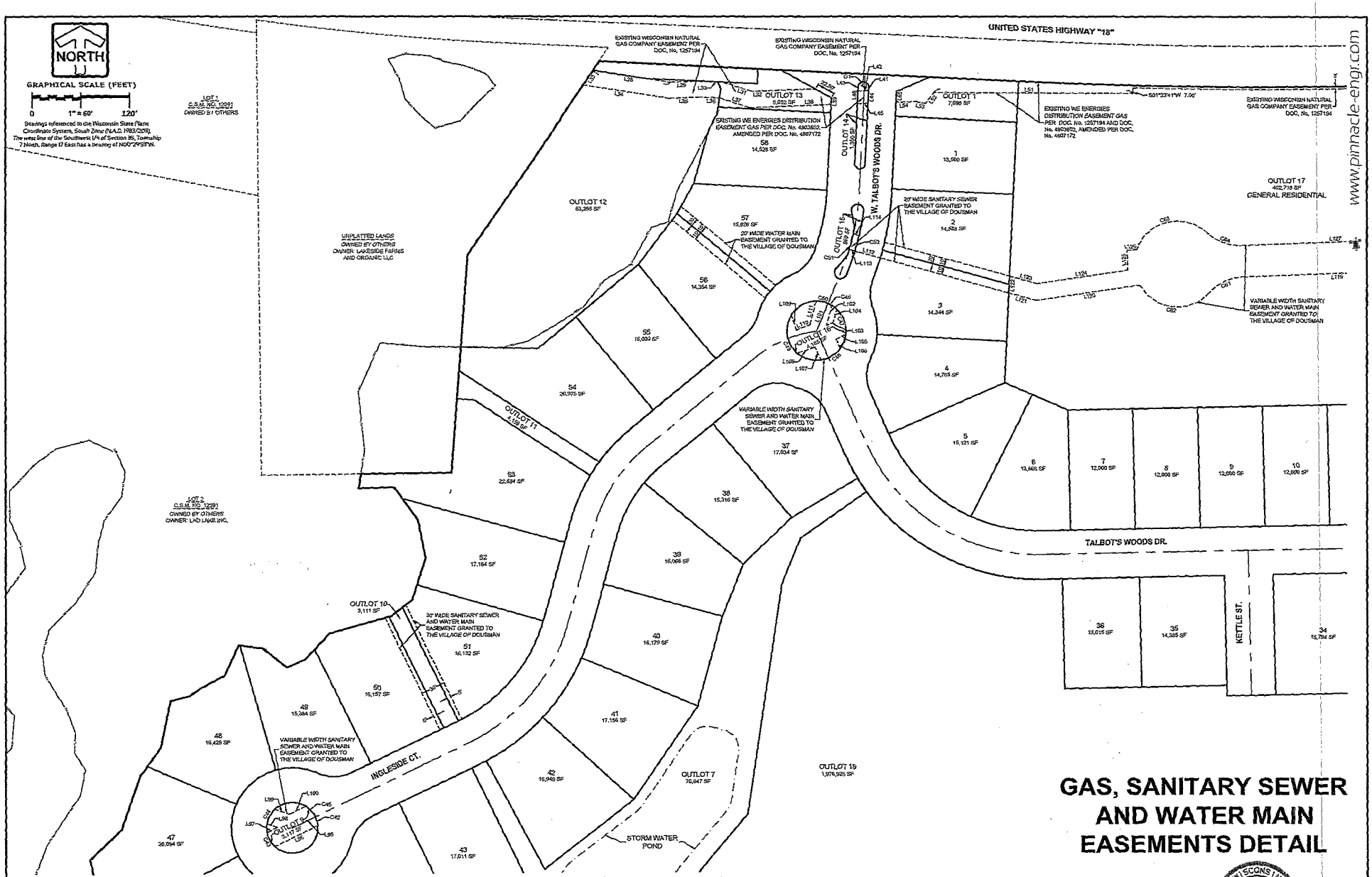

GAS, SANITARY SEWER AND WATER MAIN EASEMENTS DETAIL

Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
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Owner/Developer
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This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

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NOTES:
1. SEE CURVE AND LINE TABLES ON SHEETS 12 AND 13.
2. SEE ADDITIONAL NOTES ON SHEET 14.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

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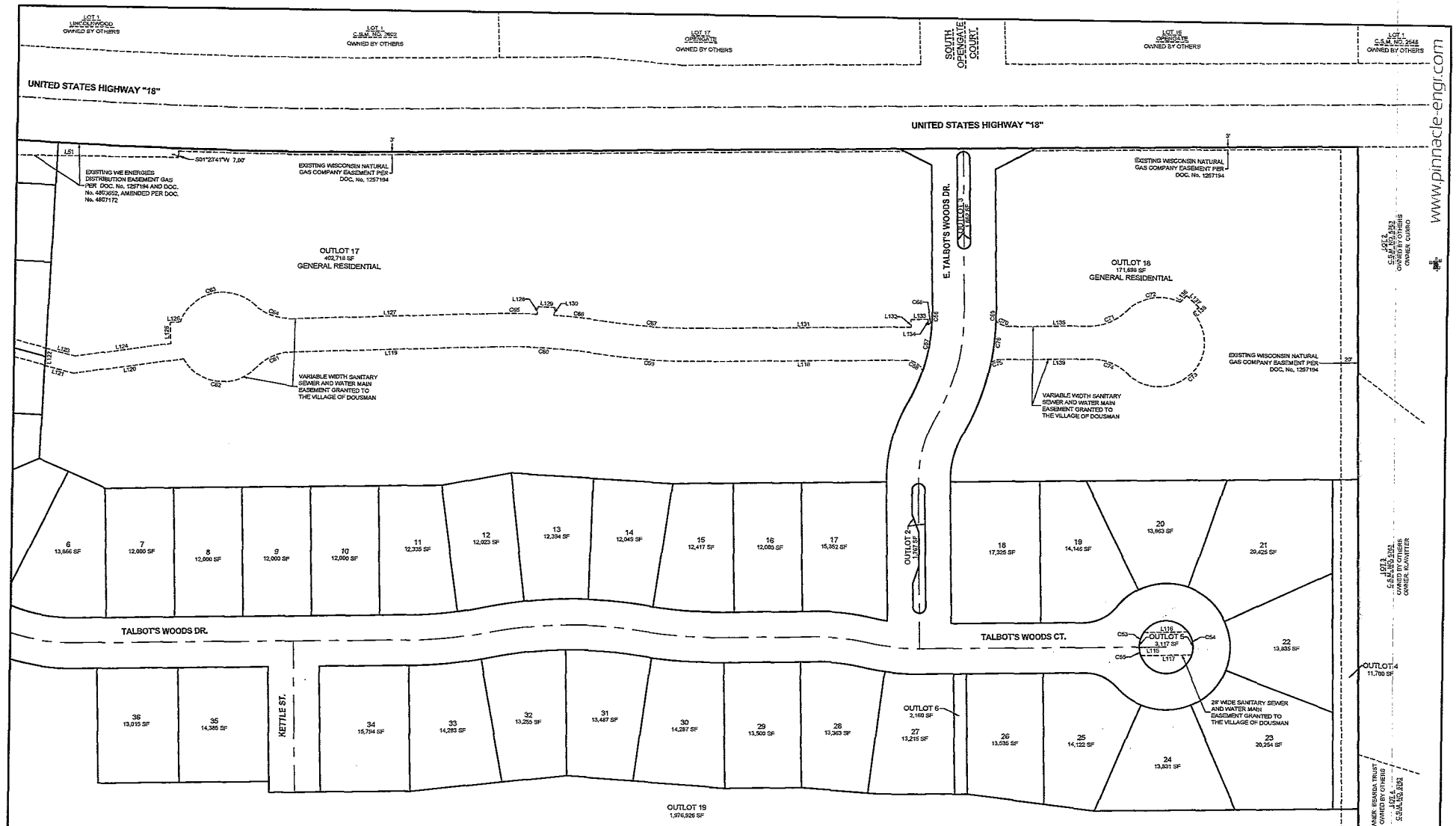
WISCONSIN JOHN P. KONOPACKI S-2461 SUMMIT, WI LAND SURVEYOR

DATE: DECEMBER 11, 2024
REVISED: MARCH 4, 2025
REVISED: APRIL 15, 2025
REVISED: MAY 7, 2025

FILE: 100-PN467.00-WR
SHEET 7 OF 14



GAS, SANITARY SEWER AND WATER MAIN EASEMENTS DETAIL

Prepared by:
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OFFICE: (262) 754-8888
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Owner/Developer
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This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

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TALBOT'S WOODS

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NORTH

GRAPHICAL SCALE (FEET)

0 1" = 60' 120'

Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD. 1983/2011). The west line of the Southwest 1/4 of Section 35, Township 7 North, Range 17 East has a bearing of N00°29'53"W.

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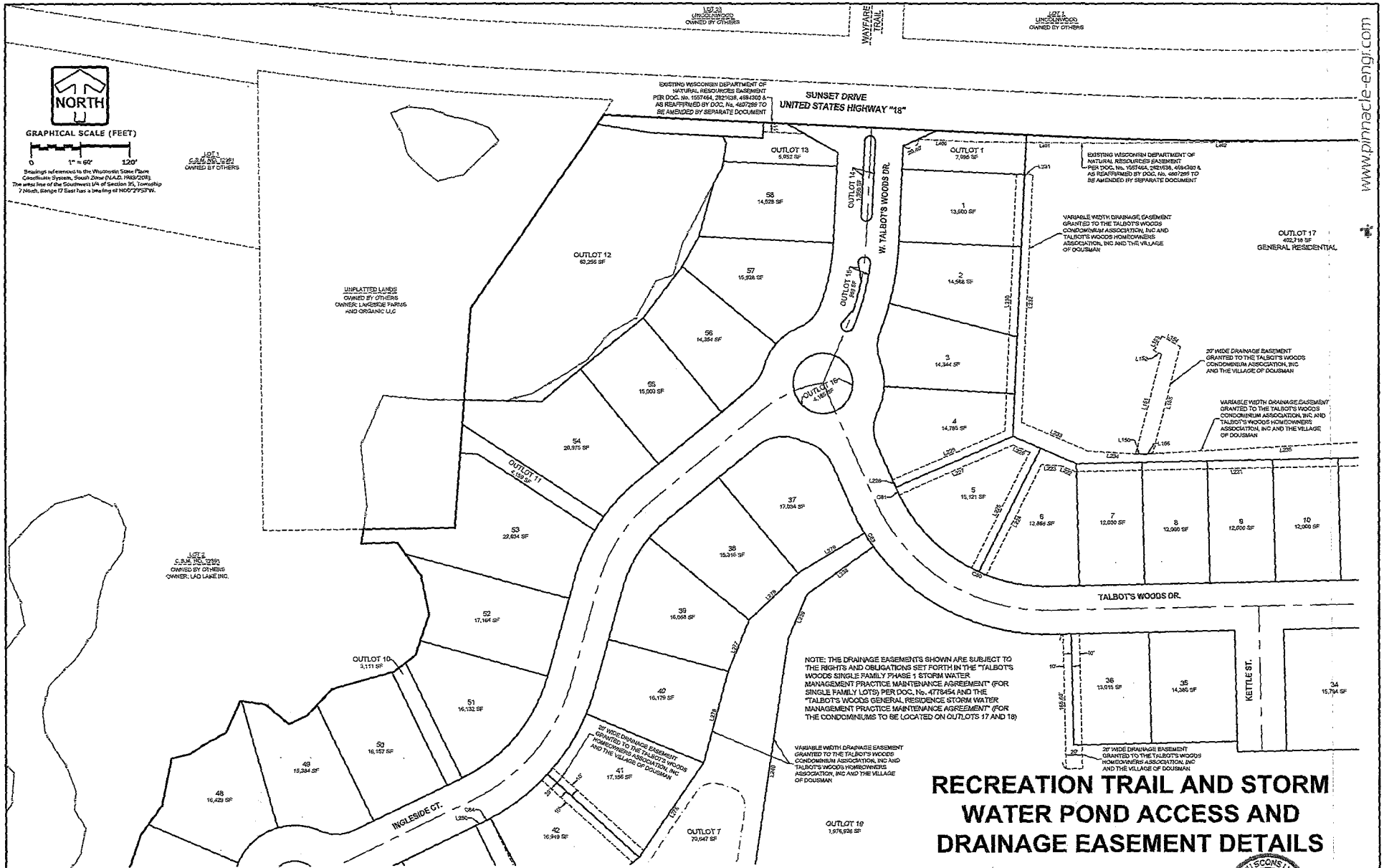
PEG JOB #1467.00-WI
SHEET 8 OF 14



RECREATION TRAIL AND STORM WATER POND ACCESS AND DRAINAGE EASEMENT DETAILS

Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
WWW.PINNACLE-ENGR.COM

Owner/Developer:
M.G Dousman Investment LLC.
Attn: Joseph Bukovich
19000 W. Bluemound Road
Brookfield, WI 53045
PH: 262-424-6997

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

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NOTES:
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Certified _____ 20____

Department of Administration

WISCONSIN JOHN P. KONOPACKI S-2461 SUMMIT, WI LAND SURVEYOR

DATE: DECEMBER 11, 2024
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PEG JOB #1467.00-WI
SHEET 9 OF 14

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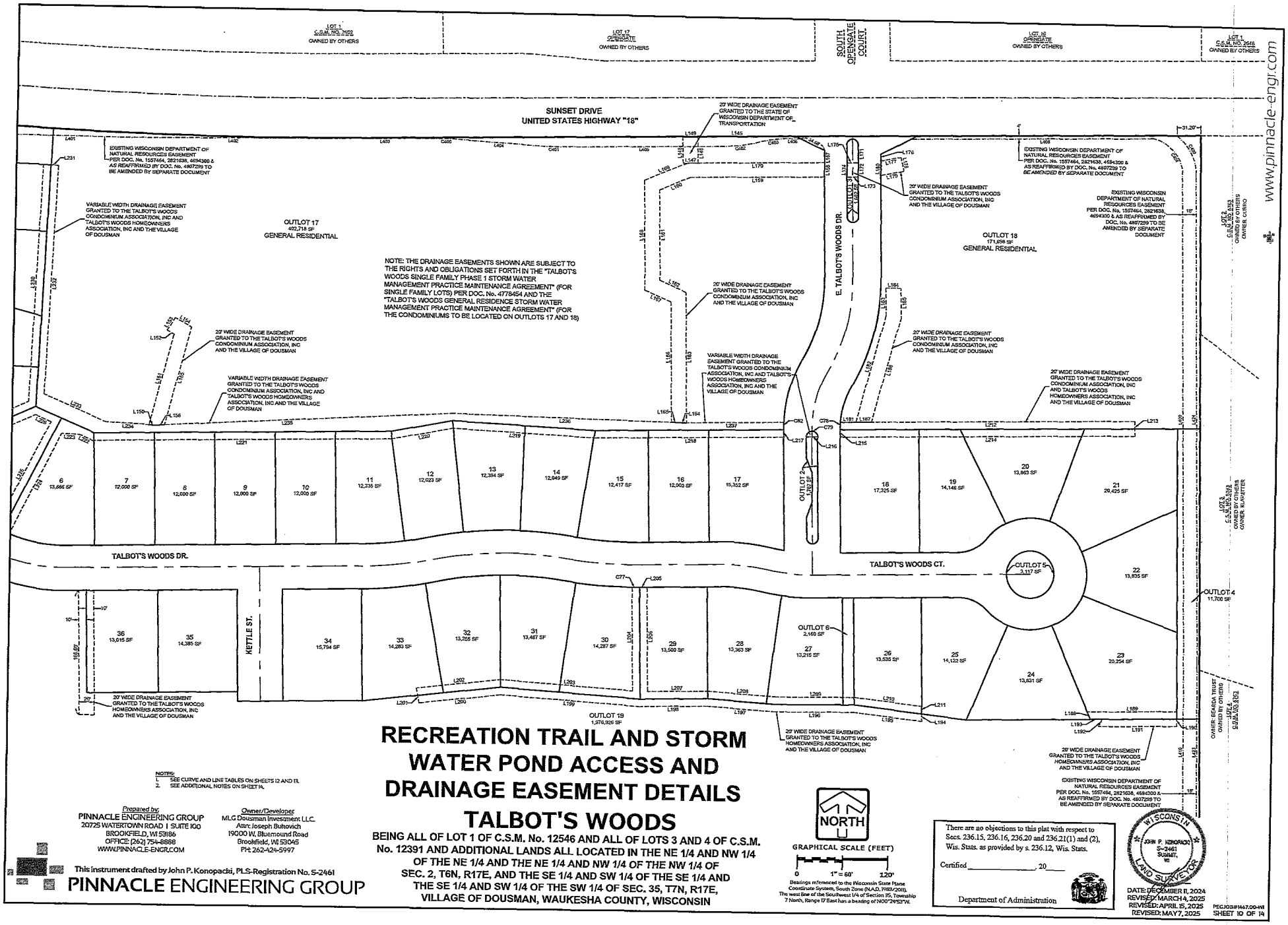

RECREATION TRAIL AND STORM WATER POND ACCESS AND DRAINAGE EASEMENT DETAILS

TALBOT'S WOODS

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NOTES:
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Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
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Owner/Developer
MLG Dousman Investment LLC
Attn: Joseph Bukovich
19000 W. Bluemound Road
Brookfield, WI 53045
PH: 262-424-5997

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

NORTH

GRAPHICAL SCALE (FEET)
0 1" = 60' 120'

Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD 1983/2011). The west line of the Southwest 1/4 of Section 35, Township 7 North, Range 17 East has a bearing of N00°29'52"W.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

WISCONSIN JOHN P. KONOPACKI S-2461 SUMMIT, WI LAND SURVEYOR

DATE: DECEMBER 11, 2024
REVISED: MARCH 4, 2025
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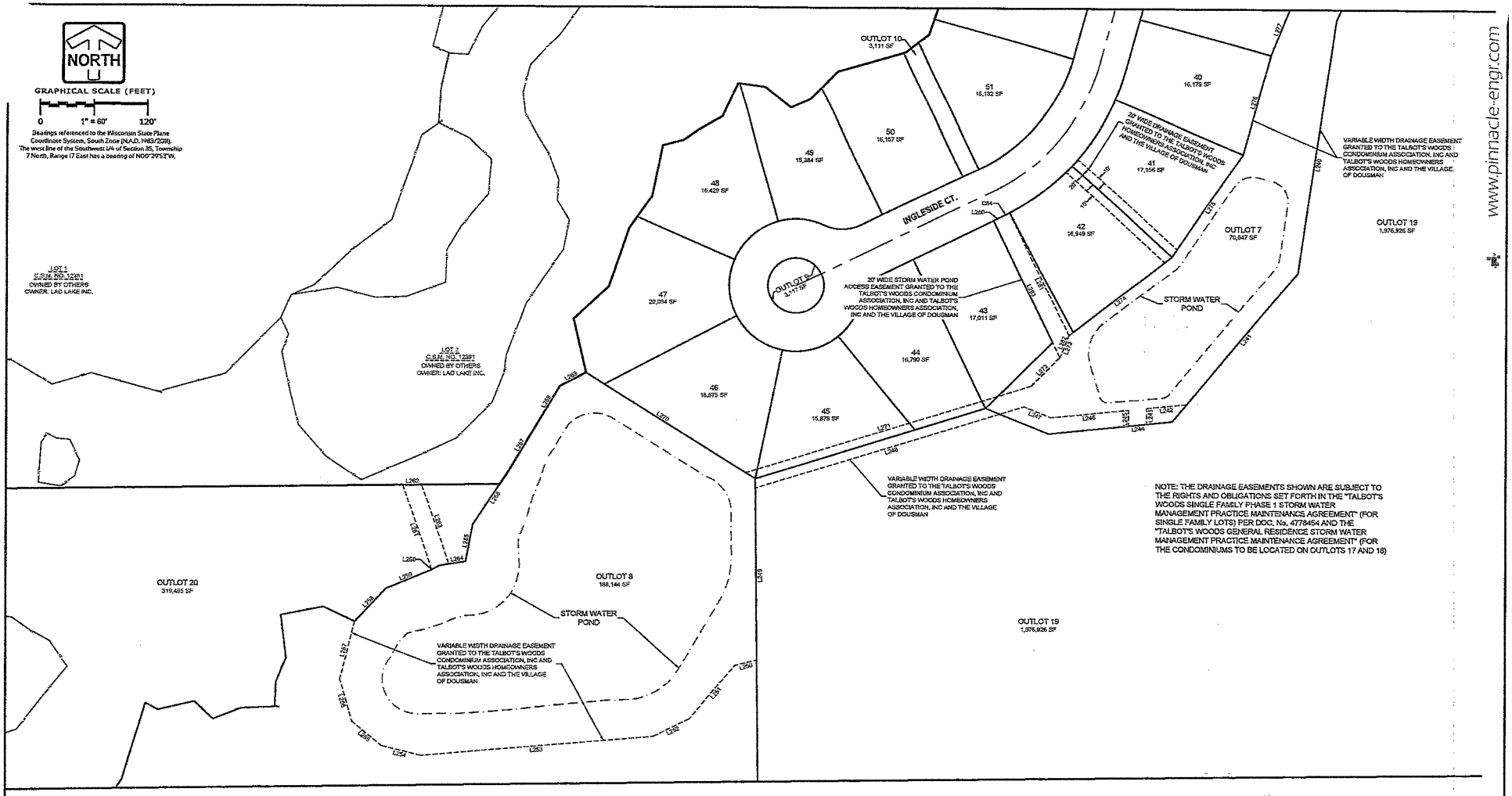
REVISED: MAY 7, 2025

PEG203#1467.00-WI
SHEET 10 OF 14



STORM WATER POND ACCESS AND DRAINAGE EASEMENTS DETAIL

Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
WWW.PINNACLE-ENGR.COM

Owner/Developer:
MLG Dousman Investment LLC.
Attn: Joseph Bukovich
19000 W. Bluemound Road
Brookfield, WI 53045
PH: 262-424-5997

This instrument drafted by John P. Konopachi, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

TALBOT'S WOODS

BEING ALL OF LOT 1 OF C.S.M. No. 12546 AND ALL OF LOTS 3 AND 4 OF C.S.M. No. 12391 AND ADDITIONAL LANDS ALL LOCATED IN THE NE 1/4 AND NW 1/4 OF THE NE 1/4 AND THE NE 1/4 AND NW 1/4 OF THE NW 1/4 OF SEC. 2, T6N, R17E, AND THE SE 1/4 AND SW 1/4 OF THE SE 1/4 AND THE SE 1/4 AND SW 1/4 OF THE SW 1/4 OF SEC. 35, T7N, R17E, VILLAGE OF DOUSMAN, WAUKESHA COUNTY, WISCONSIN

NOTES:
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Department of Administration

WISCONSIN JOHN P. KONOPACHI S-2461 DOUSMAN, WI LAND SURVEYOR

DATE: DECEMBER 11, 2024
REVISED: MARCH 4, 2025
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REVISED: MAY 7, 2025

PEC JOB #19467.00-M1
SHEET 11 OF 14

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RECREATION TRAIL LINE TABLE		
LINE NO.	BEARING	DISTANCE
L400	S87°23'07"E	73.50'
L401	S89°29'14"E	101.74'
L402	N83°21'56"E	270.59'
L403	N88°57'34"E	133.25'
L404	S86°26'13"E	110.84'
L405	N88°49'22"E	206.88'
L406	N88°49'22"E	16.50'
L408	S88°49'22"W	323.07'
L409	S01°09'25"E	660.00'
L410	S00°33'23"E	235.00'
L411	S00°20'21"W	180.01'
L412	S89°16'38"E	58.97'
L413	S00°48'49"E	270.18'
L414	S01°20'53"E	326.78'
L415	N89°22'52"E	18.00'
L416	N89°22'52"E	2.32'
L417	N01°20'53"W	326.93'
L418	N00°48'49"W	270.09'
L420	N89°16'38"W	58.97'
L422	N00°20'21"E	180.15'
L423	N00°33'23"W	235.22'
L424	N01°09'25"W	660.08'

GAS EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L28	S81°11'42"E	95.56'
L29	N87°40'31"E	37.16'
L30	S87°23'07"E	27.36'
L31	S72°11'14"E	37.71'
L32	N87°50'41"E	79.02'
L33	S34°11'16"W	22.14'
L34	S81°11'42"E	107.99'
L35	N87°40'31"E	36.25'
L36	S87°23'07"E	23.63'
L37	S72°11'14"E	38.56'
L38	S87°50'41"W	101.06'
L39	N02°36'53"E	8.33'
L41	S02°36'53"W	4.25'
L42	S87°40'31"W	13.05'
L43	N02°36'53"E	5.37'
L44	S02°36'53"W	15.82'
L45	S87°50'41"W	13.05'
L46	N02°36'53"E	15.78'
L51	N88°50'11"W	245.30'
L52	S36°59'38"W	17.28'
L53	N77°18'25"W	11.54'
L54	S87°50'41"W	25.32'
L55	N02°36'53"E	13.40'

PRIVATE ROAD EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L57	N88°49'22"E	95.64'
L58	S88°49'22"W	105.72'
L59	N88°49'22"E	242.99'
L60	N87°46'55"E	234.70'
L61	S87°46'55"W	234.70'
L62	S88°49'22"W	258.81'

PRIVATE ROAD EASEMENT CURVE TABLE				
CURVE	ARC	RADIUS	CHORD BEARING	CH LENGTH
C3	18.03'	287.50'	S00°37'10"W	18.03'
C4	16.80'	25.00'	S71°59'26"E	16.49'
C5	51.28'	65.00'	N58°10'43"E	50.00'
C6	226.68'	48.00'	S01°10'38"E	67.54'
C7	51.38'	65.00'	N68°31'59"W	50.00'
C8	10.49'	25.00'	S76°50'47"W	10.38'
C9	36.91'	287.50'	N06°05'38"E	36.89'
C10	19.10'	212.50'	S01°23'49"W	19.09'
C11	45.79'	212.50'	S10°08'39"W	45.70'
C12	24.92'	25.00'	N52°37'19"W	23.90'
C13	118.45'	714.50'	N86°25'40"W	118.32'
C14	126.10'	685.50'	N86°56'53"W	125.92'
C15	51.38'	65.00'	S65°08'16"W	50.00'
C16	226.68'	48.00'	N02°13'05"W	67.54'
C17	51.38'	65.00'	S69°34'29"E	50.00'
C18	131.42'	714.50'	S86°56'53"E	131.25'
C19	113.65'	685.50'	S86°25'40"E	113.52'
C20	15.03'	25.00'	N71°39'50"E	14.81'

GAS EASEMENT CURVE TABLE				
CURVE NO.	ARC	RADIUS	CHORD BEARING	CH LENGTH
G1	20.42'	6.50'	N87°23'07"W	13.00'

RECREATION TRAIL EASEMENT CURVE TABLE				
CURVE NO.	ARC	RADIUS	CHORD BEARING	CH LENGTH
C400	38.38'	388.00'	S88°41'28"E	38.37'
C401	34.26'	414.00'	S88°49'25"E	34.24'
C402	47.96'	214.00'	N82°24'13"E	47.85'
C403	41.68'	186.00'	N82°24'13"E	41.59'
C404	66.28'	50.00'	S39°04'05"E	61.54'
C405	70.38'	45.00'	S44°28'06"E	63.43'
C406	81.83'	53.00'	S45°02'44"E	73.94'
C407	109.62'	71.00'	N45°02'44"W	99.09'
C408	42.22'	27.00'	N44°28'06"W	38.00'
C409	69.08'	68.00'	N26°23'41"W	66.13'

SPECTRUM MID-AMERICA EASEMENT CURVE TABLE				
CURVE NO.	ARC	RADIUS	CHORD BEARING	CH LENGTH
C500	78.74'	51.00'	N45°02'44"W	71.15'
C501	77.15'	50.00'	N45°03'21"W	69.74'

UTILITY EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L300	N42°36'53"E	21.21'
L301	S87°23'07"E	140.39'
L302	S47°49'33"E	23.55'
L303	S47°49'33"E	23.55'
L304	S02°22'07"E	112.94'
L305	N02°13'05"W	15.00'
L306	S87°46'55"W	5.00'
L307	N02°22'07"W	113.31'
L308	N88°49'22"E	486.53'
L309	S01°10'38"E	143.50'
L310	N00°17'33"E	50.00'
L311	S00°17'33"W	50.00'
L312	N88°49'22"E	17.50'
L313	N01°10'38"W	50.00'
L314	N88°49'22"E	15.00'
L315	S01°10'38"E	57.00'
L316	N88°49'22"E	566.03'
L317	S88°49'22"W	122.00'
L318	S01°10'38"E	128.50'
L319	N88°49'22"E	18.16'

UTILITY EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L320	S01°10'38"E	44.00'
L321	S88°49'22"W	15.00'
L322	N01°10'38"W	29.00'
L323	S88°49'22"W	18.16'
L324	N88°49'22"E	61.00'
L325	N01°10'38"W	50.00'
L326	N88°49'22"E	15.00'
L327	S01°10'38"E	65.00'
L328	S88°49'22"W	76.00'
L329	S88°49'22"W	144.30'
L330	S01°10'38"E	42.27'
L331	S16°53'39"W	141.95'
L332	S46°10'38"E	19.32'
L333	S43°49'22"W	5.48'
L334	S04°57'56"W	121.16'
L335	N04°57'56"E	125.62'
L336	N16°53'39"E	141.79'
L337	N01°10'38"W	39.02'
L338	N88°49'22"E	15.00'
L339	N01°10'38"W	118.20'

PRIVATE PEDESTRIAN PATH EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L63	N09°37'05"W	142.31'
L64	S09°59'34"W	55.07'
L65	S88°28'26"W	401.60'
L66	N54°41'53"W	41.63'
L67	N77°31'58"E	10.67'
L68	S54°41'53"E	41.63'
L69	N88°28'26"E	401.60'
L70	N09°59'34"E	55.07'
L71	S00°37'05"E	11.02'
L72	N39°39'03"E	4.65'
L73	S84°07'54"W	111.90'
L74	N67°43'49"W	26.10'
L75	N45°17'20"E	62.76'
L76	N25°48'15"W	149.02'
L77	N84°10'45"E	5.39'
L78	S25°48'15"E	149.06'
L79	S45°17'20"W	62.76'
L80	S67°43'49"E	26.10'
L81	N84°07'54"E	111.90'
L82	S39°39'03"W	10.10'
L83	N84°10'45"E	5.00'
L84	N25°48'15"W	133.49'
L85	N16°15'39"W	11.48'
L86	N51°48'31"E	10.28'
L87	S16°15'39"E	11.48'
L88	S25°48'15"E	133.49'
L89	S84°10'45"W	10.00'
L90	N84°49'22"E	2.50'
L91	N88°49'22"E	10.00'
L92	S01°10'38"E	144.00'
L93	S88°06'07"W	10.00'
L94	N01°10'38"W	144.00'

SPECTRUM MID-AMERICA EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L500	N01°20'53"W	326.77'
L501	N00°48'49"W	270.19'
L502	N89°16'38"W	58.04'
L503	N00°20'21"E	180.00'

UTILITY EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L340	S88°49'22"W	12.50'
L341	N01°10'38"W	25.00'
L342	S88°49'22"W	233.57'
L343	S87°46'55"W	235.77'
L344	S13°49'21"E	34.50'
L345	S18°59'15"E	47.37'
L346	S03°09'45"E	26.64'
L347	S70°16'36"W	65.83'
L348	S86°36'39"W	119.18'
L349	N03°23'21"W	15.00'
L350	N86°36'39"E	117.00'
L351	N70°16'36"E	62.49'
L352	S03°09'45"E	13.37'
L353	S16°59'15"E	46.97'
L354	S13°49'21"E	35.62'
L355	N16°35'04"W	40.76'
L356	S15°39'04"E	31.46'
L357	S87°46'55"W	5.00'
L358	N36°36'12"W	14.93'
L359	N01°10'38"W	190.00'
L360	S01°10'38"E	160.00'
L361	S52°40'14"E	11.21'

CURVE TABLE								
CURVE NO.	LOT NO.	ARC	RADIUS	DELTA	CHORD BEARING	CH LENGTH	TANGENT IN	TANGENT OUT
1	EX. R-O-W	362.90'	5779.57'	3°47'31"	S89°16'53"E	362.43'	S87°22'07"E	N88°49'22"E
2	OUTLOT 14	20.42'	6.50'	180°00'00"	N87°23'07"W	13.00'	N02°36'53"E	S02°36'53"W
3	OUTLOT 14	20.42'	6.50'	180°00'00"	S87°23'07"E	13.00'	S02°36'53"W	N02°36'53"E
4	OUTLOT 15	25.77'	7.50'	196°49'59"	S88°57'00"W	14.94'	N07°21'59"E	S09°27'59"E
5	OUTLOT 15	62.73'	307.50'	12°24'53"	N15°04'26"E	62.68'	N22°46'52"E	N07°21'59"E
6	OUTLOT 15	26.02'	7.50'	198°48'23"	S57°48'56"E	14.80'	S41°35'16"W	N22°46'52"E
7	OUTLOT 15	36.60'	300.00'	6°59'24"	N15°16'20"E	36.58'	N18°45'02"E	N11°45'38"E
8 WEST	-	79.93'	260.00'	17°36'54"	N11°25'20"E	79.62'	N20°13'47"E	N02°36'53"E
-	58	0.67'	260.00'	0°11'34"	N02°42'40"E	0.67'	-	-
-	57	79.06'	260.00'	17°26'20"	N11°31'07"E	78.76'	-	-
8 C/L	-	105.59'	300.00'	20°09'59"	N12°41'53"E	105.05'	N22°46'52"E	N02°36'53"E
8 EAST	-	111.22'	340.00'	18°44'34"	N11°50'10"E	110.73'	N21°21'27"E	N02°36'53"E
-	2	74.00'	340.00'	12°28'14"	N09°51'09"E	73.86'	-	-
-	3	37.22'	340.00'	6°16'20"	N18°13'17"E	37.20'	-	-
9	57	40.46'	50.00'	46°21'33"	N43°24'34"E	39.38'	N66°35'21"E	N20°13'47"E
10	-	66.58'	75.00'	50°51'43"	S41°09'29"W	64.41'	S66°35'21"W	S15°43'38"W
-	57	34.79'	75.00'	26°34'42"	S53°17'59"W	34.48'	-	-
-	56	31.79'	75.00'	24°17'00"	S27°52'08"W	31.55'	-	-
11	56	30.33'	50.00'	34°45'24"	N33°06'20"E	29.87'	N50°29'02"E	N15°43'38"E
12	37	54.73'	50.00'	62°42'53"	S81°50'29"W	52.04'	N66°46'05"W	S50°29'02"W
13	37	9.35'	75.00'	7°08'44"	S70°22'27"E	9.35'	S66°46'05"E	S73°56'49"E
14	37	43.61'	50.00'	50°12'29"	N48°50'34"W	42.43'	N23°44'15"W	N73°56'49"W
15	4	43.61'	50.00'	50°12'29"	S01°21'56"W	42.43'	S26°28'10"W	S23°44'15"E
16	-	52.46'	75.00'	47°42'48"	N02°36'40"E	50.97'	N26°28'10"E	N21°14'38"W
-	4	30.69'	75.00'	23°22'30"	N14°46'55"E	30.39'	-	-
-	3	31.86'	75.00'	24°20'18"	N09°04'29"W	31.62'	-	-
17	3	37.18'	50.00'	42°36'06"	S00°03'25"W	36.33'	S21°21'27"W	S21°14'38"E
18 NORTH	-	236.40'	200.00'	67°26'19"	S57°27'29"E	222.95'	S23°44'15"E	N88°49'22"E
-	5	145.19'	200.00'	41°52'11"	S44°40'25"E	142.92'	-	-
-	6	68.25'	200.00'	25°34'08"	S76°23'34"E	68.51'	-	-
18 C/L	-	270.72'	230.00'	67°26'19"	S57°27'29"E	255.36'	S23°44'15"E	N88°49'22"E
18 SOUTH	-	306.03'	260.00'	67°26'19"	S57°27'29"E	288.56'	S23°44'15"E	N88°49'22"E
-	37	33.37'	260.00'	7°21'15"	S27°24'57"E	33.35'	-	-
-	OUTLOT 7	20.01'	260.00'	4°24'30"	S33°17'50"E	20.00'	-	-
-	OUTLOT 19	252.65'	260.00'	55°40'33"	S63°20'22"E	242.83'	-	-

UTILITY EASEMENT CURVE TABLE				
CURVE NO.	ARC	RADIUS	CHORD BEARING	CH LENGTH
C300	224.24'	5844.57'	S88°29'04"E	224.23'
C301	16.03'	50.00'	N33°01'52"W	15.97'
C302	147.40'	5851.57'	N89°32'40"E	147.40'
C303	223.39'	5929.57'	S88°32'10"E	223.38'
C304	15.00'	5779.57'	S86°42'27"E	15.00'
C305	142.03'	5829.57'	N89°31'15"E	142.03'
C306	188.09'	63.00'	S48°34'53"W	125.62'
C307	16.93'	50.00'	N55°35'22"W	16.85'
C308	114.41'	215.00'	N14°04'04"E	113.07'
C309	29.40'	185.00'	N24°46'35"E	29.37'
C310	120.94'	729.50'	N86°25'40"W	120.80'
C311	123.34'	670.50'	N86°56'53"W	123.17'
C312	23.39'	50.00'	S65°53'38"W	23.18'
C313	297.51'	63.00'	N02°13'05"W	68.65'
C314	6.36'	50.00'	S50°34'29"E	6.36'
C315	13.23'	65.00'	N66°23'18"W	13.20'
C316	18.81'	212.50'	S18°51'09"W	18.80'

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

CURVE TABLE								
CURVE NO.	LOT NO.	ARC	RADIUS	DELTA	CHORD BEARING	CH LENGTH	TANGENT IN	TANGENT OUT
19 NORTH	-	85.73'	470.00'	10°27'29"	N83°35'38"E	85.67'	N88°49'22"E	N78°21'53"E
-	11	54.31'	470.00'	6°37'15"	N85°37'44"E	54.28'	-	-
-	12	31.41'	470.00'	3°50'14"	N80°17'00"E	31.47'	-	-
19 C/L	-	91.26'	500.00'	10°27'29"	N83°35'38"E	91.14'	N88°49'22"E	N78°21'53"E
19 SOUTH	-	96.74'	530.00'	10°27'29"	N83°35'38"E	96.60'	N88°49'22"E	N78°21'53"E
-	33	82.44'	530.00'	8°54'44"	N84°22'00"E	82.36'	-	-
-	32	14.30'	530.00'	1°32'45"	N79°08'16"E	14.30'	-	-
20 NORTH	-	193.48'	530.00'	20°54'58"	S88°49'22"W	192.41'	N80°43'09"W	S78°21'53"W
-	12	47.75'	530.00'	5°09'45"	S80°56'46"W	47.74'	-	-
-	13	75.59'	530.00'	8°10'16"	S67°36'47"W	75.52'	-	-
-	14	70.14'	530.00'	7°34'56"	N84°30'37"W	70.09'	-	-
20 C/L	-	182.53'	500.00'	20°54'58"	S88°49'22"W	181.51'	N80°43'09"W	S78°21'53"W
20 SOUTH	-	171.57'	470.00'	20°54'58"	S88°49'22"W	170.62'	N80°43'09"W	S78°21'53"W
-	32	85.46'	470.00'	10°25'05"	S83°34'26"W	85.34'	-	-
-	31	86.11'	470.00'	10°29'52"	N80°58'05"W	85.99'	-	-
21 NORTH	-	85.79'	470.00'	10°27'29"	S85°56'54"E	85.67'	S80°43'09"E	N88°49'22"E
-	14	6.19'	470.00'	0°45'14"	S81°05'46"E	6.19'	-	-
-	15	79.60'	470.00'	9°42'14"	S86°19'31"E	79.51'	-	-
21 C/L	-	91.26'	500.00'	10°27'29"	S85°56'54"E	91.14'	S80°43'09"E	N88°49'22"E
21 SOUTH	-	96.74'	530.00'	10°27'29"	S85°56'54"E	96.60'	S80°43'09"E	N88°49'22"E
-	31	15.19'	530.00'	1°38'28"	S81°32'23"E	15.18'	-	-
-	30	81.56'	530.00'	8°49'00"	S86°48'06"E	81.48'	-	-
22 NORTH	17	68.76'	280.00'	14°04'12"	N84°08'32"W	68.59'	N77°06'27"W	S88°49'22"W
22 C/L	-	61.39'	250.00'	14°04'12"	N84°08'32"W	61.24'	N77°06'27"W	S88°49'22"W
22 SOUTH	28	54.02'	220.00'	14°04'12"	N84°08'32"W	53.89'	N77°06'27"W	S88°49'22"W
23 NORTH	17	16.34'	220.00'	4°15'20"	S79°14'07"E	16.34'	S77°06'27"E	S81°21'47"E
23 C/L	-	61.39'	250.00'	14°04'12"	S84°08'32"E	61.24'	S77°06'27"E	N88°49'22"E
23 SOUTH	-	68.76'	280.00'	14°04'12"	S84°08'32"E	68.59'	S77°06'27"E	N88°49'22"E
-	28	27.59'	280.00'	5°38'43"	S79°55'48"E	27.58'	-	-
-	27	41.17'	280.00'	8°25'28"	S86°57'54"E	41.13'	-	-
24	19	43.81'	50.00'	50°12'29"	N83°43'07"E	42.43'	N88°49'22"E	N38°36'53"E
25	25	43.81'	50.00'	50°12'29"	N50°04'23"W	42.43'	N40°56'09"W	S88°49'22"W
26	-	367.06'	75.00'	280°24'59"	N01°10'38"W	96.00'	S40°56'09"E	S38°36'53"W
-	19	32.43'	75.00'	24°46'32"	S51°00'09"W	32.18'	-	-
-	20	60.00'	75.00'	45°50'12"	S86°18'31"W	58.41'	-	-
-	21	60.00'	75.00'	45°50'12"	N47°51'17"W	58.41'	-	-
-	22	60.00'	75.00'	45°50'12"	N02°01'05"W	58.41'	-	-
-	23	60.00'	75.00'	45°50'12"	N43°49'07"E	58.41'	-	-
-	24	60.00'	75.00'	45°50'12"	N89°39'12"E	58.41'	-	-
-	25	34.63'	75.00'	26°27'27"	S54°11'52"E	34.33'	-	-
27	OUTLOT 2	23.56'	7.50'	180°00'00"	N88°49'22"E	15.00'	S01°10'38"E	N01°10'38"W
28	OUTLOT 2	23.56'	7.50'	180°00'00"	S88°49'22"W	15.00'	N01°10'38"W	S01°10'38"E
29 WEST	OUTLOT 17	99.78'	187.50'	30°29'23"	S14°04'04"W	98.60'	S29°18'45"W	S01°10'38"E
29 C/L	-	79.82'	150.00'	30°29'23"	S14°04'04"W	78.88'	S29°18'45"W	S01°10'38"E
29 EAST	OUTLOT 18	59.87'	112.50'	30°29'23"	S14°04'04"W	59.16'	S29°18'45"W	S01°10'38"E
30 WEST	OUTLOT 17	113.08'	212.50'	30°29'23"	N14°04'04"E	111.75'	N29°18'45"E	N01°10'38"W
30 C/L	-	133.04'	250.00'	30°29'23"	N14°04'04"E	131.47'	N29°18'45"E	N01°10'38"W
30 EAST	OUTLOT 18	152.89'	287.50'	30°29'23"	N14°04'04"E	151.19'	N29°18'45"E	N01°10'38"W
31	OUTLOT 3	23.56'	7.50'	180°00'00"	N88°49'22"E	15.00'	S01°10'38"E	N01°10'38"W
32	OUTLOT 3	23.56'	7.50'	180°00'00"	S88°49'22"W	15.00'	N01°10'38"W	S01°10'38"E
33 C/L	-	83.60'	150.00'	31°55'52"	S68°26'58"W	82.52'	S82°24'55"W	S50°29'02"W
34 WEST	-	141.19'	230.00'	35°08'56"	S32°54'34"W	138.89'	S50°29'02"W	S15°20'06"W
-	54	58.55'	230.00'	14°35'02"	S43°11'29"W	58.39'	-	-
-	OUTLOT 11	20.01'	230.00'	4°59'02"	S33°24'24"W	20.00'	-	-
-	53	62.54'	230.00'	15°34'48"	S23°07'30"W	62.35'	-	-
34 C/L	-	122.69'	200.00'	35°08'56"	S32°54'34"W	120.78'	S50°29'02"W	S15°20'06"W
34 EAST	-	104.29'	170.00'	35°08'56"	S32°54'34"W	102.66'	S50°29'02"W	S15°20'06"W
-	38	31.64'	170.00'	10°39'49"	S45°09'08"W	31.59'	-	-
-	39	72.65'	170.00'	24°29'08"	S27°34'40"W	72.10'	-	-
35 WEST	-	170.50'	200.00'	49°50'39"	N39°45'26"E	165.38'	N64°10'45"E	N15°20'06"E
-	52	2.41'	200.00'	0°41'27"	N15°40'49"E	2.41'	-	-
-	51	168.09'	200.00'	48°09'13"	N40°06'03"E	163.18'	-	-
35 C/L	-	196.07'	230.00'	48°50'39"	N39°45'26"E	190.19'	N64°10'45"E	N15°20'06"E
35 EAST	-	221.66'	260.00'	48°50'39"	N39°45'26"E	215.00'	N64°10'45"E	N15°20'06"E
-	40	34.47'	260.00'	7°35'47"	N10°07'59"E	34.45'	-	-
-	41	88.78'	260.00'	19°33'53"	N32°42'50"E	88.35'	-	-
-	42	88.78'	260.00'	19°33'53"	N52°16'43"E	88.35'	-	-
-	OUTLOT 7	9.62'	260.00'	2°07'05"	N63°07'12"E	9.61'	-	-
36	49	43.81'	50.00'	50°12'29"	N89°17'00"E	42.43'	S65°36'45"E	N64°10'45"E
37	44	43.81'	50.00'	50°12'29"	S39°04'31"W	42.43'	S64°10'45"W	S13°58'16"W
38	-	367.06'	75.00'	280°24'59"	S25°49'15"E	96.00'	N65°36'45"W	N13°58'16"E
-	49	52.53'	75.00'	40°07'42"	N85°40'36"W	51.46'	-	-
-	48	66.66'	75.00'	50°55'36"	S48°47'45"W	64.49'	-	-
-	47	66.66'	75.00'	50°55'36"	S02°07'51"E	64.49'	-	-
-	46	66.66'	75.00'	50°55'36"	S53°03'27"E	64.49'	-	-
-	45	66.66'	75.00'	50°55'36"	N76°00'57"E	64.49'	-	-
-	44	47.89'	75.00'	36°34'53"	N32°15'42"E	47.08'	-	-

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20725 WATERTOWN ROAD I SUITE 100
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Owner/Developer:
MLG Dousman Investment LLC.
Attn: Joseph Bukovich
19000 W. Bluemound Road
Brookfield, WI 53045
Ph: 262-424-5997

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

TALBOT'S WOODS

BEING ALL OF LOT 1 OF C.S.M. No. 12546 AND ALL OF LOTS 3 AND 4 OF C.S.M. No. 12391 AND ADDITIONAL LANDS ALL LOCATED IN THE NE 1/4 AND NW 1/4 OF THE NE 1/4 AND THE NE 1/4 AND NW 1/4 OF THE NW 1/4 OF SEC. 2, T6N, R17E, AND THE SE 1/4 AND SW 1/4 OF THE SE 1/4 AND THE SE 1/4 AND SW 1/4 OF THE SW 1/4 OF SEC. 35, T7N, R17E, VILLAGE OF DOUSMAN, WAUKESHA COUNTY, WISCONSIN

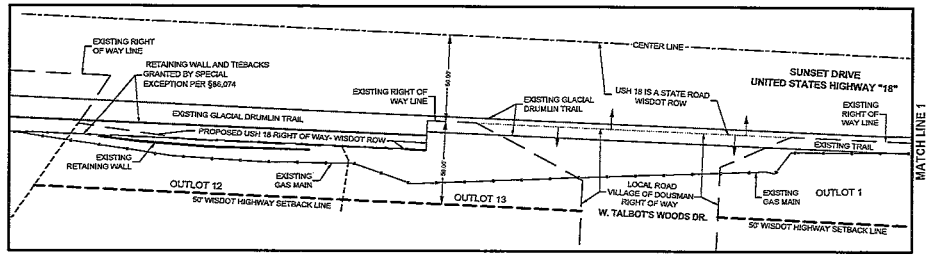
WISCONSIN JOHN P. KONOPACKI S-2461 SURVEYOR

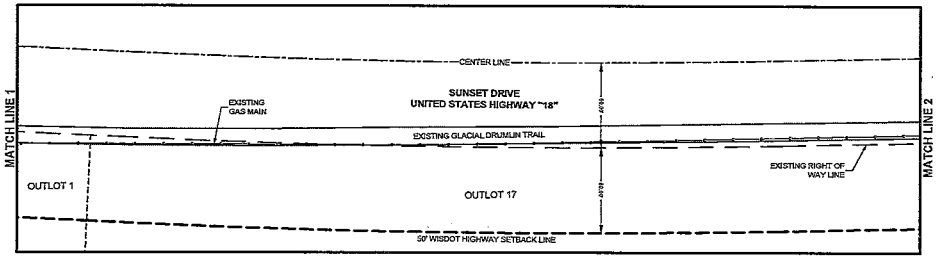
DATE: DECEMBER 11, 2024
REVISED: MARCH 4, 2025
REVISED: APRIL 15, 2025
REVISED: MAY 7, 2025

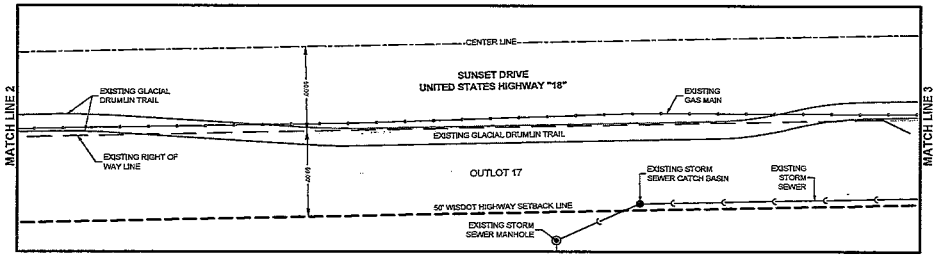
PEG JOB #1467.00-W3
SHEET 12 OF 14

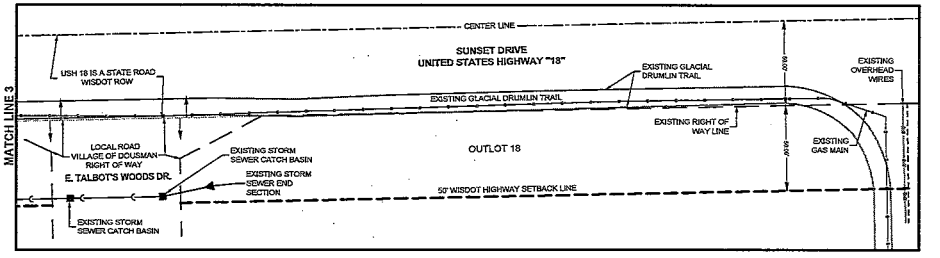
www.pinnacle-engr.com

50' WISDOT HIGHWAY SETBACK AREA DETAIL
SCALE 1=40'









PRIVATE PEDESTRIAN PATH EASEMENT CURVE TABLE				
CURVE NO.	ARC	RADIUS	CHORD BEARING	CH LENGTH
C21	21.66'	25.00'	S24°16'41"W	20.99'
C22	75.34'	55.00'	S49°14'00"W	69.58'
C23	131.77'	205.00'	N73°05'44"W	129.51'
C24	15.34'	35.00'	N42°08'35"W	15.22'
C25	7.91'	25.00'	S45°45'09"E	7.77'
C26	125.34'	195.00'	S73°05'44"E	123.19'
C27	61.64'	45.00'	N49°14'00"E	56.53'
C28	35.81'	35.00'	N39°18'25"E	34.27'
C29	15.66'	25.00'	N77°55'41"W	15.40'
C30	27.01'	55.00'	N81°47'57"W	26.74'
C31	29.59'	15.00'	N11°13'14"W	25.02'
C32	18.62'	15.00'	N69°44'03"E	17.44'
C33	4.61'	260.00'	N63°40'16"E	4.61'
C34	31.03'	25.00'	S09°44'03"W	29.07'
C35	9.86'	5.00'	S11°13'14"E	8.34'
C36	22.10'	45.00'	S61°47'57"E	21.88'
C37	23.61'	35.00'	S76°22'26"E	23.16'
C38	9.18'	55.00'	N21°02'27"W	9.17'
C39	1.12'	15.00'	N18°24'33"W	1.12'
C40	5.00'	25.00'	S21°59'24"E	4.99'
C41	7.51'	45.00'	S21°02'27"E	7.50'

SANITARY SEWER AND WATER MAIN CURVE TABLE				
CURVE NO.	ARC	RADIUS	CHORD BEARING	CH LENGTH
C42	11.27'	31.50'	S16°34'15"E	11.21'
C43	20.37'	31.50'	N28°23'30"W	20.02'
C44	20.60'	31.50'	N28°22'39"E	20.29'
C45	17.90'	31.50'	S42°06'05"E	17.66'
C46	5.24'	36.50'	S63°06'25"E	5.23'
C47	33.80'	36.50'	S20°03'59"E	32.61'
C48	28.95'	36.50'	S09°00'25"W	28.20'
C49	51.58'	36.50'	N39°08'07"W	47.40'
C50	15.02'	36.50'	S79°00'28"E	14.91'
C51	20.00'	300.00'	N15°05'07"E	20.00'
C52	20.00'	307.50'	S15°05'07"W	20.00'
C53	19.16'	31.50'	N16°14'52"E	18.87'
C54	29.34'	31.50'	S09°20'51"E	28.29'
C55	10.18'	31.50'	N10°25'55"W	10.13'
C56	12.07'	212.50'	S09°26'59"W	12.07'
C57	69.54'	212.50'	S10°08'40"W	69.69'
C58	24.36'	20.00'	N56°16'45"W	22.88'
C59	119.28'	719.50'	N88°25'40"W	119.15'
C60	125.18'	680.50'	N86°56'53"W	125.00'
C61	47.43'	60.00'	S69°08'10"W	46.20'
C62	99.71'	53.00'	N63°36'43"W	85.64'
C63	106.71'	53.00'	N75°55'48"E	89.04'
C64	47.43'	60.00'	S69°34'26"E	46.20'
C65	53.83'	719.50'	N89°55'31"E	53.81'
C66	58.53'	719.50'	S84°00'31"E	58.51'
C67	112.82'	680.50'	S86°25'40"E	112.69'
C68	5.98'	20.00'	N50°15'32"E	5.96'
C69	11.42'	287.50'	S00°02'20"E	11.42'
C70	17.31'	20.00'	S66°23'08"E	16.77'
C71	47.43'	60.00'	N66°10'43"E	46.20'
C72	67.37'	53.00'	N79°57'07"E	62.93'
C73	102.66'	53.00'	S46°11'14"W	105.93'
C74	47.43'	60.00'	N69°31'59"W	46.20'
C75	12.23'	20.00'	S71°18'40"W	12.04'
C76	50.12'	287.50'	N06°05'38"E	50.06'

STORM WATER POND ACCESS AND DRAINAGE EASEMENTS CURVE TABLE				
CURVE NO.	ARC	RADIUS	CHORD BEARING	CH LENGTH
C77	6.23'	525.28'	N88°49'22"E	6.23'
C78	10.01'	112.50'	N01°22'21"E	10.01'
C79	23.56'	7.50'	N88°49'22"E	15.00'
C80	20.02'	200.00'	N85°36'40"W	20.01'
C81	7.60'	200.00'	N24°49'37"W	7.60'
C82	10.00'	187.50'	S00°21'05"W	10.00'
C83	20.07'	260.00'	S33°17'50"E	20.00'
C84	9.61'	260.00'	N63°07'12"E	9.61'

SANITARY SEWER AND WATER MAIN LINE TABLE		
LINE NO.	BEARING	DISTANCE
L95	N04°10'45"E	31.50'
L96	S63°52'54"W	58.89'
L97	N63°52'54"E	14.36'
L98	N71°07'06"W	13.64'
L99	S71°07'06"E	18.52'
L100	N63°52'54"E	22.23'
L101	N22°46'52"E	36.50'
L102	S15°06'14"W	25.12'
L103	N65°49'49"E	9.25'
L104	N18°36'35"E	16.29'
L105	S65°49'49"W	13.41'
L106	S24°10'11"E	13.15'
L107	N24°10'11"W	17.78'
L108	S09°57'30"W	23.03'
L109	S20°02'30"E	18.54'
L110	N69°57'30"E	17.57'
L111	N15°06'14"E	29.91'
L112	N74°54'53"W	32.52'
L113	N74°54'53"W	7.50'
L114	S74°54'53"E	7.50'
L115	S88°49'22"W	31.50'
L116	N88°49'22"E	51.70'
L117	S88°49'22"W	59.74'
L118	S88°49'22"W	242.99'
L119	S87°46'55"W	234.70'
L120	S81°39'50"W	128.57'
L121	N74°54'53"W	35.02'
L122	N02°36'53"E	20.48'
L123	S74°54'53"E	35.39'
L124	N81°39'50"E	113.12'
L125	N02°13'06"W	24.90'
L126	N87°46'55"E	11.90'
L127	N87°46'55"E	234.70'
L128	N03°14'31"E	9.14'
L129	S86°45'29"E	20.00'
L130	S03°14'31"W	9.00'
L131	N88°49'22"E	248.91'
L132	N01°10'38"W	8.00'
L133	N88°49'22"E	20.00'
L134	S01°10'38"E	6.32'
L135	N88°49'22"E	95.64'
L136	N43°49'22"E	11.10'
L137	S46°10'38"E	20.00'
L138	S43°49'22"W	8.82'
L139	S88°49'22"W	105.72'

STORM WATER POND ACCESS AND DRAINAGE EASEMENTS LINE TABLE		
LINE NO.	BEARING	DISTANCE
L145	S88°49'22"W	131.26'
L146	S01°10'38"E	36.08'
L147	S88°49'22"W	20.00'
L148	N01°10'38"W	36.08'
L149	N88°49'22"E	20.00'
L150	N86°42'42"W	7.64'
L151	N14°32'25"E	125.63'
L152	N60°08'35"W	10.37'
L153	N29°51'25"E	20.00'
L154	S60°08'35"E	25.63'
L155	S14°32'25"W	135.46'
L156	S86°50'15"W	13.13'
L157	S01°10'38"E	17.58'
L158	S01°10'38"E	20.00'
L159	S88°49'22"W	178.17'
L160	S66°10'58"W	44.58'
L161	S01°10'38"E	120.83'
L162	S66°23'08"E	38.16'
L163	S01°10'38"E	174.90'
L164	S88°49'22"W	9.77'
L165	N88°34'20"W	10.24'
L166	N01°10'38"W	161.64'
L167	N66°23'08"W	38.16'
L168	N01°10'38"W	147.97'
L169	N88°15'08"E	61.91'
L170	N88°49'22"E	182.15'
L171	S01°10'38"E	25.08'
L172	S01°10'38"E	20.00'
L173	S88°49'22"W	15.00'
L174	N01°10'38"W	20.00'
L175	N88°49'22"E	15.00'
L176	S01°10'38"E	9.89'
L177	N78°01'16"E	27.48'
L178	S11°58'44"E	20.00'
L179	S78°01'16"W	31.22'
L180	N01°10'38"W	20.36'
L181	N88°49'22"E	20.51'
L182	N14°45'20"E	148.61'
L183	N01°10'38"W	36.60'
L184	N88°49'22"E	20.00'
L185	S01°10'38"E	39.40'
L186	S14°45'20"W	145.76'
L187	S88°49'22"W	20.80'
L188	N23°15'47"W	10.79'
L189	N88°49'22"E	118.83'
L190	S00°58'03"E	20.00'
L191	S88°49'22"W	103.67'
L192	N25°32'24"E	11.20'
L193	S88°49'22"W	15.81'
L194	S00°37'08"E	10.08'
L195	N83°10'50"W	90.97'
L196	S89°22'52"W	105.31'
L197	N86°01'14"W	90.24'
L198	S88°49'22"W	90.00'
L199	N86°03'37"W	185.80'
L200	S83°39'51"W	109.19'
L201	N10°24'20"W	20.05'
L202	N83°39'51"E	112.32'
L203	S86°03'37"E	178.22'
L204	N01°10'38"W	135.06'
L205	N88°49'22"E	13.77'
L206	S01°10'38"E	140.00'
L207	N88°49'22"E	88.45'
L208	S86°01'14"E	90.34'
L209	N89°22'52"E	105.81'
L210	S83°10'50"E	89.58'
L211	S01°10'38"E	10.10'
L212	N88°49'22"E	391.18'
L213	S01°10'38"E	20.00'
L214	S88°49'22"W	391.69'

STORM WATER POND ACCESS AND DRAINAGE EASEMENTS LINE TABLE		
LINE NO.	BEARING	DISTANCE
L215	N01°10'38"W	10.00'
L216	S88°49'22"W	15.00'
L217	S01°10'38"E	10.00'
L218	S88°49'22"W	251.52'
L219	N67°02'25"W	169.21'
L220	S79°17'14"W	82.39'
L221	S88°49'22"W	396.94'
L222	N66°24'52"W	18.28'
L223	N66°43'42"W	24.02'
L224	S26°33'16"W	151.42'
L225	N26°33'15"E	159.49'
L226	N66°24'52"W	22.29'
L227	S66°15'41"W	162.03'
L228	N23°44'18"W	12.40'
L229	N66°15'41"E	150.35'
L230	N02°36'53"E	317.92'
L231	S87°23'07"E	20.00'
L232	S02°36'53"W	306.54'
L233	S66°24'52"E	69.16'
L234	S66°43'42"E	65.36'
L235	N66°15'15"E	395.60'
L236	S88°34'20"E	301.82'
L237	N88°49'22"E	139.42'
L238	S54°29'56"W	100.00'
L239	S22°38'38"W	60.76'
L240	S08°20'42"W	289.42'
L241	S39°39'03"W	194.31'
L242	S84°07'54"W	45.23'
L243	S00°37'05"E	18.08'
L244	S84°07'54"W	20.08'
L245	N00°37'05"W	18.08'
L246	S84°07'54"W	87.52'
L247	N57°43'49"W	32.70'
L248	S72°41'26"W	315.16'
L249	S00°37'05"E	192.30'
L250	S75°43'47"W	25.00'
L251	S40°17'22"W	78.98'
L252	S83°08'18"W	45.90'
L253	S85°12'56"W	260.82'
L254	N76°06'37"W	45.49'
L255	N49°50'07"W	43.22'
L256	N16°14'55"W	49.26'
L257	N13°56'09"E	67.32'
L258	N43°13'02"E	50.93'
L259	N67°44'30"E	55.36'
L260	N63°45'43"E	0.07'
L261	N19°10'46"W	99.69'
L262	N89°22'56"E	21.10'
L263	S19°10'49"E	93.57'
L264	N80°51'36"E	18.92'
L265	N11°08'16"E	41.17'
L266	N33°14'03"E	71.19'
L267	N30°26'16"E	69.12'
L268	N30°30'38"E	45.17'
L269	N62°33'25"E	33.01'
L270	S57°43'12"E	212.44'
L271	N72°41'26"E	334.59'
L272	N45°17'20"E	46.81'
L273	N22°04'32"E	26.98'
L274	N51°52'33"E	145.96'
L275	N34°19'07"E	148.74'
L276	N15°09'47"E	116.32'
L277	N22°01'21"E	68.70'
L278	N45°54'58"E	83.41'
L279	N58°54'25"E	96.32'
L280	N64°10'45"E	10.39'
L281	S25°49'15"E	154.13'
L282	S22°04'32"W	26.98'
L283	N25°49'15"W	172.02'

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Brookfield, WI 53045
PH: 262-424-5997

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

TALBOT'S WOODS

BEING ALL OF LOT 1 OF C.S.M. No. 12546 AND ALL OF LOTS 3 AND 4 OF C.S.M. No. 12391 AND ADDITIONAL LANDS ALL LOCATED IN THE NE 1/4 AND NW 1/4 OF THE NE 1/4 AND THE NE 1/4 AND NW 1/4 OF THE NW 1/4 OF SEC. 2, T6N, R17E, AND THE SE 1/4 AND SW 1/4 OF THE SE 1/4 AND THE SE 1/4 AND SW 1/4 OF THE SW 1/4 OF SEC. 35, T7N, R17E, VILLAGE OF DOUSMAN, WAUKESHA COUNTY, WISCONSIN

WISCONSIN
JOHN P. KONOPACKI
S-2461
SUMMIT, WI
LAND SURVEYOR

DATE: DECEMBER 11, 2024
REVISED: MARCH 4, 2025
REVISED: APRIL 15, 2025
REVISED: MAY 7, 2025

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

PEGJOB#1467.00-W1
SHEET 13 OF 14

www.pinnacle-engr.com

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped all of Lot 1 of Certified Survey Map No. 12546, as recorded in the Register of Deeds office for Waukesha County as Document No. 4758554, and all of Lots 3 and 4 of Certified Survey Map No. 12391, as recorded in the Register of Deeds office for Waukesha County as Document No. 4699047, and additional lands all located in the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 2, Town 6 North, Range 17 East, and the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 35, Town 7 North, Range 17 East, Village of Dousman, Waukesha County, Wisconsin, described as follows:

Beginning at the southwest corner of the Southwest 1/4 of said Section 35; thence North 89°22'55" East along the south line of said Southwest 1/4, 1209.76 feet to the east line of Lot 2 of Certified Survey Map No. 12391; thence along said east line the following courses: North 33°14'03" East, 16.30 feet; North 30°26'18" East, 69.12 feet; North 30°30'38" East, 45.17 feet; North 62°33'25" East, 33.01 feet; North 13°00'21" West, 61.97 feet; North 46°15'43" East, 53.91 feet; North 18°58'07" East, 69.92 feet; North 35°38'07" East, 44.09 feet; North 11°36'44" East, 59.36 feet; North 76°09'40" East, 23.87 feet; North 55°36'54" East, 15.73 feet; North 61°38'35" East, 33.75 feet; North 24°24'23" East, 41.90 feet; South 82°13'37" East, 30.69 feet; South 50°18'00" East, 37.73 feet; North 65°05'12" East, 24.48 feet; North 43°37'40" East, 44.05 feet; North 74°21'29" East, 78.80 feet; North 51°48'31" East, 33.07 feet; North 18°22'06" East, 53.27 feet; North 11°16'59" West, 48.59 feet; North 35°17'51" West, 50.40 feet; South 88°32'17" West, 43.90 feet; North 08°53'32" East, 18.08 feet;
thence North 89°22'55" East, 111.71 feet; thence North 04°15'05" East, 270.41 feet; thence North 34°11'16" East, 289.23 feet to the south right-of-way line of United States Highway 18 (Sunset Drive);
thence South 87°23'07" East along said south right-of-way line, 536.85 feet to a point of curvature; thence southeasterly 362.50 feet along said south right-of-way line and the arc of said curve to the left, whose radius is 5779.57 feet, whose chord bears South 89°16'53" East, 362.43 feet; thence North 88°49'22" East along said south right-of-way line, 1123.83 feet to the west line of Certified Survey Map No. 5763; thence South 00°50'03" East along said west line, 1140.63 feet to the south line of the Southeast 1/4 of said Section 35; thence North 89°22'52" East along said south line, 154.00 feet; thence South 00°37'08" East, 684.00 feet; thence South 89°22'52" West, 580.00 feet; thence North 00°37'08" West, 266.77 feet; thence South 89°22'52" West, 913.34 feet to the west line of the Northeast 1/4 of Section 2; thence North 00°00'26" East along said west line, 80.00 feet; thence South 89°22'55" West, 2632.44 feet to the centerline of State Trunk Highway 67 (Summit Avenue); thence North 00°22'20" West along said centerline, 337.24 feet to the Point of Beginning.

Containing 4,391,009 square feet (100.8037 acres) of land.

That I have made such survey, land division and map by the direction of MLG DOUSMAN INVESTMENT, LLC, owner of said land.

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

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes, the Village of Dousman Land Division and Platting Ordinance and the Land Division Ordinance of Waukesha County in surveying, mapping and dividing the lands within the subdivision.

Date: DECEMBER 11, 2024
Revised: MARCH 4, 2025
Revised: APRIL 15, 2025
Revised: MAY 7, 2025

WISCONSIN JOHN P. KONOPACKI S-2461 Waukesha, WI LAND SURVEYOR

John P. Konopacki
Professional Land Surveyor S-2461

OWNER'S CERTIFICATE OF DEDICATION

MLG DOUSMAN INVESTMENT, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

MLG DOUSMAN INVESTMENT, LLC also certifies that this plat is required by s.236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. Village of Dousman
2. Wisconsin Department of Administration
3. Waukesha County Parks and Land Use Department
4. Wisconsin Department of Transportation

IN WITNESS WHEREOF, the said MLG DOUSMAN INVESTMENT, LLC, has caused these presents to be signed by _____ its _____, at _____ _____ County, Wisconsin, on this _____ day of _____, 20___.

In the presence of: MLG DOUSMAN INVESTMENT, LLC

By _____, _____

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20___, _____, _____, of the above named limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such member of said limited liability company and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

Notary Public
Name:
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its _____, and its corporate seal to be hereunto affixed this _____ day of _____, 20___.

Date Title:

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20___, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name:
State of Wisconsin
My Commission Expires: _____

VILLAGE PLAN COMMISSION APPROVAL CERTIFICATE

Resolved, that the plat known as TALBOT'S WOODS, being a part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 17 East, and the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Dousman, Waukesha County, Wisconsin, is hereby approved by the Village Plan Commission on this _____ day of _____, 20___.

Cindy Queen, Village President John Roth, Village Clerk

VILLAGE BOARD APPROVAL CERTIFICATE

Resolved, that the plat known as TALBOT'S WOODS, being a part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 17 East, and the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Dousman, Waukesha County, Wisconsin, is hereby approved by the Village Board. The Village of Dousman also hereby approves and accepts all dedications shown hereon.

All conditions have been met as of this _____ day of _____, 20___.

Cindy Queen, Village President

I hereby certify the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Dousman this _____ day of _____, 20___.

John Roth, Village Clerk

VILLAGE OF DOUSMAN TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John Roth, being duly appointed, qualified and acting Treasurer of the Village of Dousman, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of _____, 20___ on any of the lands included in the plat of TALBOT'S WOODS.

Date John Roth, Village Treasurer

WAUKESHA COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Pamela F. Reeves, being duly elected appointed, qualified and acting County Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unpaid taxes and no unredeemed tax sales or special assessments as of _____, 20___ on any of the lands included in the plat of TALBOT'S WOODS.

Date Pamela F. Reeves, County Treasurer

WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

These areas identified as Wetland/Primary Environmental Corridor on this Subdivision Plat shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the Village of Dousman and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that invasive, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Village of Dousman. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Village of Dousman, shall also be permitted.
3. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds are prohibited unless designed to enhance the natural environment. Ponds that may be permitted are subject to the approval of the Village of Dousman and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

GENERAL NOTES

1. All measurements have been made to the nearest one-hundredth of a foot and all angular measurements have been made to the nearest one second.
2. Dimensions along curves are arc lengths.
3. All roads within this plat are dedicated to the public for road purposes.
4. Flood Zone Classification: The Surveyed Property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55133C0164H with an effective date of NOVEMBER 05, 2014. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
5. Primary Environmental Corridor and Wetlands were delineated by Wetland and Waterways Consulting, Inc. September, 2021. The Wetland was delineated on September 20 and 21, 2021 and the Primary Environmental Corridor was delineated on September 21 and 22, 2021.
6. Outlot statement: each individual lot owner shall have an undividable fractional ownership in Outlots 1 through 10 and 14 through 16. The Village of Dousman and Waukesha County shall not be liable for any fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision be reason of tax delinquency. Outlots 17 through 20 will be owned by the subdivider/applicant for future development purposes. Outlot 11 is to be transferred to the adjacent property owner of the unplatted lands to provide access to said unplatted lands. Outlot 12 and 13 will be dedicated to the Village of Dousman for the use of a well/water tower.
7. The pedestrian and bicycle easements shown are for the benefit of the lot owners in Talbot's Woods. The existing trail within Outlots 4, 18, 19 and 20 is the Glacial Drumlin State Trail. The Glacial Drumlin State Trail is an existing public trail.
8. Building setback lines on the residential Lots (Lots 1 - 17) are 30' street, 25' rear and 8' or 10' side yards so that there is a minimum 18' setback between pads on adjacent lots. Building setback on residential Lots (Lots 18 - 56) are 30' street, 25' rear and sides are 10'.
9. Trans 233 Notes:
   a. Setback Note: There shall be no improvements or structures placed between the highway and the setback line without a Special Exception from the Department of Transportation. This shall be a restriction for the benefit of the public under §236.293, Stats., and shall be enforceable by the Department of Transportation.
   b. Access Note: §233.05(1) All Lots and Blocks are hereby restricted so that no owner, possessor, user, licensee, other person shall have any right of direct vehicular ingress or egress with U.S.H. 18 or S.T.H 67, as shown on the plat; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to §236.293, Stats., and shall be enforceable by the Department of Transportation.
   c. Noise Note: §233.105(1) The lots of this land division may experience noise at the levels exceeding the levels in § Trans 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.
   d. Vision Corner: §233.105(2) No structure or improvement of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height. This requirement is for Outlots 3 and 14 where Talbot's Woods Dr. connects to Sunset Dr. (U.S.H 18).

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by
MLG DOUSMAN INVESTMENT, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,
SPECTRUM MID-AMERICA, LLC, Grantee, and
WISCONSIN BELL, INC, doing business as AT&T Wisconsin, a Wisconsin corporation, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
WWW.PINNACLE-ENGR.COM

Owner/Developer:
MLG Dousman Investment LLC.
Attn: Joseph Bulkovich
19000 W. Bluemound Road
Brookfield, WI 53045
PH: 262-424-5997

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

TALBOT'S WOODS

BEING ALL OF LOT 1 OF C.S.M. No. 12546 AND ALL OF LOTS 3 AND 4 OF C.S.M. No. 12391 AND ADDITIONAL LANDS ALL LOCATED IN THE NE 1/4 AND NW 1/4 OF THE NE 1/4 AND THE NE 1/4 AND NW 1/4 OF THE NW 1/4 OF SEC. 2, T6N, R17E, AND THE SE 1/4 AND SW 1/4 OF THE SE 1/4 AND THE SE 1/4 AND SW 1/4 OF THE SW 1/4 OF SEC. 35, T7N, R17E, VILLAGE OF DOUSMAN, WAUKESHA COUNTY, WISCONSIN

www.pinnacle-engr.com

EXHIBIT C

Talbot's Woods Single Family Phase 1 Storm Water Management Practice Maintenance Agreement

(Attached)

Document Number	Talbot's Woods Single Family Phase 1 Storm Water Management Practice Maintenance Agreement Document Title

4778454

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

August 07, 2024 11:16 AM
James R Behrend
Register of Deeds
14 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Recording Area

Name and Return Address:
Village of Dousman
118 S. Main Street
Dousman, Wisconsin 53118

Tax Identification Number:

MLG Dousman Investment LLC, as "Owner" of the property described below agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and in accordance with Village of Dousman ("Village") rules, regulations and ordinances. The Owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits all of which are attached hereto and incorporated herein:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").
Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.
Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. This Agreement shall run with the Property and be binding upon the Owner and all heirs, successors and assigns including all owners of subdivided lots on the Property ("Titleholders"). Upon Owner transferring title to all subdivided lots on the Property to Titleholders, the Owner shall automatically be released from any and all obligations set forth in this Agreement without the requirement of further documentation; provided that this release does not modify Owner's obligations per its developer's agreement with the Village of Dousman. The responsibilities and obligations contained in this Agreement, as they relate to any commonly owned portions of the Property, may be performed by an association of Titleholders, but the Titleholders have the ultimate responsibility described herein.
2. The Titleholders shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) identified in **Exhibit B** in accordance with the maintenance plan contained in **Exhibit C**.
3. Upon written notification by the Village or their designee, the Titleholders shall, at their own cost and within a reasonable time period determined by the Village, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the Village and complete any maintenance or repair work recommended in the report. The Titleholders shall be liable for the failure to undertake any maintenance or repairs.

4. In addition, and independent of the requirements under paragraph 3 above, the Village, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The Village may require work to be done which differs from the report described in paragraph 3 above, if the Village reasonably concludes that such work is necessary and consistent with the intent of this Agreement. Upon notification by the Village of required maintenance or repairs, the Titleholders shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village.
5. If the Titleholders do not complete an inspection under paragraph 3 above or required maintenance or repairs under paragraph 4 above within the specified time period, the Village is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village, no notice shall be required prior to the Village performing emergency maintenance or repairs. The Village may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
6. The Titleholders shall notify the Village in writing of any maintenance work performed pursuant to this Agreement.
7. The term of this Agreement shall commence on the date that this agreement is filed with the Register of Deeds Office for Waukesha County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this agreement may be terminated by recording with the Register of Deeds Office for Waukesha County, Wisconsin, a written instrument of termination approved by the Village of Dousman Village Board and sixty-six percent (66%) of all the then Titleholders.
8. This Agreement may be amended with the written approval of the Village of Dousman Village Board and sixty-six percent (66%) of all of the then Titleholders. The Village has the unilateral authority to update this Agreement based upon any physical modifications to the stormwater management practices described herein, by recording an updated Exhibit B and/or an updated Exhibit C in the office of the Waukesha County Register of Deeds and giving notice thereof to the Titleholders.
9. Any notice, request, or demand required or permitted under this agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

   If to the Village of Dousman: Village of Dousman
   118 S. Main Street
   Dousman, WI 53118

   If to the Titleholder(s): The address of record to mailing of the Waukesha County Property Tax Bill

10. Owner reserves the right, at any time during the term of this Agreement and subject to written approval by the Village of Dousman Village Board that is recorded along with any such revision, to subject other real property (the "Additional Properties") to this Agreement. The Additional Properties shall be located in Waukesha County, Wisconsin and, when added to this

Agreement, shall be adjacent to the Property. Owner shall add Additional Properties to the Property by recording with the Register of Deeds for Waukesha County one or more amendments to this Agreement, with each amendment setting forth the legal description of the Additional Properties thereby added to the Property, together with identifying the additional lots which shall be subject to this Agreement and including the written approval of the Village of Dousman Village Board.

11. In the event a court of competent jurisdiction determines that a provision of this Agreement, or portion thereof, is unlawful, illegal, or unconstitutional, said determination as to the particular provision, or portion thereof, shall not void the rest of the Agreement and the remainder shall continue in full force and effect.

SIGNATURES ARE LOCATED ON THE FOLLOWING PAGE

Dated this 31 day of July, 2024.

Owner: MLG Dousman Investment LLC
By: MLG DevCo LLC
By: MLG Holding Company LLC

By:
(Owners Signature)

Timothy J. Waller
President
(Printed Name & Title)

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this 31 day of July, 2024, the above named to me known to be the person who executed the foregoing instrument and acknowledged the same.

Christina M Kremel
Notary Public, Waukesha County, WI
My commission expires: 4/17/28

Christina M Kremel
NOTARY PUBLIC
STATE OF WISCONSIN

This document was drafted by:
Attorney Paul J. Hinkfuss
MLG Dousman Investment LLC
19000 W. Bluemound Road
Brookfield, WI 53045

https://mlgcompanies.sharepoint.com/sites/MLGFiles/Projects/Dousman - Lad Lake/Engineering/Stormwater/Talbot's Woods Phase 1 Stormwater Management Maintenance Agreement MLG 7-30-24 PEG 7-30-24.docx

Exhibit A -1
Legal Description

The following legal description and map identify the property affected by this Agreement.

Project Identifier: Talbot's Woods Single Family Phase 1, a portion of the Talbot's Woods subdivision plat
Date of Recording: Talbot's Woods was recorded on _____, 20___.
Map Produced by: Pinnacle Engineering Group (PEG #1467.00-WI)
Legal Description:
Lots 1 through 58 and Outlots 1 through 16, Talbot's Woods in the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 and in the Southwest 1/4 of the Southeast 1/4 of Section 35, Town 7 North, Range 17 East and additional lands in the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 2, Town 6 North, Range 17 East, Village of Dousman, Waukesha County, Wisconsin,
Acres: 28.7 acres (Lots 1-58 and Outlots 1-16)

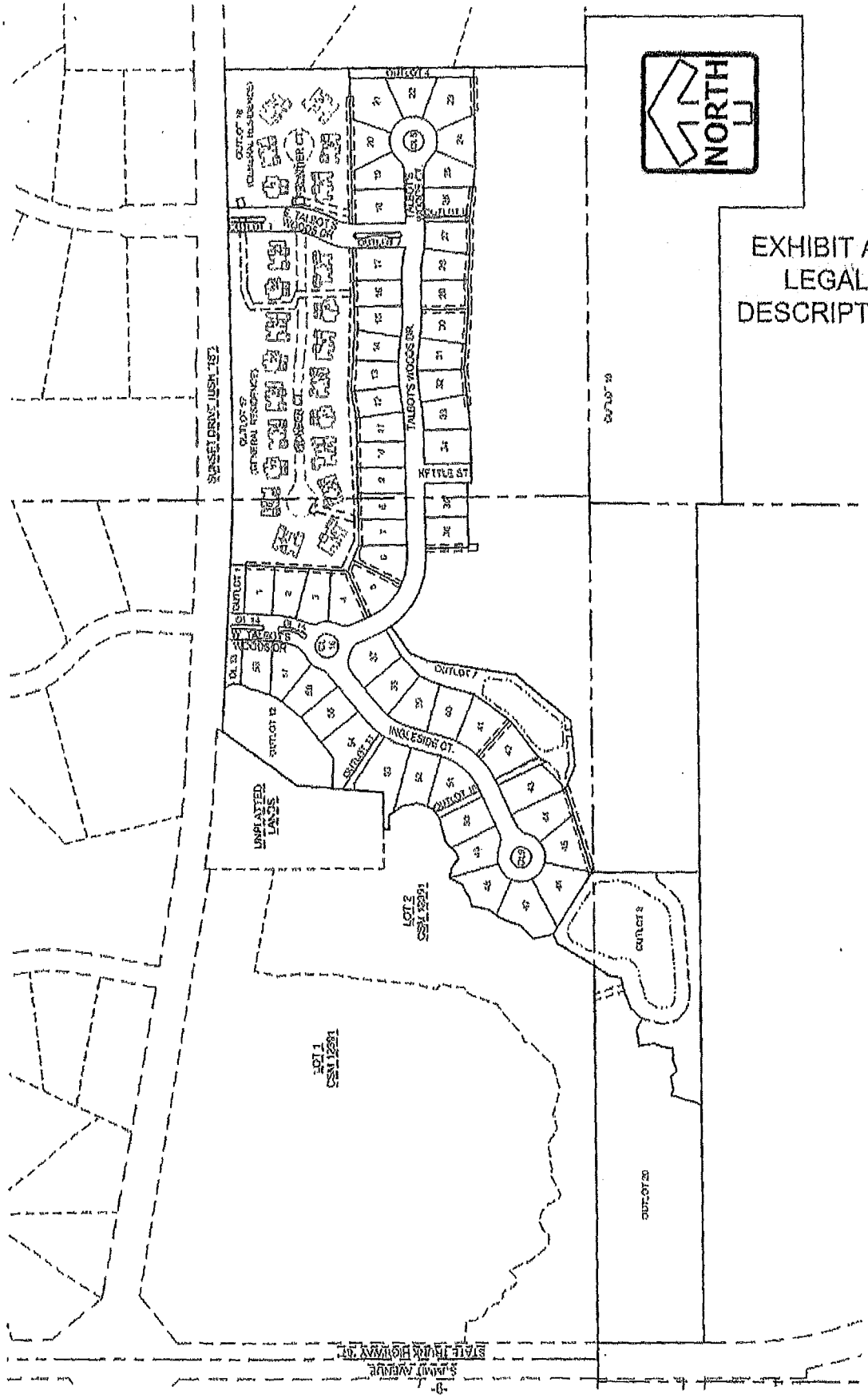

NORTH
EXHIBIT A-2
LEGAL
DESCRIPTION
SUNSET DRIVE (USH 151)
OUTLOT 9
GENERAL RESERVED
OUTLOT 8
GENERAL RESERVED
OUTLOT 1
TALBOTS WOODS DR
TALBOTS WOODS CT
TALBOTS WOODS DR
OUTLOT 3
OUTLOT 7
OUTLOT 10
OUTLOT 11
OUTLOT 12
OUTLOT 13
OUTLOT 14
OUTLOT 15
OUTLOT 16
OUTLOT 17
OUTLOT 18
OUTLOT 19
OUTLOT 20
INGLESIDE CT.
UNPLATTED LANDS
LOT 2
CSM 12891
LOT 1
CSM 12891
STATE HIGHWAY 78
S. MAIN AVENUE

Exhibit B-1
Location Map
Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the map on Exhibits B-2(ii) and B-2(iii). Full size construction plans are on file with the Village of Dousman. The practices include infiltration basin #3 and infiltration basin #4, storm sewer draining the Condominium Association property (Outlots 17 and 18) to infiltration basin #3 as shown on Exhibit B-2(iii), storm sewer Located in the drainage easements shown on Exhibits B-2(ii) and B-2(iii), the pond outlet piping, pond outlet structures and all associated structures, earthen berms, swales, and other components of these practices.

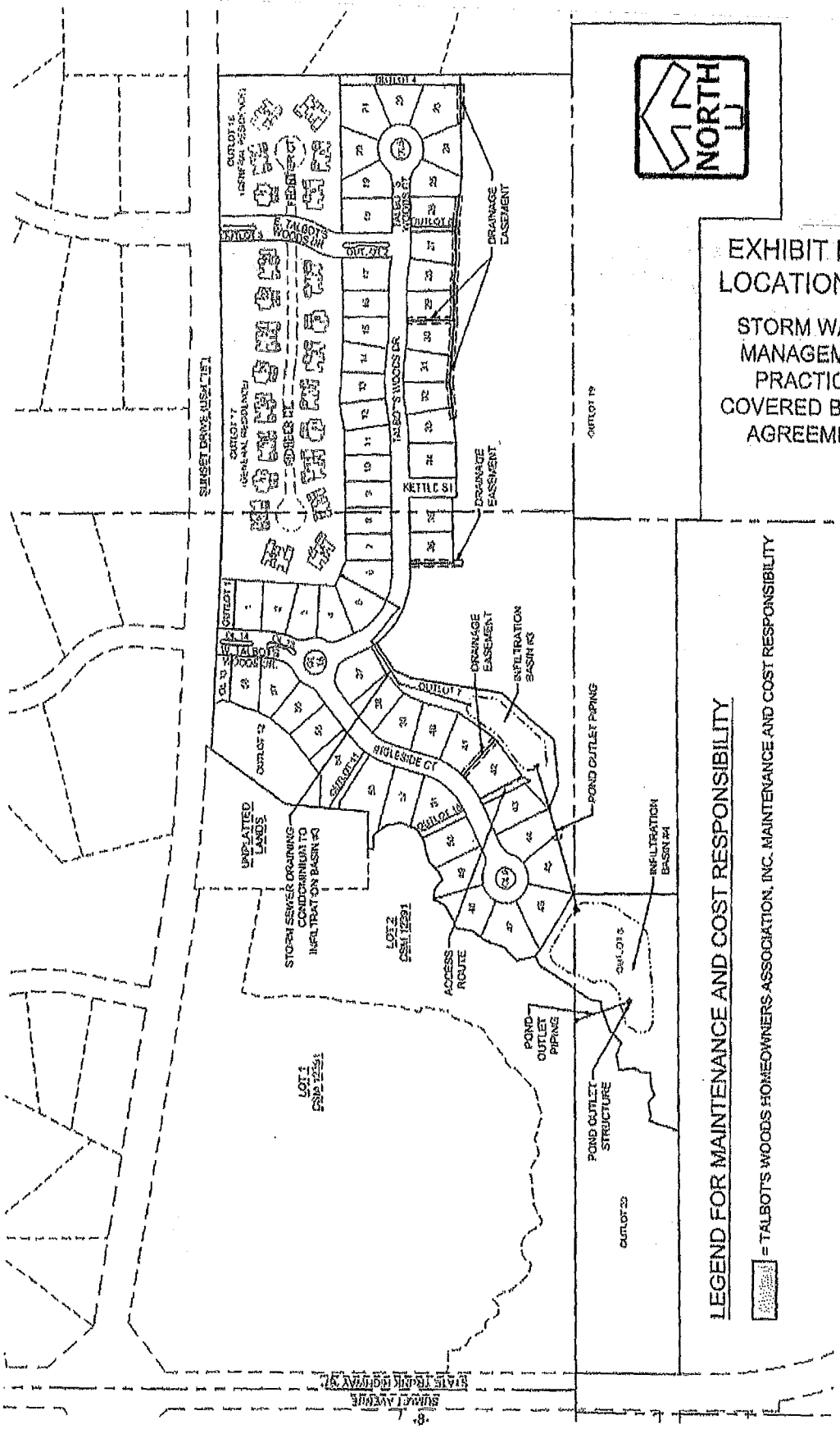
Project Name: Talbot's Woods Single Family Phase 1, a portion of the Talbot's Woods subdivision plat

Storm Water Practices: Infiltration basin #3 and infiltration basin #4, storm sewer draining the Condominium Association property (Outlots 17 and 18) to infiltration basin #3 as shown on Exhibit B-2(iii), storm sewer located in the drainage easements shown on Exhibits B-2(ii) and B-2(iii), the pond outlet piping, pond outlet structures and all associated structures, earthen berms, swales, and other components of these practices.

Location of Practices: As identified on Exhibits B-2(ii) and B-2(iii). Practices not specifically identified on these exhibits are in the drainage easements. Details of all of these practices can be found on the full-size construction plans on file with the Village of Dousman. A legend located on each of the B-2 Exhibits identifies which party has the maintenance and cost responsibility for the practices. Talbot's Woods Single Family Phase 1 has maintenance and cost responsibility either individually or shared as shown on Exhibits B-2(ii) and B-2(iii).

Owners: The owners of lots 1-58 in Talbot's Woods have undividable fractional ownership in Outlots 1-16 in Talbot's Woods Phase 1.

Drainage Easement Restrictions:
Drainage easements shown on Exhibits B-2(ii) and B-2(iii) are for storm water collection, conveyance, treatment and access. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt storm water flow in any way. See Exhibit C for specific maintenance requirements for storm water management practices within these areas.


NORTH
EXHIBIT B-2(ii)
LOCATION MAP
STORM WATER MANAGEMENT PRACTICES COVERED BY THIS AGREEMENT.
LEGEND FOR MAINTENANCE AND COST RESPONSIBILITY
= TALBOT'S WOODS HOMEOWNERS ASSOCIATION, INC. MAINTENANCE AND COST RESPONSIBILITY
DRAINAGE EASEMENT
INFILTRATION BASIN #3
POND OUTLET PIPING
INFILTRATION BASIN #4
POND OUTLET STRUCTURE
ACCESS ROUTE
UNPLATTED LANDS
STORM SEWER DRAINING CONDOMINIUM TO INFILTRATION BASIN #3
LOT 2
LOT 1
KETTLE ST
TALBOT'S WOODS DR
SUNSET DRIVE
SUMMIT AVENUE
STATE TRUNK HIGHWAY 32

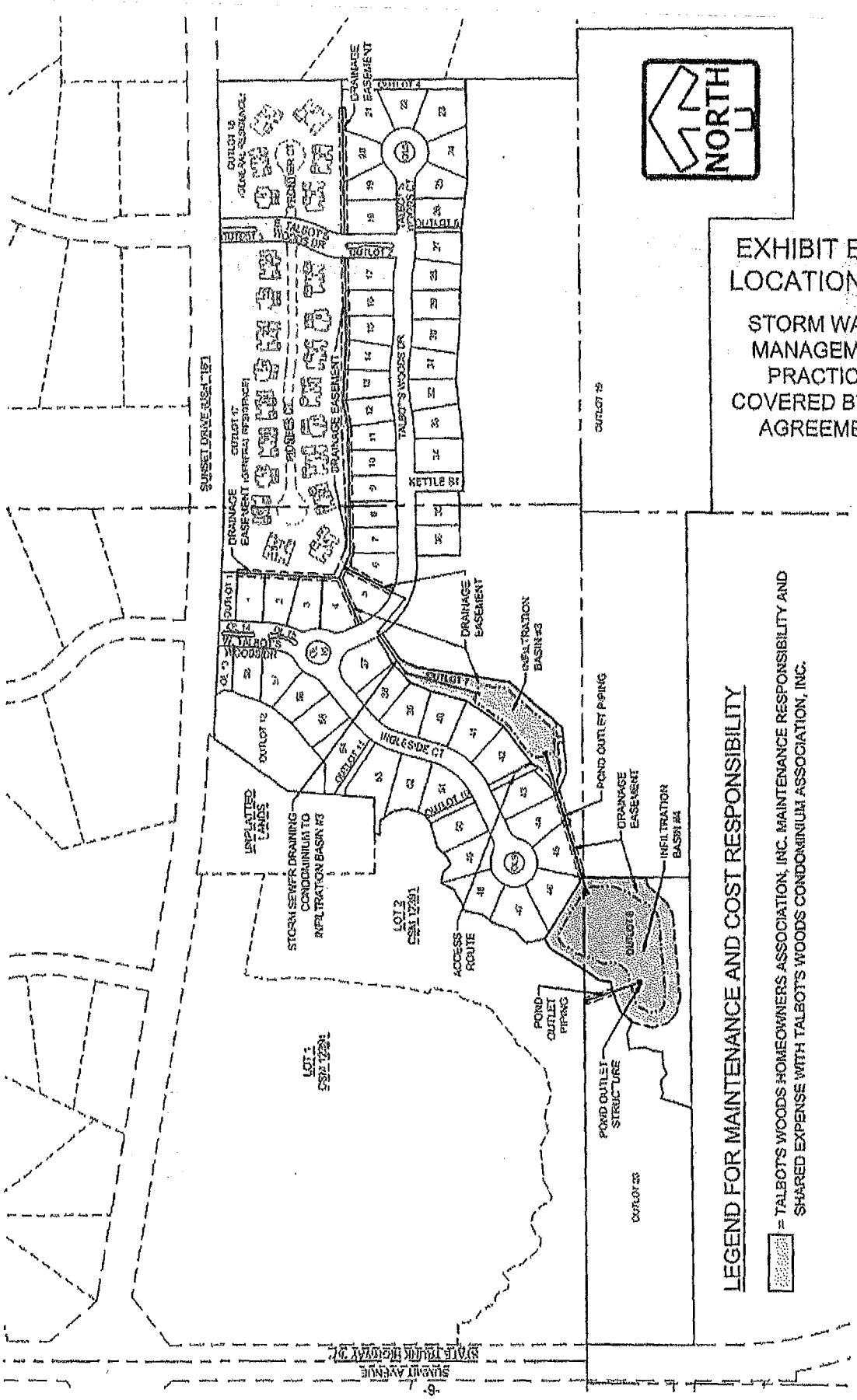

NORTH
EXHIBIT B-2(iii)
LOCATION MAP
STORM WATER MANAGEMENT PRACTICES COVERED BY THIS AGREEMENT.
LEGEND FOR MAINTENANCE AND COST RESPONSIBILITY
= TALBOTS WOODS HOMEOWNERS ASSOCIATION, INC. MAINTENANCE RESPONSIBILITY AND SHARED EXPENSE WITH TALBOTS WOODS CONDOMINIUM ASSOCIATION, INC.
DRAINAGE EASEMENT
INFILTRATION BASIN #3
INFILTRATION BASIN #4
POND OUTLET PIPING
POND OUTLET STRUCTURE
ACCESS ROUTE
STORM SEWER DRAINING CONDOMINIUM TO INFILTRATION BASIN #3
UNPLATTED LANDS
LOT 2 CSM 12291
LOT 1 CSM 12291
INGLESIDE CT
TALBOTS WOODS DR
KETTLE ST
SUNSET DRIVE (USH 151)
STATE HIGHWAY 32
SUMMIT AVENUE

Exhibit C
Storm Water Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed at ensuring these practices continue serving their intended functions. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Titleholders to enforcement of the provisions listed on page 1 of this Agreement by the Village.

System Description:

The stormwater management system includes infiltration basin #3 and infiltration basin #4, storm sewer draining the Condominium Association property (Outlots 17 and 18) to infiltration basin #3 as shown on Exhibit B-2(iii), storm sewer located in the drainage easements shown on Exhibits B-2(ii) and B-2(iii), the pond outlet piping, pond outlet structures and all associated structures, earthen berms, swales, and other components of these practices. The development drains by grass swales and storm sewer into infiltration basin #3 which is connected to infiltration basin #4 by a storm sewer pipe. Infiltration basin #4 has an outlet structure and outlet pipe that directs discharge from infiltration basin #4 to the adjacent wetland complex. The storm water management system is designed to trap sediment in the storm water runoff and maintain pre-development downstream peak flows.

Minimum Maintenance Requirements

To ensure the proper function of the storm water practices, the following list of maintenance activities are recommended:

Infiltration Basin:

1. A minimum of 70% soil cover made up of native vegetation must be maintained on the basin bottom to ensure infiltration rates. Periodic burning or mowing is highly recommended in order to enhance the establishment of native vegetation (which may take 2-3 years) and maintain the minimum native cover. To reduce competition and degradation from non-native species (i.e. weeds) within the planting establishment area it is recommended that the following maintenance actions be implemented:
   - In the first year, mow the planting to a height of 6" (no lower) each time the average height reaches 12". Expect to mow at least three times in the first year (June, July and early August). To prevent damage to the native plants, do not mow below a 6" height. Remove excessive accumulation of clippings to avoid smothering seedlings.
   - In the second year, mow the planting to a height of 10-12" (no lower) each time the average height reaches 24". Mowing too low in the second year of establishment can significantly set your native species back.
   - Burning in 3-5 year intervals may also be used to manage non-native species, woody vegetation, and increase the vigor of native plant species. Mid-spring burns (April 15 – May 15) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species. If burning is not possible, due to local restrictions or lack of fuel to carry a fire, the planting area can be mowed very closely to the ground instead (i.e. simulated burn). Prescribed burns can also be conducted in the fall (October-November) and are recommended in planting areas where forb diversity is low and warm-season grasses are overwhelming the planting area.

- Any major bare areas or areas taken over by nonnative species must be controlled and reseeded. To clear the area of non-native species and cool season grasses, treat with an herbicide that contains glyphosatein in accordance with manufacturer's instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. The selected seed mix should be local in origin (EPA Eco-region 5, WI-Eco-region 53) and be appropriate for the site's soil type(s) and growing conditions. A companion crop of oats is recommended to reduce erosion and competition from non-native species. Seed must be placed at a depth of 1/4 - 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of weed free mulch (<1") and staked erosion control netting to hold it in place until germination. Do not sow seed immediately following rain, when ground is too dry, or when winds are over 12 mph. For other planting details, see NRCS standard 342 (Critical Area Planting).

2. Invasive plant species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases. The following list of non-native species are typical "problem species" within storm water management area plantings and should be controlled immediately upon introduction to a site (in addition to any species listed as Prohibited by NR-40).
   - Canada Thistle Common and Cut-leave Teasel
   - Crown Vetch
   - Birds-foot Trefoil
   - Everlasting Pea
   - Japanese Knotweed
   - Leafy Spurge and Cypress Spurge
   - Purple Loosestrife
   - Spotted Knapweed
   - Yellow Sweet Clover and White Sweet Clover
   - Wild Parsnip
   - Common Reed Grass
   - Japanese Stilt Grass
   - Reed Canary Grass
   - Smooth Brome Grass
   - Quack Grass
3. The basin and all components (grass swales, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by the persons with expertise in storm water management and/or soils.
   - If soil testing shows that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.
   - If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
   - If the installation and inspection of a monitoring well shows that groundwater is regularly near the surface, additional design features may need to be considered, such as subsurface drainage or conversion to a wetland treatment system.
   - As-built plans should accompany the person performing the inspections. Inspections shall include a review of the:
     1. Side slopes and embankments of the basins for erosion, slumping, cracking or woody plant materials. Any eroding areas must be repaired immediately to prevent premature

sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.

2. The condition of the emergency spillway and overland flow path.
3. Accumulation of sediment within the basins.
4. Outlet structures and pipes for clogs, debris and material failures. Any blockage must be removed immediately. Any material failures need to be addressed by replacing the failed area.
5. Upstream and downstream channels from an erosion perspective.

- Documentation of the inspections should be completed and kept on file. Documentation should include, at a minimum, the following:
  1. Inspector's name, affiliation, and professional credentials, if applicable.
  2. Date, time and weather conditions.
  3. Approximate rainfall total over previous 24-hours, if any.
  4. Side slope and embankment condition. Any woody vegetation present.
  5. Emergency spillway and overland path condition.
  6. Any erosion control issues.
  7. Any sign of sediment buildup or lack of infiltration within the basins.
  8. Identification of any failures or repair needs.
  9. Repair recommendations.

4. Heavy equipment and vehicles must be kept off of the bottom and side slopes of infiltration basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
5. No trees are to be planted or allowed to grow on the earthen berm or the bottom of the basin. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native plants. The basin must be inspected annually and any woody vegetation removed.
6. Grass swales leading to the basin shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
7. No grading or filling of the basin or berms other than for sediment removal is allowed.
8. Periodic mowing of the grass swales will encourage rigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
9. The basin shall not be used for snow storage due to adverse effects on vegetation and infiltration from chlorides and sediment in plowed snow.
10. Any other repair or maintenance needed to ensure the continued function of the infiltration basins as ordered by the Village of Dousman under the provisions listed on page 1 of this Agreement.

Storm Sewer, Pond Outlet Piping, Pond Outlet Structures:

1. Inspect storm sewer, catch basins, inlets, manholes and end sections within the drainage easements, the pond outlet piping, and pond outlet structures at least once a year.
2. Inspect catch basins, inlets, manholes and the pond outlet structure for any blockage and sediment deposition in the bottom of structures, check frames and lids for cracks and wear, check for leaks at joints. Remove any blockage and sediment. Repair any cracks or leaks. Replace any worn or cracked frames and lids.
3. Inspect storm sewer end sections for obstructions, accumulation of sediment and trash, undermining and joint separation. Inspect rip-rap at end section for settlement, scour and displaced rip-rap. Remove obstructions, sediment and trash. End sections which have separated from the storm sewer pipe shall be reset on firm bedding and reconnected to the existing storm sewer pipe. Restrain joints if necessary. Scour areas shall be repaired immediately. Replace missing soil with clean fill and replace/install rip-rap.

4. Non-standard maintenance includes inspection, repair and replacement of storm sewer pipe. Televising of buried storm sewer pipe should occur when excessive material is found within the storm sewer system or at an end section with no apparent source visible at the surface, or the system experiences frequent backups. Follow the recommendations for the repair and/or replacement of the storm sewer components televised by a firm specializing in this work.

Grass Swales:

1. Inspection should be after major rainfalls and at least once a year.
2. Inspect for and remove any sediment deposition, erosion and litter. Nuisance conditions such as woody plant growth shall also be identified and removed. If existing soil is exposed, restore with topsoil, seed and erosion mat.
3. Maintain grass in swale areas. Do not deposit leaf litter or grass clippings in the swales.

Village of Dousman

118 S. Main Street, Dousman, WI 53118

* 262-965-3792 * Fax 262-965-4286 *

Certificate of Village Clerk

I, Gina Kozlik, hereby certify that I am the duly appointed, qualified and acting VILLAGE CLERK of the VILLAGE OF DOUSMAN, Waukesha County, State of Wisconsin and as such have charge of the official records of the Village.

I further certify that the attached is a true and correct copy of the original **Talbot's Woods Single Family Phase 1 Storm Water Management Practice and Maintenance Agreement.**

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Village of Dousman, this 2nd day of August, 2024.

Gina Kozlik
Village Administrator/Clerk/Treasurer

EXHIBIT D

Cost Sharing Agreement

(Attached)

Document Number

COST SHARING AGREEMENT

Recording Area

RETURN TO:Attorney Paul J. Hinkfuss
19000 W. Bluemound Road
Brookfield, Wisconsin 53045

This Cost Sharing Agreement ("Agreement") is entered into by and between **TALBOT'S WOODS HOMEOWNERS ASSOCIATION, INC.** ("Single Family Association") and **TALBOT'S WOODS CONDOMINIUM ASSOCIATION, INC.** ("Condominium Association") this ___day of _ _____, 2025.

RECITALS:

A. The Single Family Association is a nonprofit corporation incorporated under the laws of Wisconsin that serves as an organization of all owners of individual single family lots in Talbot's Woods that are subject to the Protective Covenants for Talbot's Woods, or any amendment thereto, recorded in the office of the Waukesha County Register of Deeds (the "Single Family Development").

B. The Condominium Association is a corporation formed under the Non-Stock Corporation Statute, Chapter 181, Wis. Stats. for the purposes of carrying out the purposes contained in the Declaration of Condominium of Talbot's Woods Condominium recorded in the office of the Waukesha County Register of Deeds on the property identified on the final plat for Talbot's Woods as Outlot 17 and Outlot 18 ("Condominium Development").

C. The Single Family Association is responsible for the inspection, routine and extraordinary maintenance and repair of the storm water management practices for the Single Family Development as set forth in the "Talbot's Woods Single Family Storm Water Management Practice Maintenance Agreement" attached hereto and incorporated herein as Exhibit 1 ("SF Maintenance Agreement"). The Condominium Association is responsible for the inspection, routine and extraordinary maintenance and repair the storm water management practices for the Condominium Development as set forth in the "Talbot's Woods General Residence Storm Water Management Practice Maintenance Agreement" attached hereto and incorporated herein as Exhibit 2.

D. Storm water runoff, subject to the Village of Dousman ordinances and Wisconsin Department of Natural Resources regulations, generally flows unretained from the Condominium Development through swales, storm sewer pipes and storm water ponds as depicted on Exhibit B-2(ii) and B-2(iii) of the SF Maintenance Agreement ("Storm Water System").

E. The Single Family Association agrees to allow the unretained storm water from the Condominium Development to flow into the Storm Water System and to maintain the Storm Water System in accordance with the SF Maintenance Agreement. The Condominium Association agrees to pay the proportionate cost of said maintenance based on the amount of flow leaving the Condominium Development divided by the amount of flow entering the storm water pond located on Outlot 8 as shown on the final plat for Talbot's Woods. The Single Family Association and the Condominium Association understand and agree that from time to time the inspection, maintenance and repair of portions of the stormwater system may involve facilities that provide little or no benefit to one or the other party or to particular unit owners or lot owners, but regardless it is a single storm water system with shared costs that will apply to both associations and all property owners regardless of circumstances.

AGREEMENTS:

NOW THEREFORE, for valuable consideration, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true, correct and complete and are incorporated into this Agreement by reference.

2. Pond Maintenance. The Single Family Association shall be responsible for performing and paying for the inspection, maintenance and repair of the Storm Water System. The Condominium Association shall reimburse the Single Family Association for twenty-four percent (24%) of the total costs to inspect, maintain and repair the Storm Water System ("Costs") plus an administrative fee equal to five percent (5%) of the Costs ("Administrative Fee") (collectively, the Costs and Administrative Fee shall be defined as "Shared Costs") in accordance with the breakdown of cots show on Exhibit 3, attached hereto and incorporated herein.

3. Rights of the Village of Dousman. The Single Family Association has assumed certain performance obligations of the Titleholders as defined and described in the SF Maintenance Agreement between MLG Dousman Investment LLC and the Village of Dousman, which has been separately recorded against the Talbot's Woods subdivision property. The Single Family Association and Condominium Association hereby agree that in the event the Village of Dousman exercises its rights to perform work and charge the property owners for the costs incurred as described in the SF Maintenance Agreement, the Village of Dousman is hereby authorized, but not required, to impose a special charge in shares that consider the shared cost calculation shown in paragraph 2, at the Village's option, or in equal shares on every lot in the single family subdivision and every unit in the condominium development. If the Village of Dousman imposes costs solely on the Single Family Development, the Single Family Association may recover a portion of this cost as a Shared Cost in accordance with the formula set forth in paragraph 2, above.

4. Payment of Shared Costs. The cost sharing provisions of this Agreement shall commence on January 1, 2026. The Single Family Association shall notify the Condominium Association on or before March 1 of each year of the amount of the Annual Payment of the Shared Costs described herein and the Annual payment of the Shared Costs shall be payable by March 31st of each year. Each year a reconciliation of the actual expenses to the budget

shall be prepared on or before the last day of February of the following year, with the reconciliation payment due by March 31st so that the actual amount paid matches the proportionate amounts set forth in this Agreement.

5. Default and Remedies. Any annual Shared Cost payment not made when due shall be charged a late fee of 10% of the amount of the payment and interest at the compound rate of 1% per month. To secure any amount past due, a lien may be filed against the non-paying party under the maintenance lien section of the Wisconsin Statutes - §779.70 Wis. Stat. In the event of any breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees. The Condominium Association, for itself and all future unit owners in the Condominium Development, agrees that the lien(s) referred to in this section may be filed against all individual lots in the Addition in the event of non-payment of amounts due under this Agreement.

6. Attorney Review. Each party has had the opportunity to review this Agreement with legal counsel, and, after such review the parties affirm their satisfaction with terms of this Agreement and specifically with the provisions relating to the sharing of maintenance obligations and costs.

7. Parties Bound. This Agreement binds, and is fully enforceable by and against, the parties and their respective successors and assigns. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

8. Governing Law. This Agreement shall be interpreted according to and governed by the internal laws of the State of Wisconsin.

9. Invalid Provisions. If any portion or provision of this Agreement or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of the Agreement, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of the Agreements shall be valid, and enforced to the fullest extent permitted by law.

10. Authority. Each party warrants that it has the power and authority to enter into this Cost Sharing Agreement.

11. Counterparts and Electronic Signatures. This Agreement may be signed in counterparts and PDF, facsimile or electronic signatures shall be treated as originals.

12. Recording of Document. This Agreement, once fully executed, shall be recorded the office of the Register of Deeds of Waukesha County to serve as notice to prospective buyers of lots in the Condominium Development of the contractual obligations which are assigned to the lot owners in the Condominium Development by this Agreement. A copy of the recorded Agreement, together with the Condominium Declarations, shall be incorporated into each offer to purchase a unit in the Condominium Development. No

amendment to this Agreement shall be effective unless it is approved in writing by the Village of Dousman Village Board, in a document recorded in the office of the Waukesha County Register of Deeds along with the amendment.

(Signatures are located on the following page)

Dated as of the date set forth above.

TALBOT'S WOODS HOMEOWNERS ASSOCIATION, INC.

By:_____

Name ant Title:_____

_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF_____)

This instrument was acknowledged before me this_____day of_____, 2025, by _____ as _____ of Talbot's Woods Homeowners Association, Inc.

SEAL

_____
*_____
Notary Public - State of Wisconsin
My commission expires: _____

TALBOT'S WOODS CONDOMINIUM ASSOCIATION, INC.

By:_____

____Name Title

STATE OF WISCONSIN)
) SS
COUNTY OF)

This instrument was acknowledged before me this_____day of_____, 2024, by _____ as _____ of Talbot's Woods Condominium Association, Inc.

SEAL

_____
_____
Notary Public - State of Wisconsin
My commission expires: _____

Exhibit 1

Talbot's Woods Single Family Storm Water Management Practice Maintenance Agreement

(See Attached)

Document Number	Talbot's Woods Single Family Phase 1 Storm Water Management Practice Maintenance Agreement Document Title

4778454

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

August 07, 2024 11:16 AM
James R Behrend
Register of Deeds
14 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Recording Area

Name and Return Address:
Village of Dousman
118 S. Main Street
Dousman, Wisconsin 53118

Tax Identification Number:

MLG Dousman Investment LLC, as "Owner" of the property described below agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and in accordance with Village of Dousman ("Village") rules, regulations and ordinances. The Owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits all of which are attached hereto and incorporated herein:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").
Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.
Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. This Agreement shall run with the Property and be binding upon the Owner and all heirs, successors and assigns including all owners of subdivided lots on the Property ("Titleholders"). Upon Owner transferring title to all subdivided lots on the Property to Titleholders, the Owner shall automatically be released from any and all obligations set forth in this Agreement without the requirement of further documentation; provided that this release does not modify Owner's obligations per its developer's agreement with the Village of Dousman. The responsibilities and obligations contained in this Agreement, as they relate to any commonly owned portions of the Property, may be performed by an association of Titleholders, but the Titleholders have the ultimate responsibility described herein.
2. The Titleholders shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) identified in **Exhibit B** in accordance with the maintenance plan contained in **Exhibit C**.
3. Upon written notification by the Village or their designee, the Titleholders shall, at their own cost and within a reasonable time period determined by the Village, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the Village and complete any maintenance or repair work recommended in the report. The Titleholders shall be liable for the failure to undertake any maintenance or repairs.

4. In addition, and independent of the requirements under paragraph 3 above, the Village, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The Village may require work to be done which differs from the report described in paragraph 3 above, if the Village reasonably concludes that such work is necessary and consistent with the intent of this Agreement. Upon notification by the Village of required maintenance or repairs, the Titleholders shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village.
5. If the Titleholders do not complete an inspection under paragraph 3 above or required maintenance or repairs under paragraph 4 above within the specified time period, the Village is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village, no notice shall be required prior to the Village performing emergency maintenance or repairs. The Village may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
6. The Titleholders shall notify the Village in writing of any maintenance work performed pursuant to this Agreement.
7. The term of this Agreement shall commence on the date that this agreement is filed with the Register of Deeds Office for Waukesha County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this agreement may be terminated by recording with the Register of Deeds Office for Waukesha County, Wisconsin, a written instrument of termination approved by the Village of Dousman Village Board and sixty-six percent (66%) of all the then Titleholders.
8. This Agreement may be amended with the written approval of the Village of Dousman Village Board and sixty-six percent (66%) of all of the then Titleholders. The Village has the unilateral authority to update this Agreement based upon any physical modifications to the stormwater management practices described herein, by recording an updated Exhibit B and/or an updated Exhibit C in the office of the Waukesha County Register of Deeds and giving notice thereof to the Titleholders.
9. Any notice, request, or demand required or permitted under this agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to the Village of Dousman: Village of Dousman
118 S. Main Street
Dousman, WI 53118

If to the Titleholder(s): The address of record to mailing of the Waukesha County Property Tax Bill

10. Owner reserves the right, at any time during the term of this Agreement and subject to written approval by the Village of Dousman Village Board that is recorded along with any such revision, to subject other real property (the "Additional Properties") to this Agreement. The Additional Properties shall be located in Waukesha County, Wisconsin and, when added to this

Agreement, shall be adjacent to the Property. Owner shall add Additional Properties to the Property by recording with the Register of Deeds for Waukesha County one or more amendments to this Agreement, with each amendment setting forth the legal description of the Additional Properties thereby added to the Property, together with identifying the additional lots which shall be subject to this Agreement and including the written approval of the Village of Dousman Village Board.

11. In the event a court of competent jurisdiction determines that a provision of this Agreement, or portion thereof, is unlawful, illegal, or unconstitutional, said determination as to the particular provision, or portion thereof, shall not void the rest of the Agreement and the remainder shall continue in full force and effect.

SIGNATURES ARE LOCATED ON THE FOLLOWING PAGE

Dated this 31 day of July, 2024.

Owner: MLG Dousman Investment LLC
By: MLG DevCo LLC
By: MLG Holding Company LLC

By:
(Owner's Signature)

Timothy J. Wallen
President
(Printed Name & Title)

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this 31 day of July, 2024, the above named to me known to be the person who executed the foregoing instrument and acknowledged the same.

Christina M Kremel
Notary Public, Waukesha County, WI
My commission expires: 4/17/28

Christina M Kremel
NOTARY PUBLIC
STATE OF WISCONSIN

This document was drafted by:
Attorney Paul J. Hinkfuss
MLG Dousman Investment LLC
19000 W. Bluemound Road
Brookfield, WI 53045

https://mlgcompanies.sharepoint.com/sites/MLGFiles/Projects/Dousman - Lad Lake/Engineering/Stormwater/Talbot's Woods Phase 1 Stormwater Management Maintenance Agreement MLG 7-30-24 PEG 7-30-24.docx

Exhibit A -1
Legal Description

The following legal description and map identify the property affected by this Agreement.

Project Identifier: Talbot's Woods Single Family Phase 1, a portion of the Talbot's Woods subdivision plat
Date of Recording: Talbot's Woods was recorded on _____, 20___.
Map Produced by: Pinnacle Engineering Group (PEG #1467.00-WI)
Legal Description:
Lots 1 through 58 and Outlots 1 through 16, Talbot's Woods in the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 and in the Southwest 1/4 of the Southeast 1/4 of Section 35, Town 7 North, Range 17 East and additional lands in the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 2, Town 6 North, Range 17 East, Village of Dousman, Waukesha County, Wisconsin,
Acres: 28.7 acres (Lots 1-58 and Outlots 1-16)

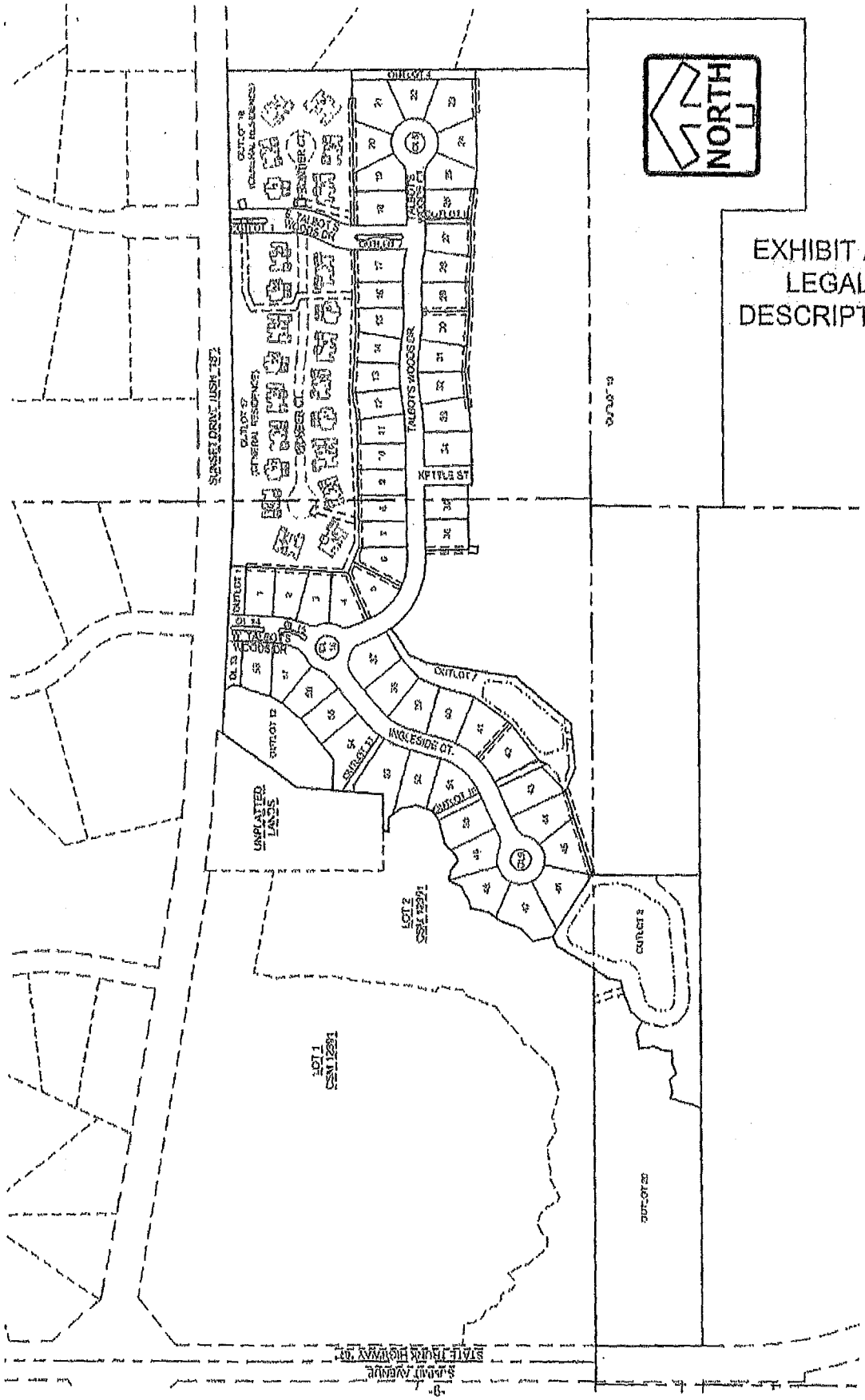

NORTH
EXHIBIT A-2
LEGAL
DESCRIPTION
SUNSET DRIVE (US HWY 287)
OUTLOT 9
OUTLOT 8
OUTLOT 7
OUTLOT 6
OUTLOT 5
OUTLOT 4
OUTLOT 3
OUTLOT 2
OUTLOT 1
OUTLOT 10
OUTLOT 11
OUTLOT 12
OUTLOT 13
OUTLOT 14
OUTLOT 15
OUTLOT 16
OUTLOT 17
OUTLOT 18
OUTLOT 19
OUTLOT 20
TALBOTS WOODS DR
KITTLE ST
INGLESIDE CT.
UNPLATTED LANDS
LOT 2
LOT 1
STATE HIGHWAY 66
SUMMIT AVENUE

Exhibit B-1
Location Map
Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the map on Exhibits B-2(ii) and B-2(iii). Full size construction plans are on file with the Village of Dousman. The practices include infiltration basin #3 and infiltration basin #4, storm sewer draining the Condominium Association property (Outlots 17 and 18) to infiltration basin #3 as shown on Exhibit B-2(iii), storm sewer Located in the drainage easements shown on Exhibits B-2(ii) and B-2(iii), the pond outlet piping, pond outlet structures and all associated structures, earthen berms, swales, and other components of these practices.

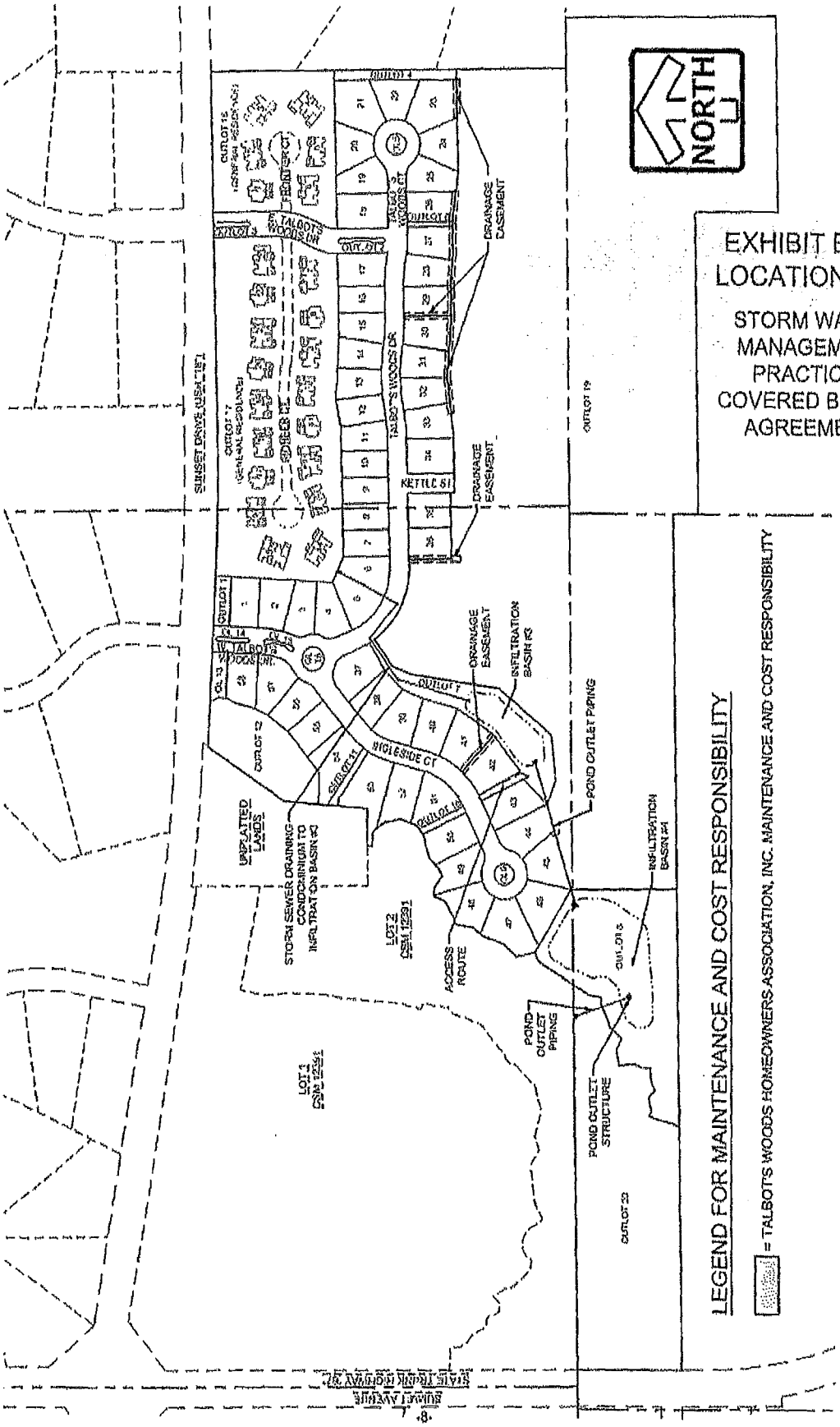
Project Name: Talbot's Woods Single Family Phase 1, a portion of the Talbot's Woods subdivision plat

Storm Water Practices: Infiltration basin #3 and infiltration basin #4, storm sewer draining the Condominium Association property (Outlots 17 and 18) to infiltration basin #3 as shown on Exhibit B-2(iii), storm sewer located in the drainage easements shown on Exhibits B-2(ii) and B-2(iii), the pond outlet piping, pond outlet structures and all associated structures, earthen berms, swales, and other components of these practices.

Location of Practices: As identified on Exhibits B-2(ii) and B-2(iii). Practices not specifically identified on these exhibits are in the drainage easements. Details of all of these practices can be found on the full-size construction plans on file with the Village of Dousman. A legend located on each of the B-2 Exhibits identifies which party has the maintenance and cost responsibility for the practices. Talbot's Woods Single Family Phase 1 has maintenance and cost responsibility either individually or shared as shown on Exhibits B-2(ii) and B-2(iii).

Owners: The owners of lots 1-58 in Talbot's Woods have undividable fractional ownership in Outlots 1-16 in Talbot's Woods Phase 1.

Drainage Easement Restrictions:
Drainage easements shown on Exhibits B-2(ii) and B-2(iii) are for storm water collection, conveyance, treatment and access. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt storm water flow in any way. See Exhibit C for specific maintenance requirements for storm water management practices within these areas.


NORTH
EXHIBIT B-2(II)
LOCATION MAP
STORM WATER MANAGEMENT PRACTICES COVERED BY THIS AGREEMENT.
LEGEND FOR MAINTENANCE AND COST RESPONSIBILITY
= TALBOT'S WOODS HOMEOWNERS ASSOCIATION, INC. MAINTENANCE AND COST RESPONSIBILITY
DRAINAGE EASEMENT
DRAINAGE EASEMENT
DRAINAGE EASEMENT
INFILTRATION BASIN #3
INFILTRATION BASIN #4
POND OUTLET PIPING
POND OUTLET PIPING
POND OUTLET STRUCTURE
ACCESS ROUTE
STORM SEWER DRAINING CONDOMINIUM TO INFILTRATION BASIN #3
UNPLATTED LANDS
LOT 1 CSM 12391
LOT 2 CSM 12391
OUTLOT 19
OUTLOT 22
OUTLOT 15
OUTLOT 7
OUTLOT 12
OUTLOT 11
OUTLOT 10
OUTLOT 1
OUTLOT 4
OUTLOT 5
OUTLOT 6
OUTLOT 17
OUTLOT 18
TALBOT'S WOODS DR
TALBOT'S WOODS CT
TALBOT'S WOODS LN
RIDGESIDE CT
KETTLE ST
SUNSET DRIVE (USH 18)
STATE TRUNK HIGHWAY 59
SUMMIT AVENUE

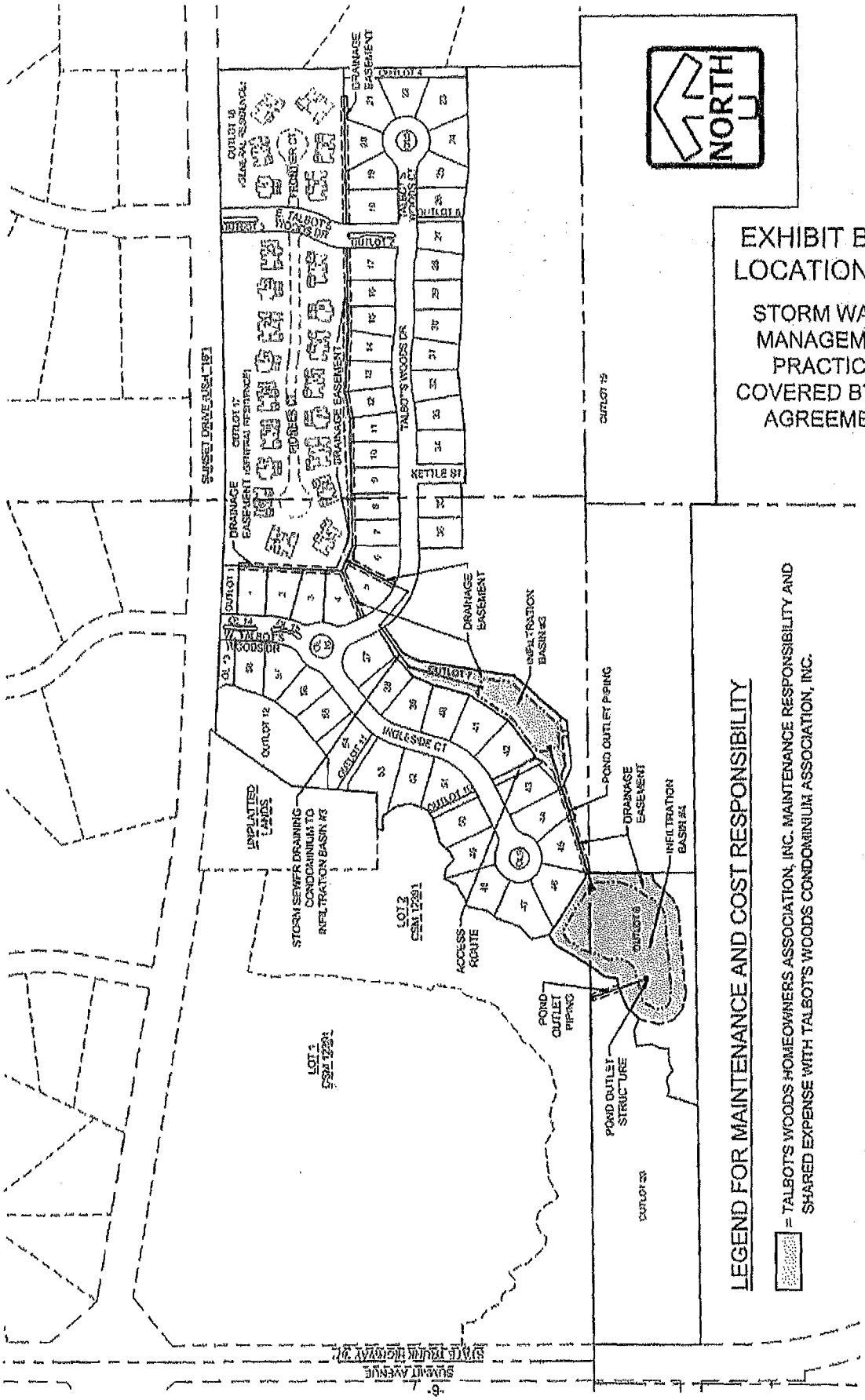

NORTH
EXHIBIT B-2(iii)
LOCATION MAP
STORM WATER MANAGEMENT PRACTICES COVERED BY THIS AGREEMENT.
LEGEND FOR MAINTENANCE AND COST RESPONSIBILITY
= TALBOT'S WOODS HOMEOWNERS ASSOCIATION, INC. MAINTENANCE RESPONSIBILITY AND SHARED EXPENSE WITH TALBOT'S WOODS CONDOMINIUM ASSOCIATION, INC.
SUMMIT AVENUE
STATE TRUNK HIGHWAY 30
SUNSET DRIVE
TALBOT'S WOODS DR
KETTLE ST
INGLESIDE CT
DRAINAGE EASEMENT
INFILTRATION BASIN #3
INFILTRATION BASIN #4
POND OUTLET PIPING
POND OUTLET STRUCTURE
ACCESS ROUTE
STORM SEWER DRAINING CONDOMINIUM TO INFILTRATION BASIN #3
UNPLATTED LANDS
LOT 2 CSM 12391
LOT 3 CSM 12391
OUTLOT 15
OUTLOT 23

Exhibit C
Storm Water Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed at ensuring these practices continue serving their intended functions. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Titleholders to enforcement of the provisions listed on page 1 of this Agreement by the Village.

System Description:

The stormwater management system includes infiltration basin #3 and infiltration basin #4, storm sewer draining the Condominium Association property (Outlots 17 and 18) to infiltration basin #3 as shown on Exhibit B-2(iii), storm sewer located in the drainage easements shown on Exhibits B-2(ii) and B-2(iii), the pond outlet piping, pond outlet structures and all associated structures, earthen berms, swales, and other components of these practices. The development drains by grass swales and storm sewer into infiltration basin #3 which is connected to infiltration basin #4 by a storm sewer pipe. Infiltration basin #4 has an outlet structure and outlet pipe that directs discharge from infiltration basin #4 to the adjacent wetland complex. The storm water management system is designed to trap sediment in the storm water runoff and maintain pre-development downstream peak flows.

Minimum Maintenance Requirements

To ensure the proper function of the storm water practices, the following list of maintenance activities are recommended:

Infiltration Basin:

1. A minimum of 70% soil cover made up of native vegetation must be maintained on the basin bottom to ensure infiltration rates. Periodic burning or mowing is highly recommended in order to enhance the establishment of native vegetation (which may take 2-3 years) and maintain the minimum native cover. To reduce competition and degradation from non-native species (i.e. weeds) within the planting establishment area it is recommended that the following maintenance actions be implemented:
   - In the first year, mow the planting to a height of 6" (no lower) each time the average height reaches 12". Expect to mow at least three times in the first year (June, July and early August). To prevent damage to the native plants, do not mow below a 6" height. Remove excessive accumulation of clippings to avoid smothering seedlings.
   - In the second year, mow the planting to a height of 10-12" (no lower) each time the average height reaches 24". Mowing too low in the second year of establishment can significantly set your native species back.
   - Burning in 3-5 year intervals may also be used to manage non-native species, woody vegetation, and increase the vigor of native plant species. Mid-spring burns (April 15 – May 15) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species. If burning is not possible, due to local restrictions or lack of fuel to carry a fire, the planting area can be mowed very closely to the ground instead (i.e. simulated burn). Prescribed burns can also be conducted in the fall (October-November) and are recommended in planting areas where forb diversity is low and warm-season grasses are overwhelming the planting area.

- Any major bare areas or areas taken over by nonnative species must be controlled and reseeded. To clear the area of non-native species and cool season grasses, treat with an herbicide that contains glyphosatein in accordance with manufacturer's instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. The selected seed mix should be local in origin (EPA Eco-region 5, WI-Eco-region 53) and be appropriate for the site's soil type(s) and growing conditions. A companion crop of oats is recommended to reduce erosion and competition from non-native species. Seed must be placed at a depth of 1/4 - 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of weed free mulch (<1") and staked erosion control netting to hold it in place until germination. Do not sow seed immediately following rain, when ground is too dry, or when winds are over 12 mph. For other planting details, see NRCS standard 342 (Critical Area Planting).

2. Invasive plant species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases. The following list of non-native species are typical "problem species" within storm water management area plantings and should be controlled immediately upon introduction to a site (in addition to any species listed as Prohibited by NR-40).
   - Canada Thistle Common and Cut-leave Teasel
   - Crown Vetch
   - Birds-foot Trefoil
   - Everlasting Pea
   - Japanese Knotweed
   - Leafy Spurge and Cypress Spurge
   - Purple Loosestrife
   - Spotted Knapweed
   - Yellow Sweet Clover and White Sweet Clover
   - Wild Parsnip
   - Common Reed Grass
   - Japanese Stilt Grass
   - Reed Canary Grass
   - Smooth Brome Grass
   - Quack Grass
3. The basin and all components (grass swales, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by the persons with expertise in storm water management and/or soils.
   - If soil testing shows that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.
   - If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
   - If the installation and inspection of a monitoring well shows that groundwater is regularly near the surface, additional design features may need to be considered, such as subsurface drainage or conversion to a wetland treatment system.
   - As-built plans should accompany the person performing the inspections. Inspections shall include a review of the:
     1. Side slopes and embankments of the basins for erosion, slumping, cracking or woody plant materials. Any eroding areas must be repaired immediately to prevent premature

sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.

2. The condition of the emergency spillway and overland flow path.
3. Accumulation of sediment within the basins.
4. Outlet structures and pipes for clogs, debris and material failures. Any blockage must be removed immediately. Any material failures need to be addressed by replacing the failed area.
5. Upstream and downstream channels from an erosion perspective.

- Documentation of the inspections should be completed and kept on file. Documentation should include, at a minimum, the following:
  1. Inspector's name, affiliation, and professional credentials, if applicable.
  2. Date, time and weather conditions.
  3. Approximate rainfall total over previous 24-hours, if any.
  4. Side slope and embankment condition. Any woody vegetation present.
  5. Emergency spillway and overland path condition.
  6. Any erosion control issues.
  7. Any sign of sediment buildup or lack of infiltration within the basins.
  8. Identification of any failures or repair needs.
  9. Repair recommendations.

4. Heavy equipment and vehicles must be kept off of the bottom and side slopes of infiltration basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
5. No trees are to be planted or allowed to grow on the earthen berm or the bottom of the basin. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native plants. The basin must be inspected annually and any woody vegetation removed.
6. Grass swales leading to the basin shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
7. No grading or filling of the basin or berms other than for sediment removal is allowed.
8. Periodic mowing of the grass swales will encourage rigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
9. The basin shall not be used for snow storage due to adverse effects on vegetation and infiltration from chlorides and sediment in plowed snow.
10. Any other repair or maintenance needed to ensure the continued function of the infiltration basins as ordered by the Village of Dousman under the provisions listed on page 1 of this Agreement.

Storm Sewer, Pond Outlet Piping, Pond Outlet Structures:

1. Inspect storm sewer, catch basins, inlets, manholes and end sections within the drainage easements, the pond outlet piping, and pond outlet structures at least once a year.
2. Inspect catch basins, inlets, manholes and the pond outlet structure for any blockage and sediment deposition in the bottom of structures, check frames and lids for cracks and wear, check for leaks at joints. Remove any blockage and sediment. Repair any cracks or leaks. Replace any worn or cracked frames and lids.
3. Inspect storm sewer end sections for obstructions, accumulation of sediment and trash, undermining and joint separation. Inspect rip-rap at end section for settlement, scour and displaced rip-rap. Remove obstructions, sediment and trash. End sections which have separated from the storm sewer pipe shall be reset on firm bedding and reconnected to the existing storm sewer pipe. Restrain joints if necessary. Scour areas shall be repaired immediately. Replace missing soil with clean fill and replace/install rip-rap.

4. Non-standard maintenance includes inspection, repair and replacement of storm sewer pipe. Televising of buried storm sewer pipe should occur when excessive material is found within the storm sewer system or at an end section with no apparent source visible at the surface, or the system experiences frequent backups. Follow the recommendations for the repair and/or replacement of the storm sewer components televised by a firm specializing in this work.

Grass Swales:

1. Inspection should be after major rainfalls and at least once a year.
2. Inspect for and remove any sediment deposition, erosion and litter. Nuisance conditions such as woody plant growth shall also be identified and removed. If existing soil is exposed, restore with topsoil, seed and erosion mat.
3. Maintain grass in swale areas. Do not deposit leaf litter or grass clippings in the swales.

Village of Dousman

118 S. Main Street, Dousman, WI 53118

* 262-965-3792 * Fax 262-965-4286 *

Certificate of Village Clerk

I, Gina Kozlik, hereby certify that I am the duly appointed, qualified and acting VILLAGE CLERK of the VILLAGE OF DOUSMAN, Waukesha County, State of Wisconsin and as such have charge of the official records of the Village.

I further certify that the attached is a true and correct copy of the original **Talbot's Woods Single Family Phase 1 Storm Water Management Practice and Maintenance Agreement**.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Village of Dousman, this 2nd day of August, 2024.

Gina Kozlik
Village Administrator/Clerk/Treasurer

Exhibit 2

Talbot's Woods General
Residence Storm Water
Management Practice
Maintenance Agreement

(See Attached)

Document Number	Talbot's Woods General Residence Storm Water Management Practice Maintenance Agreement Document Title

MLG Dousman Investment LLC, as "Owner" of the property described below agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and in accordance with Village of Dousman ("Village") rules, regulations and ordinances. The Owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").
Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.
Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Recording Area

Name and Return Address:
Village of Dousman
118 S. Main Street
Dousman, Wisconsin 53118

Tax Identification Number:

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. This Agreement shall run with the Property and be binding upon the Owner and all heirs, successors and assigns ("Titleholders"). The responsibilities and obligations contained in this Agreement, as they relate to any commonly owned portions of the Property, may be performed by a condominium association of Titleholders ("Condominium Association"), but the Titleholders have the ultimate responsibility described herein.

2. The Titleholders shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) identified in **Exhibit B** in accordance with the maintenance plan contained in **Exhibit C** ("Maintenance Plan").

3. Upon written notification by the Village or their designee, the Titleholders shall, at their own cost and within a reasonable time period determined by the Village, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the Village and complete any maintenance or repair work recommended in the report. The Titleholders shall be liable for the failure to undertake any maintenance or repairs.

4. In addition, and independent of the requirements under paragraph 3 above, the Village, or its designee, is authorized to access the Property as necessary to conduct inspections of the storm

water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the Maintenance Plan. The Village may require work to be done which differs from the report described in paragraph 3 above, if the Village reasonably concludes that such work is necessary and consistent with the intent of this Agreement. Upon notification by the Village of required maintenance or repairs, the Titleholders shall commence and complete the specified maintenance or repairs within a reasonable time frame determined by the Village.

5. If the Titleholders do not complete an inspection under paragraph 3 above or required maintenance or repairs under paragraph 4 above within the specified time period, the Village is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as reasonably determined by the Village, no notice shall be required prior to the Village performing emergency maintenance or repairs. The Village may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.

6. The Titleholders shall notify the Village in writing of any maintenance work performed pursuant to this Agreement within thirty (30) days after such work is performed.

7. The term of this Agreement shall commence on the date that this Agreement is filed with the Register of Deeds Office for Waukesha County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for Waukesha County, Wisconsin, a written instrument of termination approved by the Village of Dousman Village Board and sixty-six percent (66%) of all of the then Titleholders.

8. This Agreement may be amended with the written approval of the Village of Dousman Village Board and sixty-six percent (66%) of all of the then Titleholders. The Village has the unilateral authority to update this Agreement based upon any physical modifications to the stormwater management practices described herein, by recording an updated Exhibit B and/or an updated Exhibit C in the office of the Waukesha County Register of Deeds and giving written notice thereof to the Titleholders.

9. Any notice, request, or demand required or permitted under this agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to the Village of Dousman: Village of Dousman
118 S. Main Street
Dousman, WI 53118

If to the Titleholder(s): Talbot's Woods Condominium Association
C/o of Berg Development
3330 Gateway Blvd, Suite 200
Brookfield, WI 53045
Attention: Marv Berg

10. Owner reserves the right, at any time during the term of this Agreement and subject to written approval by the Village of Dousman Village Board that is recorded along with any such revision, to subject other real property (the "Additional Properties") to this Agreement. The Additional Properties shall be located in Waukesha County, Wisconsin and, when added to this Agreement, shall be adjacent to the Property. Owner shall add Additional Properties to the Subdivision by recording with the Register of Deeds for Waukesha County one or more amendments to this Agreement, with each amendment setting forth the legal description of the Additional Properties thereby added to the Property, together with identifying the additional lots which shall be subject to this Agreement and including the written approval of the Village of Dousman Village Board.

11. In the event a court of competent jurisdiction determines that a provision of this Agreement, or portion thereof, is unlawful, illegal, or unconstitutional, said determination as to the particular provision, or portion thereof, shall not void the rest of the Agreement and the remainder shall continue in full force and effect.

12. This Agreement and the exhibits attached hereto contain the entire Agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiation, agreements and understandings with respect thereto.

13. If any portion of this Agreement or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Agreement shall be valid, and enforced, to the fullest extent permitted by law.

SIGNATURES ARE LOCATED ON THE FOLLOWING PAGE

Dated this _____ day of_____, 2025.

Owner: MLG Dousman Investment LLC
By: MLG DevCo LLC
By: MLG Holding Company LLC

By:_____
(Owners Signature)

_____
(Printed Name & Title)

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this _____ day of May, 2025, the above named
to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, _____ County, WI
My commission expires:_____

This document was drafted by:
Attorney Paul J. Hinkfuss
MLG Dousman Investment LLC
19000 W. Bluemound Road
Brookfield, WI 53045

Exhibit A
Legal Description

The following legal description and map identify the property affected by this Agreement.

Project Identifier: Talbot's Woods General Residence, also to be known as Talbot's Woods Condominium
Date of Recording: Talbot's Woods Condominium Plat was recorded on _____, 20___.
Map Produced by: Pinnacle Engineering Group (PEG #1467.00-WI)
Legal Description:
Outlots 17 through 18, Talbot's Woods in the Southeast 1/4 of the Southwest 1/4 and in the Southwest 1/4 of the Southeast 1/4 of Section 35, Town 7 North, Range 17 East Village of Dousman, Waukesha County, Wisconsin,
Acres: 13.2 acres (Outlots 17-18)

Exhibit B
Location Map
Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the map on Exhibit B-2(i). The Titleholders/Condominium Association's areas of responsibility are shown in the shaded areas on Exhibit B-2(i). The practices include storm sewer and swales located in the drainage easements and all associated structures, earthen berms and other components of these practices.

Project Name: Talbot's Woods General Residence, also to be known as Talbot's Woods Condominium.

Storm Water Practices: Storm sewer and swales located in the drainage easements and all associated structures, earthen berms and other components of these practices.

Location of Practices: As identified on Exhibit B-2(i). . Details of these practices can be found on the full-size construction plans on file with the Village of Dousman. A legend shown on Exhibit B-2(i) identifies the areas of maintenance and cost responsibility for which the Titleholders/Condominium Association are responsible. The Titleholders/Condominium Association have a shared maintenance cost responsibility for storm water management practices shown on Exhibit B-2(iii) of the Cost Sharing Agreement between the Talbot's Woods Homeowners Association, Inc. and the Talbot's Woods Condominium Association, Inc.

Owners: The Titleholders are part of the Talbot's Woods Condominium Association, Inc.

Drainage Easement Restrictions:
Drainage easements shown on Exhibit B-2(i) are for storm water collection, conveyance, treatment and access. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt storm water flow in any way. See Exhibit C for specific maintenance requirements for storm water management practices within these areas.

Exhibit B-2(i)

Stormwater Management Practices Covered by This Agreement

(Attached)

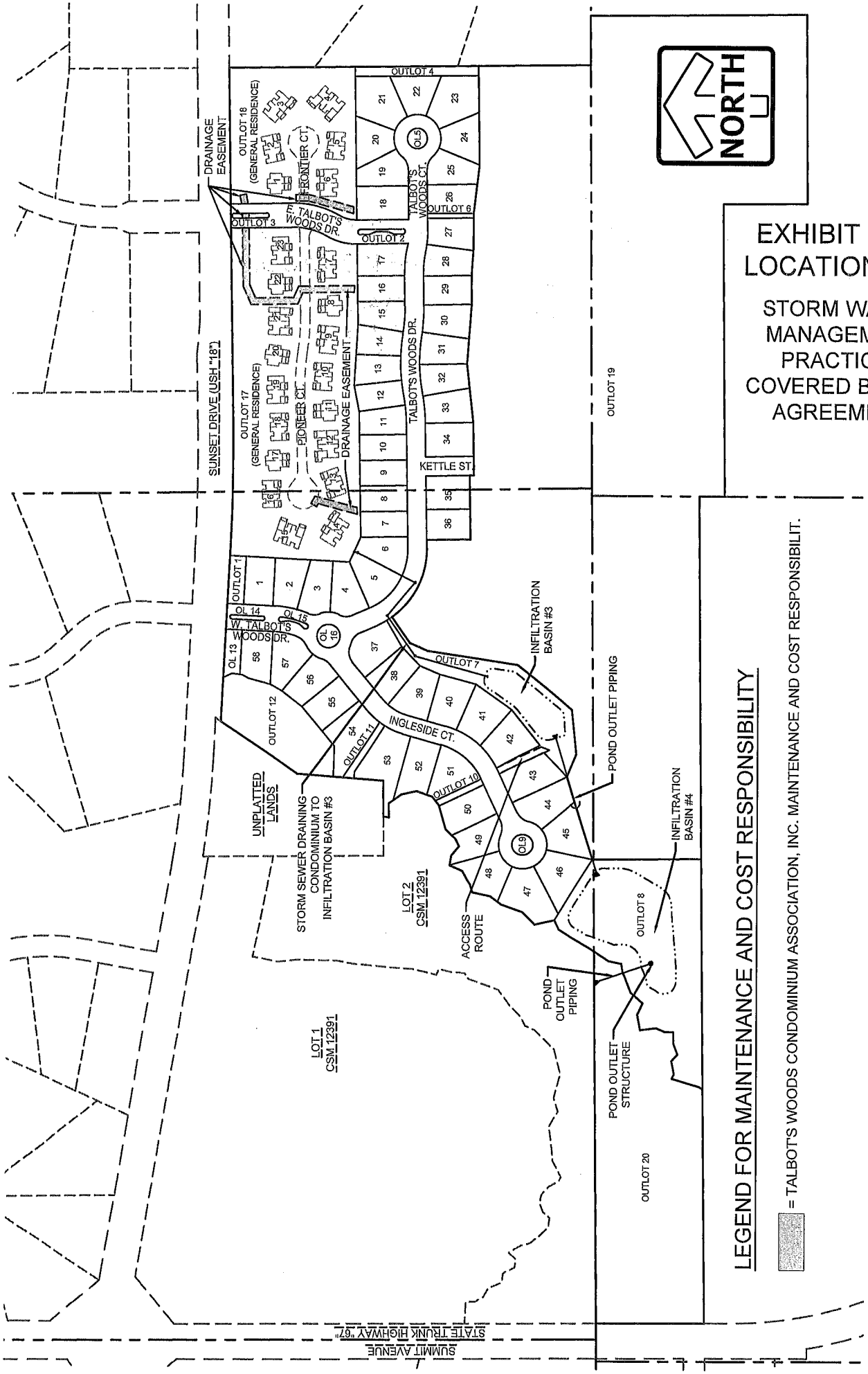

NORTH
OUTLOT 4
OUTLOT 18 (GENERAL RESIDENCE)
DRAINAGE EASEMENT
FRONTIER CT.
E. TALBOT'S WOODS DR.
OUTLOT 3
OUTLOT 2
TALBOT'S WOODS CT.
OUTLOT 6
OUTLOT 17 (GENERAL RESIDENCE)
PIONEER CT.
DRAINAGE EASEMENT
TALBOT'S WOODS DR.
SUNSET DRIVE (USH "18")
KETTLE ST.
OUTLOT 19
OUTLOT 1
OL 14
OL 15
W. TALBOT'S WOODS DR.
OL 13
OUTLOT 7
INFILTRATION BASIN #3
POND OUTLET PIPING
INGLESIDE CT.
OUTLOT 12
OUTLOT 11
OUTLOT 10
UNPLATTED LANDS
STORM SEWER DRAINING CONDOMINIUM TO INFILTRATION BASIN #3
LOT 2 CSM 12391
ACCESS ROUTE
INFILTRATION BASIN #4
OUTLOT 8
POND OUTLET PIPING
POND OUTLET STRUCTURE
LOT 1 CSM 12391
OUTLOT 20
SUMMIT AVENUE
STATE TRUNK HIGHWAY "67"
EXHIBIT B-2(i)
LOCATION MAP
STORM WATER MANAGEMENT PRACTICES COVERED BY THIS AGREEMENT.
LEGEND FOR MAINTENANCE AND COST RESPONSIBILITY
= TALBOT'S WOODS CONDOMINIUM ASSOCIATION, INC. MAINTENANCE AND COST RESPONSIBILIT.

Exhibit C
Storm Water Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed at ensuring these practices continue serving their intended functions. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Titleholders to enforcement of the provisions listed on page 1 of this Agreement by the Village.

System Description:
The stormwater management system includes storm sewer and swales located in the drainage easements and all associated structures, earthen berms and other components of these practices. Runoff from this system ultimately drains into the storm water system subject to the Talbot's Woods Single Family Storm Water Management Practice Maintenance Agreement recorded in the Waukesha County Register of Deeds. The storm water management system is designed to trap sediment in the storm water runoff and maintain pre-development downstream peak flows.

Minimum Maintenance Requirements
To ensure the proper function of the storm water practices, the following list of maintenance activities are recommended:

Storm Sewer:
1. Inspect storm sewer, catch basins, inlets, manholes and end sections within the drainage easements at least once a year.
2. Inspect catch basins, inlets and manholes for any blockage and sediment deposition in the bottom of structures, check frames and lids for cracks and wear, check for leaks at joints. Remove any blockage and sediment. Repair any cracks or leaks. Replace any worn or cracked frames and lids.
3. Inspect storm sewer end sections for obstructions, accumulation of sediment and trash, undermining and joint separation. Inspect rip-rap at end section for settlement, scour and displaced rip-rap. Remove obstructions, sediment and trash. End sections which have separated from the storm sewer pipe shall be reset on firm bedding and reconnected to the existing storm sewer pipe. Restrain joints if necessary. Scour areas shall be repaired immediately. Replace missing soil with clean fill and replace/install rip-rap.
4. Non-standard maintenance includes inspection, repair and replacement of storm sewer pipe. Televising of buried storm sewer pipe should occur when excessive material is found within the storm sewer system or at an end section with no apparent source visible at the surface, or the system experiences frequent backups. Follow the recommendations for the repair and/or replacement of the storm sewer components televised by a firm specializing in this work.

Grass Swales:
1. Inspection should take place after major rainfalls and at least once a year.

2. Inspect for and remove any sediment deposition, erosion and litter. Nuisance conditions such as woody plant growth shall also be identified and removed. If existing soil is exposed, restore with topsoil, seed and erosion mat.
3. Maintain grass in swale areas. Do not deposit leaf litter or grass clippings in the swales.

Exhibit 3

Breakdown of Costs

Percentage of Flow to Southwest Ponds		
Design Storm	Single Family	General Residence
1-year	77%	23%
2-year	77%	23%
10-year	76%	24%
100-year	76%	24%

Drainage Area to Southwest Ponds	
Single Family	General Residence
40.9 acres (76%	13.1 acres (24%)
	Plus Five Percent (5%) Administrative Fee
Total	29%

EXHIBIT E

Articles of Incorporation

(Attached)

Wisconsin.Gov

State of Wisconsin

Department of Financial Institutions

Corporations Bureau

Form 102 - Nonstock Corporation Articles of Incorporation

Name of Corporation

The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 1 Name of Corporation:	Talbot's Woods Homeowners Association, Inc.

Article 2 Principal Office

Mailing Address:	19000 W. Bluemound Rd.
City:	Brookfield
State:	WI
Zip Code:	53045

Article 3 Registered Agent

Registered Agent Individual:	James Mueller
Name of Entity:	
Street Address:	19000 W. Bluemound Rd.
City:	Brookfield
State:	WI
Zip Code:	53045
Email:	jmueller@mlgcapital.com

Select Statement

Article 4 Select one statement:	The corporation will have members
Article 5 Is this corporation authorized to make distributions under the statute?:	No
This document was drafted by:	Joseph A. Bukovich

Article 6 Incorporator

Name:	Paul J. Hinkfuss
Street Address:	19000 W. Bluemound Rd.
City:	Brookfield
State:	WI
Zip Code:	53045

Incorporator Signature

I understand that checking this	Yes

box constitutes a legal signature:	
Incorporator Signature:	Paul J. Hinkfuss

Article 7 Optional Articles

The purpose(s) for which the corporation is incorporated:	To serve as an association of owners of real estate and improvements, and manage and control the property
Delayed Effective date:	

Article 8 Directors

Name:	Timothy J. Wallen
Street Address:	19000 W. Bluemound Rd.
City:	Brookfield
State:	WI
Zip Code:	53045
Name:	Joseph A. Bukovich
Street Address:	19000 W. Bluemound Rd.
City:	Brookfield
State:	WI
Zip Code:	53045
Name:	Daniel C. Scardino
Street Address:	19000 W. Bluemound Rd.
City:	Brookfield
State:	WI
Zip Code:	53045

Optional Contact Information

Name:	
Address:	
City:	
State:	
Zip Code:	
Phone Number:	
Email Address:	ljutz@mlgcompanies.com

Endorsement

	FILED
Received Date:	04/28/2025
Entity ID:	T114045

EXHIBIT F

By-laws of the Association

(Attached)

BY-LAWS
OF
TALBOT'S WOODS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of the Talbot's Woods Homeowners Association, Inc. and the Protective Covenants for Talbot's Woods recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter the "Declaration"), the following are adopted as the By-Laws of the TALBOT'S WOODS HOMEOWNERS ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association"), which is a non-profit nonstock corporation formed and organized to serve as an association of owners of real estate and improvements located in Talbot's Woods, Dousman, Wisconsin (the "Subdivision") subject to the terms and conditions of the Declaration. The Subdivision is divided into individual residential parcels (the "Lots") pursuant to the recorded Plat of the Subdivision. The final development of the Subdivision was completed by MLG Dousman Investment LLC (the "Developer").

These By-Laws shall be binding on the owners of Lots in Talbot's Woods, and their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

Members, Voting and Meetings

2.1 ***Members.*** The rights and qualifications of the members are as follows:

a. *Defined.* Members of the Association shall be all owners of any Lot in the Subdivision (the "Owners"). Each Owner shall have the number of votes equal to the number of Lots owned by said Owner. If title to any Lot is held by more than one Owner, the membership in the Association related to that Lot shall be shared by such Owners in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. Every Owner upon acquiring title shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

b. *Membership List.* The Association shall maintain a current Membership List showing the names of Owners, the address to which notice of meetings of the Association shall be

sent, any mortgagee of the Lot, and the person designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Lot.

c. *Transfer of Membership.* Each membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically upon conveyance of that Lot. Membership in the Association may not be transferred, except in connection with the transfer of a Lot. Upon transfer of a Lot, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new Owner, identification of Lot, date of transfer, name of the person designated to vote, name and address of mortgagee, if any, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

2.2 ***Quorum and Proxies for Members' Meetings.*** A quorum for members' meetings shall consist of thirty (30) percent of the votes in the Association. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 ***Act by Majority.*** The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Wisconsin Nonstock Corporation Law.

2.4 ***Time, Place, Notice and Calling of Members' Meetings.*** Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Owners, to each member at his address as it appears on the books of the Association and shall be mailed via the United States Postal Service, electronically mailed or personally delivered not less than ten (10) days nor more than ninety (90) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors.

2.5 ***Annual and Special Meetings.*** The first annual meeting of the Association shall be held on the second Tuesday in October following the sale and conveyance by Developer of all Lots in the Subdivision, or such earlier time as determined by Developer, in either case subject to the requirements of Section 2.4 above. Subsequent annual meetings shall be held on the second Tuesday in October of each year. The purposes of annual meetings shall be to elect directors and to transact any other business authorized to be transacted by the members. Special meetings of the

members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with ten percent (10%) or more of all votes entitled to be cast in the Association.

ARTICLE III

Board of Directors

3.1 ***Initial Board of Directors.*** The initial Board of Directors shall consist of up to three (3) persons, appointed by Developer, who need not be members of the Association. The initial Board of Directors shall serve until such time as the members elect a Board of Directors pursuant to Section 3.4 below.

3.2 ***Number and Qualifications of Directors.*** After the Board of Directors of the Association has been elected by the Owners pursuant to Section 3.4 below, the Board of Directors shall consist of three (3) persons, to be classified with respect to the terms for which they severally hold office as set forth in Section 3.4 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.3 ***Powers and Duties of the Board of Directors.*** The affairs of the Association including management and operation of the Subdivision shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these By-Laws.

3.4 ***Election and Term of Directors.*** At the first annual meeting of the Association following the sale and conveyance by Developer of all Lots in the Subdivision, or such earlier time as determined by Developer, the members shall elect three (3) directors to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

(a) One (1) director whose term will expire after one (1) year, at the next annual meeting of the Association (Class "A" Directors).

(b) Two (2) directors whose terms will expire after two (2) years, at the second annual meeting of the Association after their election (Class "B" Director).

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

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

3.6 ***Removal of Directors.*** After the Board of Directors has been elected by the Owners pursuant to Section 3.4, at any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, providing a quorum in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 ***Annual Meeting and Notice.*** An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of election of officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required. Prior to the first annual members' meeting, an annual meeting of the Board of Directors shall be held at such time and place as may be designated by the Board of Directors.

3.8 ***Regular Meetings and Notice.*** The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

3.9 ***Special Meetings and Notice.*** Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.10 ***Waiver of Notice.*** Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 ***Quorum of Directors -- Adjournments.*** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.12 ***Fidelity Bonds.*** The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV

Officers

4.1 ***Designation, Election and Removal.*** The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice President, may be held by the same person.

4.2 ***President.*** The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such other authority as may be delegated by the Board of Directors.

4.3 ***Vice President.*** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice President shall also perform such duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 ***Secretary.*** The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List for the Association.

4.5 ***Treasurer.*** The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer

shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 ***Compensation.*** No director of officer of the corporation shall receive any fee or other compensation for service rendered to the Association except by specific resolution of the membership.

ARTICLE V

Indemnification

5.1 ***Mandatory Indemnification.*** The Association shall, to the fullest extent permitted or required by Chapter 181 of the Wisconsin Statutes, inclusive, the Wisconsin Nonstock Corporation Law ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a Party because such Director or Officer is a Director or Officer of the corporation. The corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in this Article V and not otherwise defined herein shall have the meaning set forth in Section 181.0103 of the Statute.

5.2 ***Permissive Supplementary Benefits.*** The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under Section 5.1 above by (a) the purchase of insurance on behalf of any one or more of such Directors or Officers whether or not the corporation would be obligated to indemnify or advance expenses to such Director or Officer under Section 1 of this Article, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

5.3 ***Private Foundation Limitations.*** Notwithstanding the foregoing, no indemnification will be permitted to the extent such indemnification would constitute an act of "self-dealing" or is otherwise subject to excise taxes under Chapter 42 of the United States Internal Revenue Code of 1986, or prohibited under Chapter 181 of the Wisconsin Statutes or any similar successor provisions thereto.

ARTICLE VI

Operation of the Subdivision

6.1 ***The Association.*** The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the Subdivision in accordance with the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of $1,000 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may, to the extent it deems advisable, contract for management services or a managing agent with respect to the administration and operation of the Association.

6.2 ***Rules and Regulations.*** The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Lots by the Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Lots by persons entitled thereto. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 ***Common Expenses.*** The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each Lot owner, to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed equally against the Lots, excluding those Lots owned by the Developer, and allocated among the members of the Association according to their respective ownership interests in the Lots. The assessments shall be made on an annual basis and shall be due and payable in one lump sum. If not paid on or before the due date, the assessment shall bear interest at the prevailing prime rate of interest, determined as of the first day of each month by the bank handling Association accounts, until paid in full. If delinquent for more than thirty (30) days, the Association may pursue foreclosure or collection action pursuant to Section 6.5 herein. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 ***Operating Budget.*** The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of operation, maintenance, and other items such as; real estate taxes, management services, insurance, common services, landscaping, administration, materials and

supplies. The reserve fund shall be used for contingencies and periodic expenses such as storm sewer maintenance, pond maintenance or other renovations. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Director, the directors may levy further assessment(s) against the Owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each Lot, if resulting from action by the Association. The Owner or Owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any Lot if such maintenance and repair, although the obligation of the Owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Owners in subsequent years.

The annual budget shall be prepared and determined by September 30 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each Lot owner by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

6.5 ***Default and Liens.*** All annual and special assessments, until paid, together with interest and actual costs of collection, constitute a lien for the benefit of the Association on the Lots on which they are assessed. Such lien shall be subordinate and junior only to the first mortgage lien of any financial institution arising at the time of purchase of the respective Lot. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law and the Declaration, and there shall be added to the amount due: 1) a $50.00 late fee, 2) an additional $15.00 late fee per day until the outstanding charges and assessments have been paid in full, and 3) the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a Lot against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repairs and Maintenance

7.1 ***General Lot Maintenance.*** The Owner of any Lot shall have the duty of, and responsibility for, keeping the premises, building, improvements, appurtenances and landscaping of

the Lot, in a well-maintained, safe, clean, and attractive condition at all times. All grass, trees, and shrubbery must be kept in good condition and appearance at all times. All grass must be cut whenever necessary and weeds must be controlled. Each Owner shall be responsible for removal of any rubbish or trash of any character which may accumulate on a Lot. Damaged or cracked areas of all parking areas, sidewalks, and other hard surfaces shall be promptly repaired or replaced. The type and quality of materials and the color thereof to be used in replacing, repairing, painting, or maintaining building exteriors and external fixtures such as entry doors, lighting fixtures and other items shall be consistent with those approved by the Subdivision Review Board pursuant to the Declaration.

7.2 ***Common Areas.*** The Association shall be responsible for the management, performance of the obligations set forth herein, the Declaration and any easements applicable to the Property and control of any and all easement areas located in the Subdivision, and any real estate owned by the Association, and any other areas of the Subdivision which the Association is obligated or agrees to maintain, together with any other amenity that may be provided by the Association, and shall cause the same to be maintained, repaired and kept in good, clean and attractive condition, order, and repair. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of an Owner, in which case such expense shall be charged and specially assessed to such Owner), for accomplishment of all landscaping, grass cutting, weed control and general maintenance of the common areas described above; care, repair and restoration of entrance monuments and signs; inspection, maintenance, recertification and repair of streets and drainage facilities; and related landscaping maintenance and replacement of lighting, if any, for entrance monuments and signs.

ARTICLE VIII

Duties and Obligations of Owners

8.1 ***Rules and Regulations.*** The Lots shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time.

8.2 ***Enforcement.*** The rules and regulations contained in the Declaration and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of $50 per violation plus $15.00 per day until the violation is corrected, to be charged and assessed against the Owners who violate or whose guests violate such rules and regulations. Such fines shall be charged and assessed against the subject Lot and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefor.

ARTICLE IX

General

9.1 ***Fiscal Year.*** The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.2 ***Address.*** The mailing address of the Association shall be 19000 W. Bluemound Road, Brookfield, WI 53045, Attention: Talbot's Woods Homeowners Association, until such time as Developer has sold all Lots, at which time a new mailing address may be designated by the Association.

9.3 ***Seal.*** The Association shall have no corporate seal.

ARTICLE X

Amendments

10.1 ***By Members.*** These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of Owners having sixty-seven percent (67%) or more of the votes in the Association.

10.2 ***Rights of Developer.*** No amendment of these By-Laws shall alter or abrogate the rights of Developer as contained in these By-Laws.

ARTICLE XI

Miscellaneous

11.1 ***Record of Ownership.*** Every Owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance of such Lot or other evidence of such Owner's title thereto, and shall present such evidence of title and file any lease with the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

11.2 ***Statement of Assessments.*** The Board of Directors or Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any Lot or interest therein, shall provide a statement to such person as to the amount of any assessments against such Lot then due and unpaid, within ten (10) business days after such request is received.

11.3 ***Subordination.*** These By-Laws are subordinate and subject to all provisions of the Wisconsin Nonstock Corporation Law, and the Declaration and any amendments thereto, which shall control in case of any conflict.

11.4 ***Definition of Terms.*** All terms herein (except where specifically defined herein or clearly repugnant to the context) shall have the same meanings as in the Declaration or the Wisconsin Nonstock Corporation Law.

11.5 ***Interpretation.*** In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Owners.

-End of By-Laws-

This was document drafted by and after recording should be returned to:
Paul J. Hinkfuss
MLG Development
19000 W. Bluemound Road
Brookfield, WI 53045

mlgfiles/projects/dousman - lad lake/legal/covenants/single family phase 1 covenants/covenant exhibits - sf phase 1/exhibit f - by-laws of the association 4-21-25 final.doc