



VILLAGE OF KIMBERLY, WI
NOTICE OF VILLAGE PLAN COMMISSION MEETING

DATE: Tuesday, September 17, 2024
TIME: 5:00 pm
LOCATION: Village Hall, Rick J. Hermus Council Chambers 515
W. Kimberly Ave.
Kimberly, WI 54136

Notice is hereby given that a Plan Commission meeting will be held on Tuesday, September 17, 2024, at the Village Hall. This meeting is open to the public. Please note that the starting time of the meeting has changed to 5:00pm

- 1) Call to Order
- 2) Roll Call
- 3) Moment of Silent Reflection, Pledge of Allegiance
- 4) Approval of Minutes from the 08/20/2024 Meeting
- 5) Unfinished Business
 - a) None
- 6) New Business for Consideration and Approval
 - a) Site & Architectural Review – Aspire Senior Living Community Phase 2, New Addition, 100,013 sq ft, located at 825 Cobblestone Ln
 - b) Review Preliminary & Final Blue at the Trail Condominium Plat
- 7) Adjournment

Plan Commission

Sep 17, 2024, 5:00 – 5:30 PM (America/Chicago)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/273891269>

You can also dial in using your phone.

Access Code: 273-891-269

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

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Any person wishing to attend the meeting who because of their disability is unable to attend, is requested to contact the ADA Coordinator at 920-788-7500 at least 48 hours prior to the meeting so that reasonable accommodations may be made.

**VILLAGE OF KIMBERLY
PLAN COMMISSION MINUTES
08/20/2024**

A meeting of the Village Kimberly Plan Commission was called to order on Tuesday, August 20, 2024 at 6:00pm in the Rick J. Hermus Council Chambers, 515 W. Kimberly Ave by Commissioner Norb Karner.

Commissioners Present: Commissioners: Norb Karner, Dave Vander Velden, Todd Schneider and Dean Schiesl
Commissioners Excused: President Chuck Kuen and Commissioner Jeremy Freund
Staff Present: Deputy Clerk Erica Ziegert and Administrator/Public Works Director Danielle Block

Approval of Minutes from the 07-16-2024 Meeting

Commissioner Vander Velden moved, Commissioner Schneider seconded the motion to approve the minutes from the 07-16-2024 Plan Commission meeting. Motion carried by unanimous vote.

Unfinished Business

None

New Business

Site Review- Cheeky Doughnuts. Site plan for bakery/donut shop located at 710 W. Kimberly Avenue.

Commissioner Schiesl moved, Commissioner Schneider seconded the motion to approve the remodeling of a commercial building at 710 W Kimberly Ave for Cheeky Doughnuts. Motion carried by unanimous vote.

Site Review- AllState Insurance. Site and building plan for commercial business space located at 1023 Truman St.

Commissioner VanderVelden moved, Commissioner Schneider seconded the motion to approve contingent upon the following: wall mount signage meeting Village Ordinances and Industrial Park standards, a sign permit is required; the "Driveway Easement and Shared Parking and Driveway Maintenance Agreement per Doc 2315751" shall be amended to include Common Ownership and Maintenance responsibilities for the Sanitary Sewer and Storm Lines from and including CB E to the public storm line; black steel wainscoting to be installed along, at a minimum, the north elevation to a height of 3'-6". Motion carried by unanimous vote.

Architectural Review, Blue at the Trail: Single Family Ranch and Two-Unit, 2 Story Home.

Commissioner Schneider moved, Commissioner Schisel seconded the motion to approve the submitted architectural plans for Blue at the Trail: Single Family Ranch and Two-Unit, 2 Story Homes on Tanha and Satori Trail. The single-family ranch style units being approved are unit #s: 11a, 13a, 22a. The Two-Unit, 2 Story units being approved are unit #s: 23, 19, 16, 15, and 21. Motion carried by unanimous vote.

Review and set Plan Commission Meeting Time

Commissioner Vander Velden moved, Commissioner Schiesl seconded the motion to move the meeting time from 6:00pm to 5:00pm. All commissioners were in agreement to change the time to mirror the Village Board meetings. This time change would take effect starting at the next Plan Commission meeting on September 17, 2024. Motion carried by unanimous vote.

Adjournment

Commissioner Schiesl moved, Commissioner Vander Velden seconded the motion to adjourn. Motion carried by unanimous vote at 6:30pm.

Erica Ziegert
Deputy Clerk
Dated 08/21/2024



Village of Kimberly Request for Plan Commission Recommendation

ITEM DESCRIPTION: Aspire Phase 2 Site & Building Plan Review

REPORT PREPARED BY: Danielle Block, Administrator/Director of Public Works

REPORT DATE: September 11, 2024

EXPLANATION: Kimberly ALF LLC & Kimberly IL LLC propose a new 100,008 sf addition to Aspire Senior Living Center. The development sits on parcels 250-0959-05 and 250-0959-04, totaling 7.96 acres. The parcels are zoned B1-Business General. A senior living complex is a permitted use in this zoning district.

Zoning review (attached) identified the structure, common areas, parking lot and parking stall count, fire lanes and recreational areas satisfy the zoning ordinance and district requirements. All Village Departments reviewed the development proposal and have identified the following areas that would be conditions of approval:

1. Storm Water
 - a. Storm Water Management Plan
 - i. Revise Manning's n value.
 - ii. Revise soil types to a clay soil type.
 - iii. Storm Water Maintenance Agreement must be drafted and recorded.
 - iv. Summary of overall impervious and pervious areas is required.
2. Site/Grading Plan
 - a. North lot line spot elevation required to ensure proper drainage.
 - b. Drainage of pickleball court area to be addressed.
 - c. East lot line spot elevations required to ensure proper drainage.
3. Erosion Control
 - a. An Erosion Control Plan is required.
4. Fire Department/Emergency Medical Services
 - a. Fire Department and EMS have requested clear signage and posting of Unit numbers associated with the address to aid in response time.
 - b. Illustration of the fire engine truck turning template successfully navigating the fire lane.
 - c. Installation of a fire hydrant in the rear yard (east) of the independent living addition and the pool. Located near the new basement parking ingress/egress.

5. Parcel
 - a. The structure/development cannot cross a parcel line. The two lots must be combined via Certified Survey Map.
6. Building Inspections and Approvals
 - a. Inspections will be completed by the State of Wisconsin, unless delegation authority is completed by the Village of Kimberly.
7. Public Utilities
 - a. Existing 6" sanitary service is adequate.
 - b. Direction bore for new 6" water service and abandoned the 1 ½" existing service.
 - c. Select water meter size early for supply chain delivery.
8. Parking
 - a. Staff recommends the addition of parking stalls in the northern parking lot. Extend proposed stalls to the west (Cobble Stone Lane). Parking congestion on-street has been a major concern for the Village and the location to Truman Street intersection complicates maneuvers near the senior living center.

RECOMMENDED ACTION: Staff recommends approval of the site plan and architectural components of the Aspire Phase 2 development, contingent upon the following: revised Storm Water Management Plan, Recorded Storm Water Maintenance Agreement, proper verification of site drainage and grading, completion of Fire Department requirements, Certified Survey Map to combine the parcels, installation of new 6" water service and proper abandonment of existing service and additional parking stalls.



VILLAGE OF KIMBERLY
Site Review Application

Submit to:
Planning & Zoning
515 W. Kimberly Ave.
Kimberly WI 54136
920-788-7500

Applicant Information

Petitioner: Kimberly ALF LLC & Kimberly IL LLC Date: 8/29/2024

Petitioner Address: 7901 West National Avenue, Suite C City: West Allis State: WI Zip: 53214

Telephone #: (414) 308-6142 Fax: () _____ email: aklecker@msphousing.com

Status of Petitioner (please check one): Owner Representative Tenant Prospective Buyer

Petitioner's Signature (required): *Wida Pinkerton*

Owner Information

Owner(s): Kimberly ALF LLC & Kimberly IL LLC Date: 8/29/2024

Owner(s) Address: 7901 West National Avenue, Suite C City: West Allis State: WI Zip: 53214

Telephone #: (414) 308-6142 Fax: () _____ email: aklecker@msphousing.com

Ownership Status (please check one): Individual Trust Partnership Corporation

Property Owner Consent (required):

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions and duties, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Village for incomplete submissions or other administrative reasons.

Property Owner's Signature: *Wida Pinkerton* Date: 8/29/2024

Site Information

Address/Location of Proposed Project: 825 Cobblestone Lane Zoning: B1

Proposed Project or Use: Addition to Existing Senior Living Community

Current or last Use of Property: Senior Living Community & Vacant Land for Future Expansion

Land Uses Surrounding this Address: North: Vacant Land & Office

South: E College Ave & Auto Oriented Business

East: Residential

West: Truman St & Preschool/Daycare

- It is recommended that the applicant meet with Village Department staff prior to submittal to review the project and submitted materials.
- Application Fees must be submitted with the application.

Submittal Requirements – Must accompany the application to be complete.

- A narrative of the proposed building or addition including:
 - Proposed use of the property
 - Existing use of the property
 - Effects on adjoining properties to include: noise, hours of operation, glare, odor, fumes, vibration, etc.
 - Compatibility of the proposed use with adjacent and other properties in the area.
 - Traffic generation
 - Any other information pertinent to adequate understanding of the intended use and its relation to nearby properties
- Complete site plans including:
 - Two (2) legible scaled and dimensioned drawings/prints of site plan and building elevations (when applicable.)
 - Two (2) 8 ½" x 11 (minimum) to 11" x 17" (maximum) reduction of the site plan and building elevations (when applicable.)
 - All existing and proposed buildings, structures, and paved areas, including building entrances, walks, drives, decks, patios, fences, walls.
 - Location of all outdoor storage and refuse disposal areas and the design and materials used for construction
 - Location and dimension of all on-site parking (and off-site parking provisions if they are to be employed)
 - Location, height, design, illumination power and orientation of all exterior lighting on the property including a photometrics plan.
 - Location of all exterior mechanical equipment and utilities and elevations of proposed screening devices where applicable (i.e. visible from a public street or residential use or district). Mechanical equipment includes, but is not limited to; HVAC equipment, electrical transformers and boxes, exhaust flues, plumbing vents, gas regulators, generators.

**Village of Kimberly
Site Plan / Zoning Review**

Location of Property: 825 Cobblestone Ln Date(s) Rec'd: 9/3/2024
 Applicant Name: Kimberly ALF LLC & Kimberly IL LLC Phone: 414-308-6142 Fax: _____
 Applicant Address: 7901 West National Avenue City: West Allis State: WI Zip: 53214
 Owner: Kimberly ALF LLC & Kimberly IL LCC Parcel Number(s): 250-095904 Zoning: B1
 Scope of Proposal: Addition to Existing Senior Living Community

Compliance Checklist

Use	Y	Height	Y	Access Regulations	Y	Lighting	Y
Lot Width	Y	Front Setback	Y	Parking Standards		Signage	Y
Lot Depth	Y	Corner-Side Setback	N/A	Loading Standards	Y	Mech. Screening	N/A
Lot Area	Y	Interior-Side Setback	Y	Vision Clearance	Y	Var./CUP/PD	Conditions
Floodplain	N	Rear Setback	Y	Refuse Screening/Fence	N	N/A	
Storm Water	Y	Building Area	Y	Landscaping	Y	Other:	None

Comments/Conditions

Net addition == 99,300 sf. 70,200 sf independent living and 29,100 sf assisted living or Community Based Residential Facilities (CBRF).

- Setbacks** – compliant.
- Parking** – No setbacks required. Complaint with municipal code requirements. See top right corner of “Site Plan Review Submittal” plan set. Historic on-street parking concerns, therefore staff is requesting additional stalls added to the most north-western lot. See review comments.
- Parking lot and Building lighting:** compliant.
- Driveways** – 1 additional proposed, compliant.
- Landscaping** – compliant. In concert with the Phase 1 construction and provides adequate barriers.
- Storm Water Management** – review comments attached.
- Engineering** – see review comments attached.
- Building Façade** – no concerns.
- Dumpster Enclosure** – no concerns. Existing dumpster location will be utilized and not expanded upon. Located at the rear of the main entrance at the “deliveries” access point.
- **Mechanical Enclosure** – no concerns. There is an existing mechanical enclosure located at the rear of the main entrance building that will not be modified. There will likely be a number of condensing units for common spaces. The units on the assisted living addition will be in the courtyard and the units for the independent living on the east side of the building.
- Fire Department/Access** – Fire hydrant required at back of building in between the existing basement parking entrance and the new basement parking entrance. Currently there is no water supply at the rear of the building. Designer to complete the analysis of the fire engine truck turning template to ensure ingress/egress throughout the entire fire lane.

*****REVIEW FEE NOT COLLECTED TO DATE. APPLICANT MUST REMIT PRIOR TO PERMIT ISSUANCE*****
*****THIS REVIEW IS FOR ZONING PURPOSES ONLY AND IS NOT A BUILDING PERMIT*****

 Approved X **Approved w/Conditions** **Denied** **Hold**

Reviewed by: Danielle Block Review Date(s): 9/9 & 9/11/2024

Please contact the Director of Public Works at 920.788.7500 if you have any questions.



September 11, 2024

Village of Kimberly
Attn: Danielle Block, Administrator/DPW
426 W. Kimberly Ave
Kimberly, WI 54136

Re: Site Plan & Stormwater Management Plan Review
Aspire-Phase II (Heritage-MSP Kimberly)
McM. No. K0001-09-24-00338.04

Dear Dani,

McMahon Associates, Inc. (McMahon) received a copy of the construction plan set and Stormwater Management Plan for Phase II of the Aspire (MSP Kimberly) development submitted by CJ Engineering. As requested by the Village, the plans and report were reviewed by McMahon for conformance with the Village's Code of Ordinances and stormwater reference guide.

PROJECT DESCRIPTION

This project consists of two apartment buildings with underground parking and a memory care building. Phase II includes the new memory care building and a proposed building addition. The total site is 7.95 acres and is considered new development for purposes of satisfying the Total Suspended Solids (TSS) and peak discharge performance standards of NR 151 and the Village's Post-Construction Stormwater Management Ordinance. A stormwater pond was previously constructed in the southeast corner of the site, capturing most impervious surface runoff. There is a small amount of landscaped and impervious areas that remain untreated and drain to the existing storm sewer in Cobble Stone Lane.

EROSION CONTROL PLAN

There was no erosion control plan included in the construction plan set. The site is anticipated to disturb more than 1 acre, and therefore is required to satisfy the 5 tons/acre/year sediment discharge requirement. An erosion control plan, including sediment discharge calculations, is required to be submitted for review.

STORMWATER MANAGEMENT PLAN

A wet detention pond was previously constructed in the southeast corner of the site to satisfy the TSS and peak discharge performance standards. Approximately 5.9 acres of the site will ultimately drain to the pond. The pond discharges to a 12-inch storm sewer that connects to the existing storm sewer system within Cobble Stone Lane. Approximately 2.1 acres of the site will be uncaptured. A majority of this uncaptured area drains to a storm inlet that will drain via 12-inch storm sewer into the storm sewer system in Cobble Stone Lane. Based on the Village's Post-Construction Stormwater Management Ordinance and Stormwater Reference Guide, additional stormwater management plan revisions are required as described below:

1. Per the Village's Storm Water Reference Guide, a Manning's n value of 0.24 shall be used for sheet flow "meadow" conditions. In addition, a Manning's n value of 0.24 shall be used for sheet flow "lawn" conditions as part of the post-development conditions. It appears that values of 0.15 and 0.25 are currently being used for the post-development sheet flow conditions. This value should be revised within all applicable time of concentration calculations and the HydroCAD model re-run. It's anticipated that these changes will cause minimal impacts to the HydroCAD model, and that the existing stormwater pond should still satisfy peak discharge requirements.
2. Source areas within the WinSLAMM model that require a soil type designation (i.e.: large landscaped) are currently being modeled with a silty soil type. The report mentions the site having clay soils. Based on current NRCS soils mapping the soils are Type D clay soils. Please revise soil types to a clay soil type for all source areas as appropriate within the WinSLAMM model. Update WinSLAMM model and verify the overall site achieves an 80% TSS reduction.
3. It is recommended that a Maintenance Agreement be signed and recorded between the owner and the Village prior to issuing the permit(s) for the existing stormwater pond, if not already completed under the first phase of construction (2015). The Village's draft Maintenance Agreement is attached if needed.
4. The site plan should provide a summary of overall impervious and pervious areas provided on the parcel. This information is used to establish the Village's stormwater utility rate for the parcel.

SITE / GRADING PLAN

1. Review the ability of a fire truck to navigate the fire lane route. It appears there may be a problem for a fire truck to navigate a few turns (see attached). Can a truck template be shown on these turns to demonstrate turning radii are sufficient?
2. The spot elevations along the north property line are required to establish drainage. The lot line common with the existing developed lot to the north requires drainage in an east – west alignment. The north lot line common with the undeveloped lot to the north shall drain to the east along the lot line and be collected into the site storm sewer system. (see attached markup)

Site Plan & Stormwater Management Plan Review
Aspire-Phase II (Heritage-MSP Kimberly)

3. Drainage along the rear yards of Railroad Street also requires collection of runoff so it does not impact those properties. (see attached markup)
4. More detail is needed as to how drainage around the pickleball courts will be handled. Currently it appears as though the water from the court has no discharge point. How does this surface water drain to the pond?

SANITARY & WATER SERVICES

1. An existing 6-inch sanitary lateral exists for the new expansion and should be used. (See the attached record drawing for the location and approximate depth.)
2. An existing 1½-inch water service exists for the site. This shall require abandonment at the service saddle in the west terrace of Cobblestone Lane. The corporation shall be removed, and a plug placed in the service saddle. This work shall be done in the presence of a Kimberly Water Department representative.
3. The new 6-inch water service shall be connected with a new cut in tee and repair sleeve. The line shall be bored under the street pavement and sidewalk. The service valve shall be placed just behind the sidewalk. All work shall be completed in the presence of a Kimberly Water Department representative.
4. An existing 6-inch sanitary lateral exists for the new expansion and should be used. See the attached record drawing for the location and approximate depth.

If you have any questions concerning this review let me know.

Respectfully,

McMahon Associates, Inc.

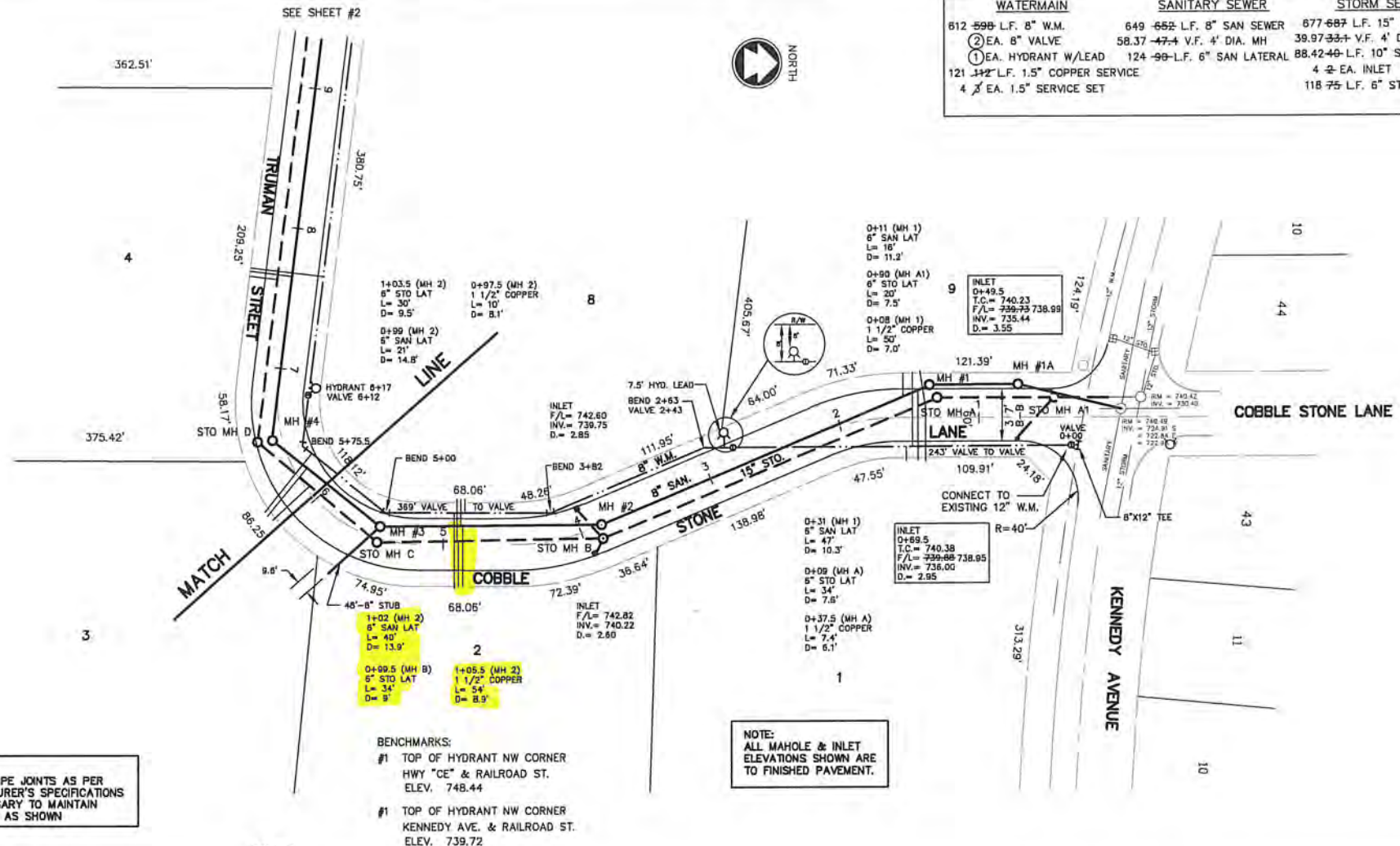


Brad D. Werner, P.E.
Vice President /Sr Municipal Engineer

BDW:car

cc: Chris Jackson - CJ Engineering

WATERMAIN	SANITARY SEWER	STORM SEWER
612 598 L.F. 8" W.M.	649 652 L.F. 8" SAN SEWER	677 687 L.F. 15" STO. SEWER
2 EA. 8" VALVE	58.37 47.4 V.F. 4' DIA. MH	39.97 33.4 V.F. 4' DIA. MH
1 EA. HYDRANT W/LEAD	124 99 L.F. 6" SAN LATERAL	88.42 48 L.F. 10" STO. SEWER
121 142 L.F. 1.5" COPPER SERVICE	4 EA. INLET	4 EA. INLET
4 EA. 1.5" SERVICE SET	116 75 L.F. 6" STO. LATERAL	



RECORD DRAWING NOTES:
 1. ALL MH RIMS & CATCH BASIN RIMS WERE SET TO FINISHED GRAVEL GRADE.
 2. WATERMAIN STATIONS ARE FROM 8" VALVE AT KENNEDY & COBBLESTONE LANE; DOES NOT COINCIDE WITH STREET STATIONS.

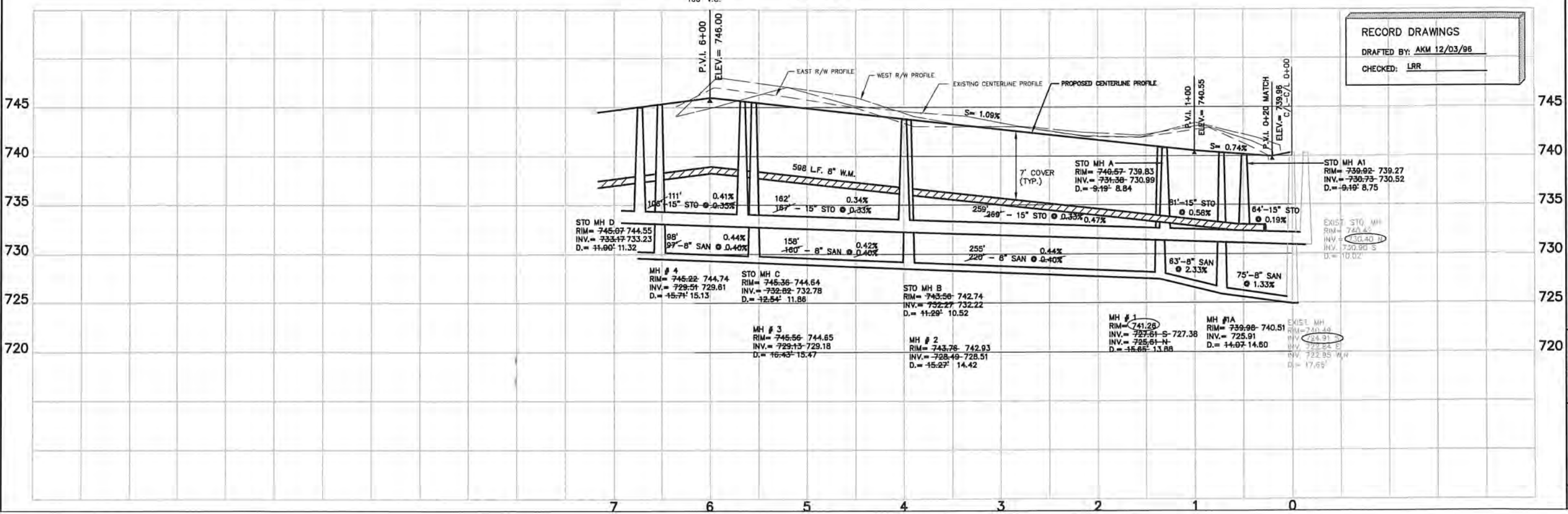
NOTE:
 ALL RIM GRADES ARE TO FINISHED PAVEMENT

LOCATION OF LATERALS TO BE FIELD LOCATED AT THE TIME OF CONSTRUCTION.

NOTE:
 DEFLECT PIPE JOINTS AS PER MANUFACTURER'S SPECIFICATIONS AS NECESSARY TO MAINTAIN ALIGNMENT AS SHOWN

BENCHMARKS:
 #1 TOP OF HYDRANT NW CORNER HWY "CE" & RAILROAD ST. ELEV. 748.44
 #1 TOP OF HYDRANT NW CORNER KENNEDY AVE. & RAILROAD ST. ELEV. 739.72

NOTE:
 ALL MAHOLE & INLET ELEVATIONS SHOWN ARE TO FINISHED PAVEMENT.



RECORD DRAWINGS
 DRAFTED BY: AKM 12/03/96
 CHECKED: LRR

McMAHON ASSOCIATES, INC.
 ENGINEERS - ARCHITECTS
 SCIENTISTS - SURVEYORS
 1377 MOUNT ROAD, MEMPHIS, TN 38120
 PHONE: 901/739-5551 FAX: 901/739-5854



DESIGNED: LRR
 DRAWN: DEW/AKW
 CHECKED: LRR
 DRG:

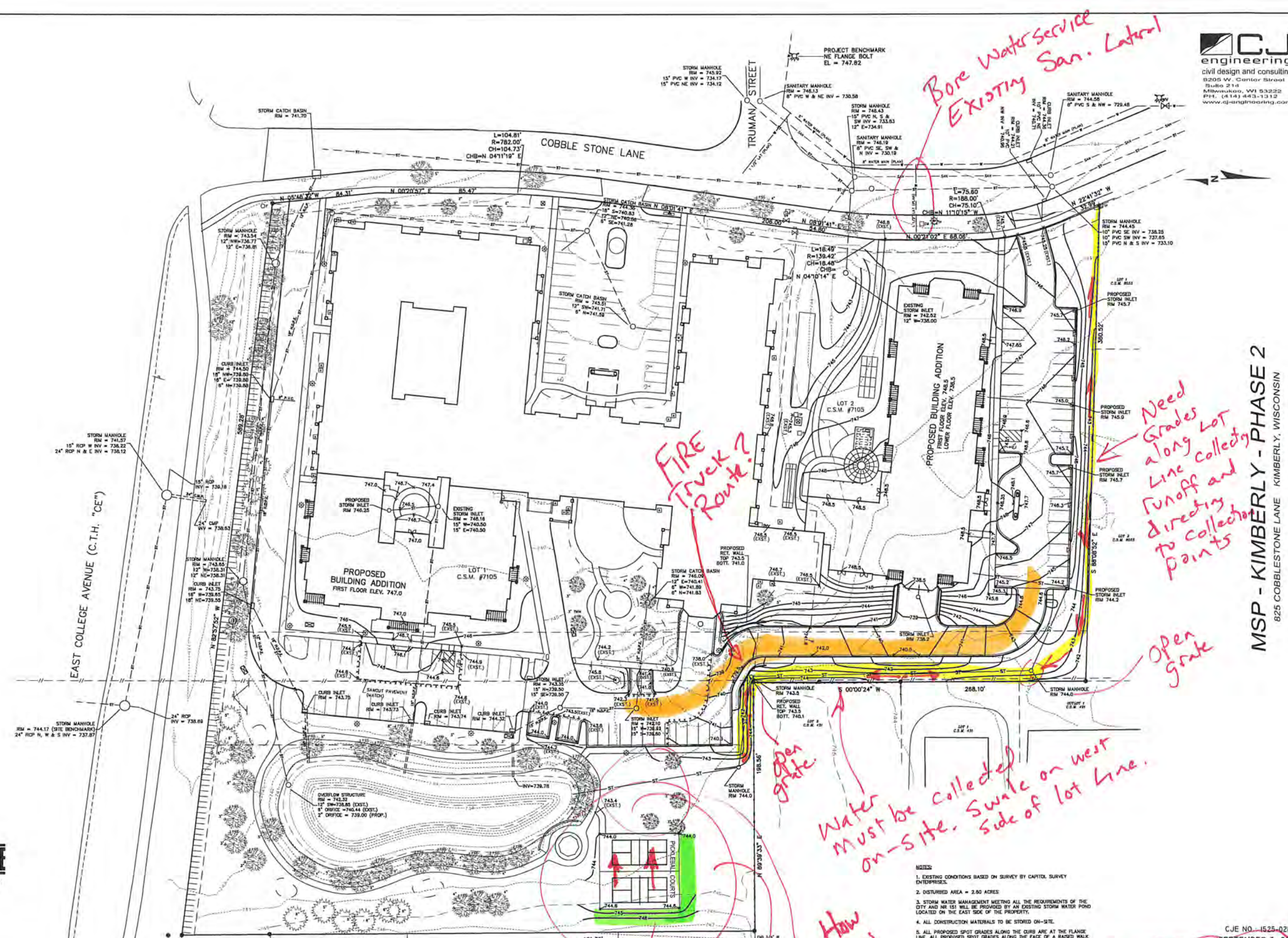
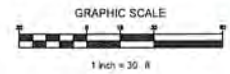
STREET AND UTILITY CONSTRUCTION
VILLAGE OF KIMBERLY
COBBLESTONE LANE

SCALE: HORIZ. 1" = 50'
 VERT. 1" = 5'
 DATE: 12/31/93
 PROJECT NO.: 7858-93750-16

SHEET NO. **1R**
 FILE NO. M7-D-393



LEGEND	
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED GRADE
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	PROPOSED SAWTOOTH LINES



- NOTES
1. EXISTING CONDITIONS BASED ON SURVEY BY CAPITAL SURVEY ENTERPRISES.
 2. DISTURBED AREA = 2.80 ACRES.
 3. STORM WATER MANAGEMENT MEETING ALL THE REQUIREMENTS OF THE CITY AND MR 151 WILL BE PROVIDED BY AN EXISTING STORM WATER POND LOCATED ON THE EAST SIDE OF THE PROPERTY.
 4. ALL CONSTRUCTION MATERIALS TO BE STORED ON-SITE.
 5. ALL PROPOSED SPOT GRADES ALONG THE CURB ARE AT THE FLANGE LINE. ALL PROPOSED SPOT GRADES ALONG THE FACE OF A RAISED WALK ARE AT THE BOTTOM OF WALK (ASPM) UNLESS OTHERWISE NOTED.

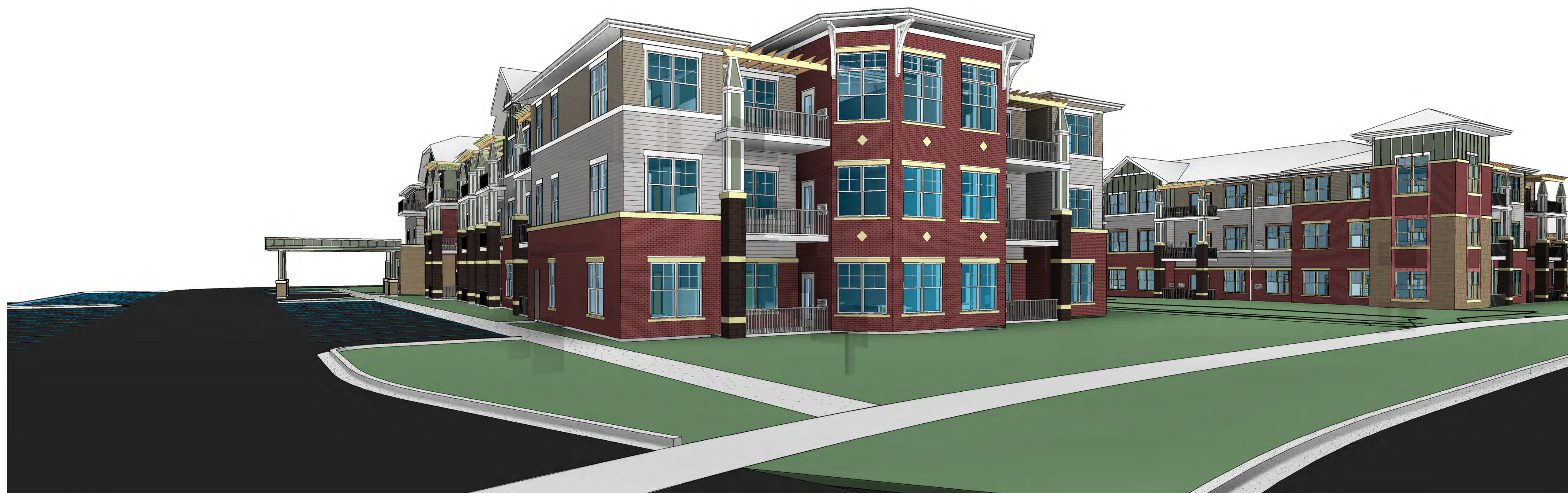
CJE NO. 1525-02R1
SEPTEMBER 3, 2024

SITE GRADING PLAN C2.0

MSP - KIMBERLY - PHASE 2
825 COBBLESTONE LANE KIMBERLY, WISCONSIN

ASPIRE - ASSISTED LIVING & INDEPENDENT LIVING ADDITIONS

825 COBBLESTONE LANE,
KIMBERLY, WI 54136

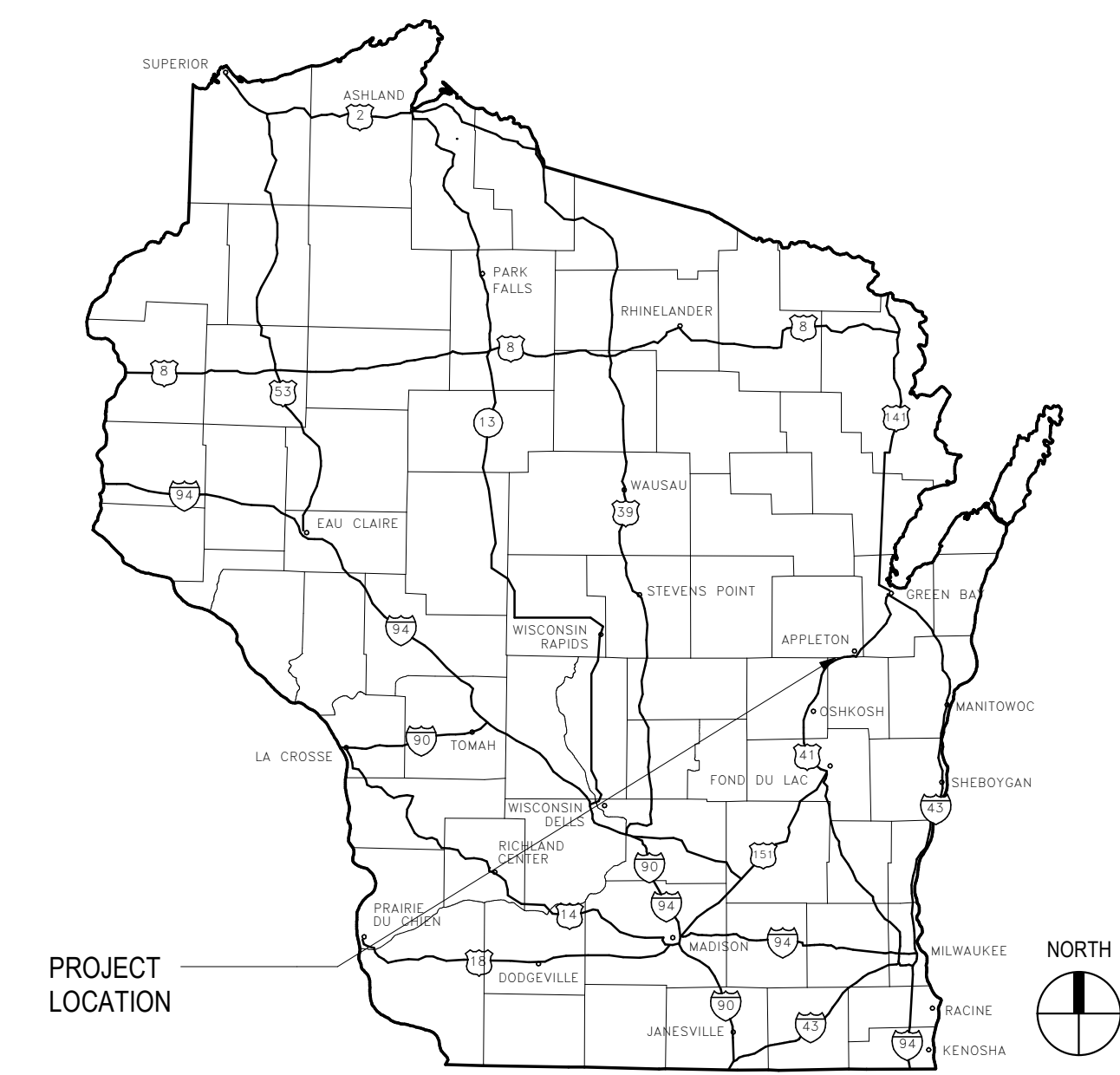


PROJECT INFORMATION	
BUILDING AREA	
TOTAL NEW AREA = 99,300 SF	
ASSISTED LIVING ADDITION = 29,100 SF	
FIRST FLOOR = 14,650 SF	
SECOND FLOOR = 14,550 SF	
INDEPENDENT LIVING ADDITION = 70,200 SF	
BASEMENT = 16,780 SF	
FIRST FLOOR = 19,860 SF	
SECOND FLOOR = 16,780 SF	
THIRD FLOOR = 16,780 SF	
UNIT COUNTS	
TOTAL UNITS = 214	
NEW UNITS = 78 UNITS	
INDEPENDENT LIVING UNITS = 42	
ASSISTED LIVING UNITS = 36	
EXISTING UNITS = 136	
MEMORY CARE UNITS = 24	
ASSISTED LIVING UNITS = 67	
INDEPENDENT LIVING UNITS = 45	

- LIST OF DRAWINGS**
- GENERAL
 - G-0.1 COVER SHEET
 - G-0.2 EXISTING SITE PHOTOS
 - AS-1.0 ARCHITECTURAL SITE PLAN
 - CIVIL
 - C1.0 SITE PLAN
 - C2.0 SITE GRADING PLAN
 - C3.0 SITE UTILITY PLAN
 - C4.0 SITE DETAILS
 - LANDSCAPE
 - L1.00 SITE LANDSCAPE PLAN
 - SL-100 SITE LIGHTING PLAN
SITE LIGHTING FIXTURE SPECIFICATION SHEETS
 - ARCHITECTURAL
 - A1.0 OVERALL BASEMENT PLAN
 - A1.1 OVERALL FIRST FLOOR PLAN
 - A1.2 OVERALL SECOND FLOOR PLAN
 - A1.3 OVERALL THIRD FLOOR PLAN
 - A2.0 EXTERIOR ELEVATIONS ASSISTED LIVING
 - A2.1 EXTERIOR ELEVATIONS INDEPENDENT LIVING
 - A2.2 EXTERIOR ELEVATIONS INDEPENDENT LIVING
 - A3.0 EXTERIOR MATERIALS PALETTE

Parking Requirements	Zoning Requirements	Provided Surface*	Parking Garage	Total Provided
Total Staff (34 + 6 shift overlap x 0.33)	14	20		20
Existing MC/AL dwelling units (91 Units x 0.33)	31	36		36
Proposed AL dwelling units (36 Units x 0.33)	12			0
Existing Senior Residents (IL: 45 Units x 0.75)	34		52	52
Proposed Senior Residents (IL: 42 Units x 0.75)	32	39	40	79
Visitor (includes 1 Guest Suite)		36		36
Total	123	131	92	223

* Includes 79 existing surface stalls and 52 new surface stalls





1. Southwest corner of assisted living wing seen from Truman St.



2. Northwest corner of assisted living wing seen from Truman St.



3. View from E College Ave, looking North towards Independent Wing..



4. Southwest corner of independent living wing seen from Truman St.



5. Northwest corner of independent living wing seen from Truman St.



6. Independent living wing main entry seen from Truman St.



7. Aerial view of existing site

**ASPIRE - ASSISTED
LIVING &
INDEPENDENT
LIVING ADDITIONS**

825 COBBLESTONE LANE, KIMBERLY, WI
54136

DATE OF ISSUE: 09/03/2024

PRELIMINARY
Not for
Construction

PROJECT # 23017

EXISTING SITE
PHOTOS

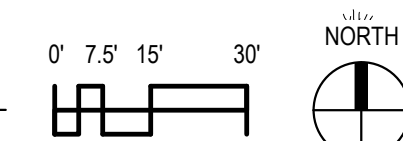
G-0.2

**ASPIRE - ASSISTED
LIVING &
INDEPENDENT
LIVING ADDITIONS**

825 COBBLESTONE LANE, KIMBERLY, WI
54136



1 ARCHITECTURAL SITE PLAN
1" = 30'-0"



DATE OF ISSUE: 09/03/2024

PRELIMINARY
Not for
Construction

PROJECT # 23017

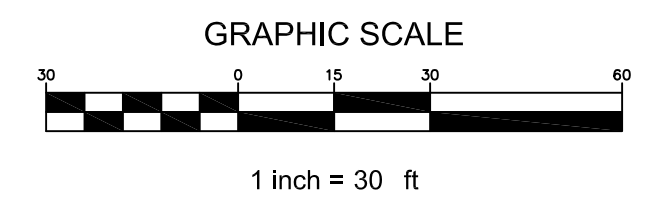
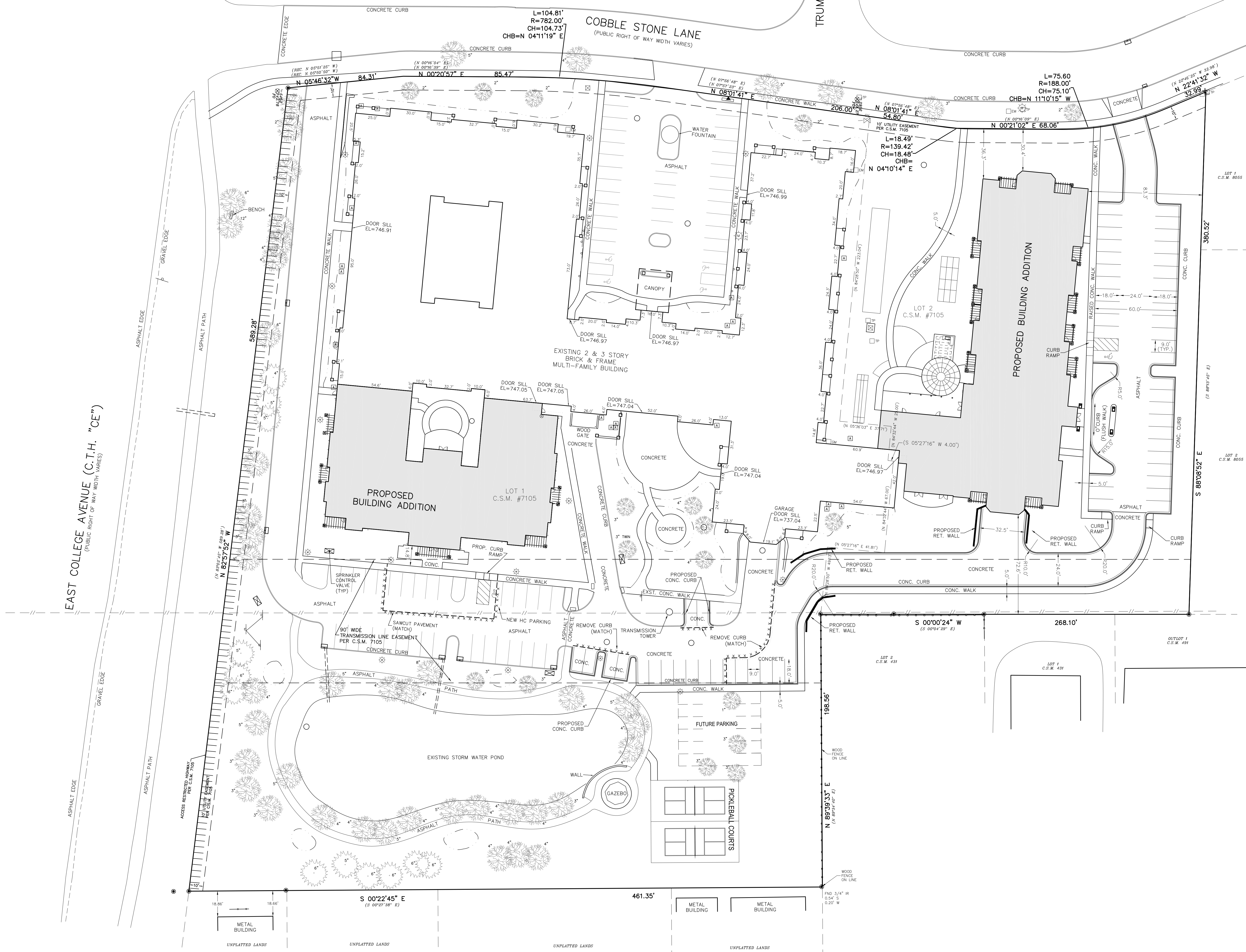
ARCHITECTURAL
SITE PLAN

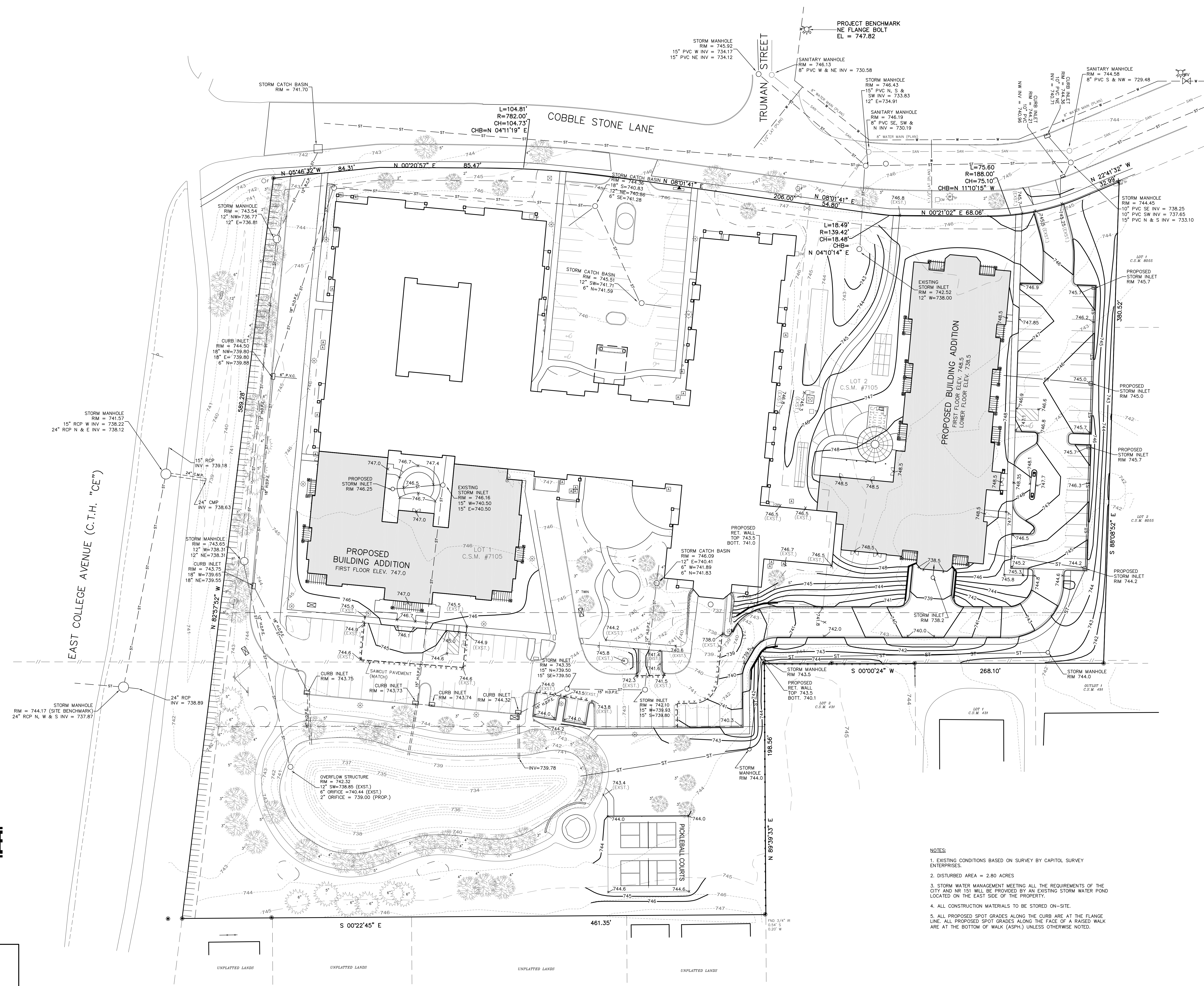
AS-1.0

PROJECT BENCHMARK
 NE FLANGE BOLT
 EL = 747.82

MSP - KIMBERLY - PHASE 2
 825 COBBLESTONE LANE KIMBERLY, WISCONSIN

CJE NO. : 1525-02RI
 SEPTEMBER 03, 2024





EAST COLLEGE AVENUE (C.T.H. "CE")

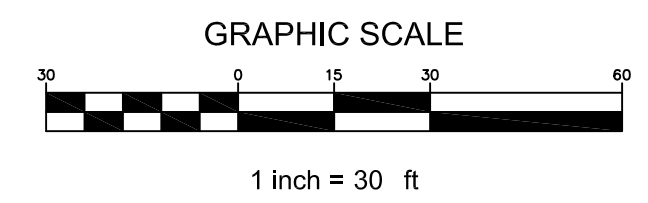
- NOTES:
1. EXISTING CONDITIONS BASED ON SURVEY BY CAPITOL SURVEY ENTERPRISES.
 2. DISTURBED AREA = 2.80 ACRES
 3. STORM WATER MANAGEMENT MEETING ALL THE REQUIREMENTS OF THE CITY AND NR 151 WILL BE PROVIDED BY AN EXISTING STORM WATER POND LOCATED ON THE EAST SIDE OF THE PROPERTY.
 4. ALL CONSTRUCTION MATERIALS TO BE STORED ON-SITE.
 5. ALL PROPOSED SPOT GRADES ALONG THE CURB ARE AT THE FLANGE LINE. ALL PROPOSED SPOT GRADES ALONG THE FACE OF A RAISED WALK ARE AT THE BOTTOM OF WALK (ASPH.) UNLESS OTHERWISE NOTED.

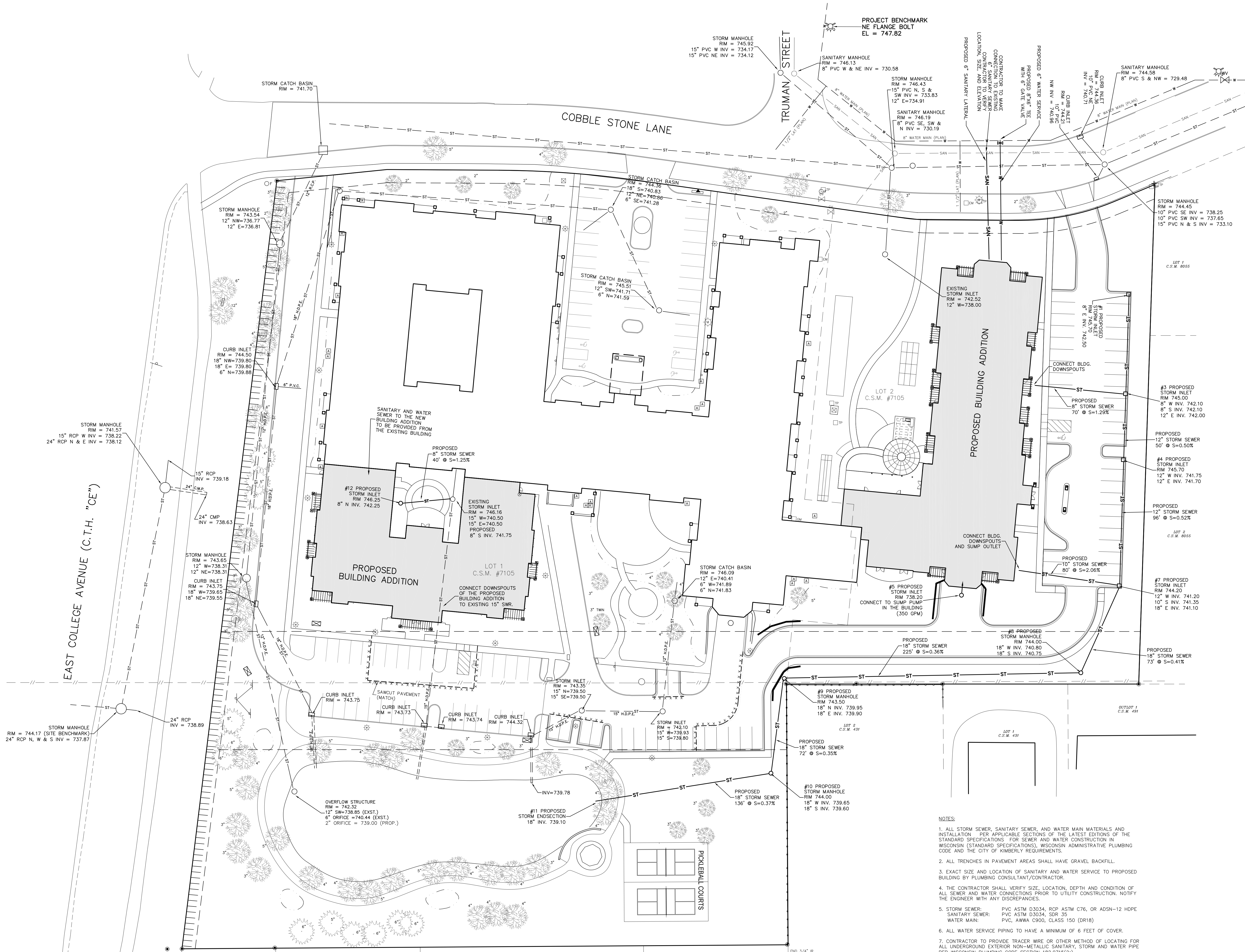
CJE NO.: 1525-02RI
SEPTEMBER 3, 2024

www.DiggersHotline.com
DIGGERS HOTLINE
DIAL 811 OR (800) 242-8511

LEGEND

---190---	EXISTING CONTOUR
---190---	PROPOSED CONTOUR
x-189.5	PROPOSED GRADE
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	PROPOSED SAWCUT LINES





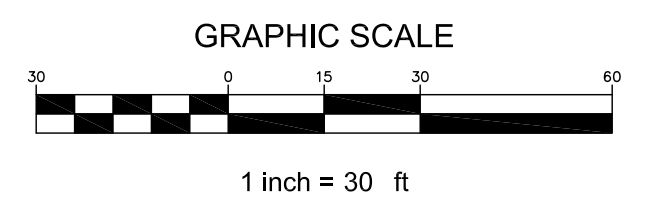
- NOTES:
1. ALL STORM SEWER, SANITARY SEWER, AND WATER MAIN MATERIALS AND INSTALLATION PER APPLICABLE SECTIONS OF THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (STANDARD SPECIFICATIONS), WISCONSIN ADMINISTRATIVE PLUMBING CODE AND THE CITY OF KIMBERLY REQUIREMENTS.
 2. ALL TRENCHES IN PAVEMENT AREAS SHALL HAVE GRAVEL BACKFILL.
 3. EXACT SIZE AND LOCATION OF SANITARY AND WATER SERVICE TO PROPOSED BUILDING BY PLUMBING CONSULTANT/CONTRACTOR.
 4. THE CONTRACTOR SHALL VERIFY SIZE, LOCATION, DEPTH AND CONDITION OF ALL SEWER AND WATER CONNECTIONS PRIOR TO UTILITY CONSTRUCTION. NOTIFY THE ENGINEER WITH ANY DISCREPANCIES.
 5. STORM SEWER: PVC ASTM D3034, RCP ASTM C76, OR ADSN-12 HDPE
SANITARY SEWER: PVC ASTM D3034, SDR 35
WATER MAIN: PVC, AWWA C900, CLASS 150 (DR18)
 6. ALL WATER SERVICE PIPING TO HAVE A MINIMUM OF 6 FEET OF COVER.
 7. CONTRACTOR TO PROVIDE TRACER WIRE OR OTHER METHOD OF LOCATING FOR ALL UNDERGROUND EXTERIOR NON-METALLIC SANITARY, STORM AND WATER PIPE PER WISCONSIN PLUMBING CODE SECTION 182.0715(2).

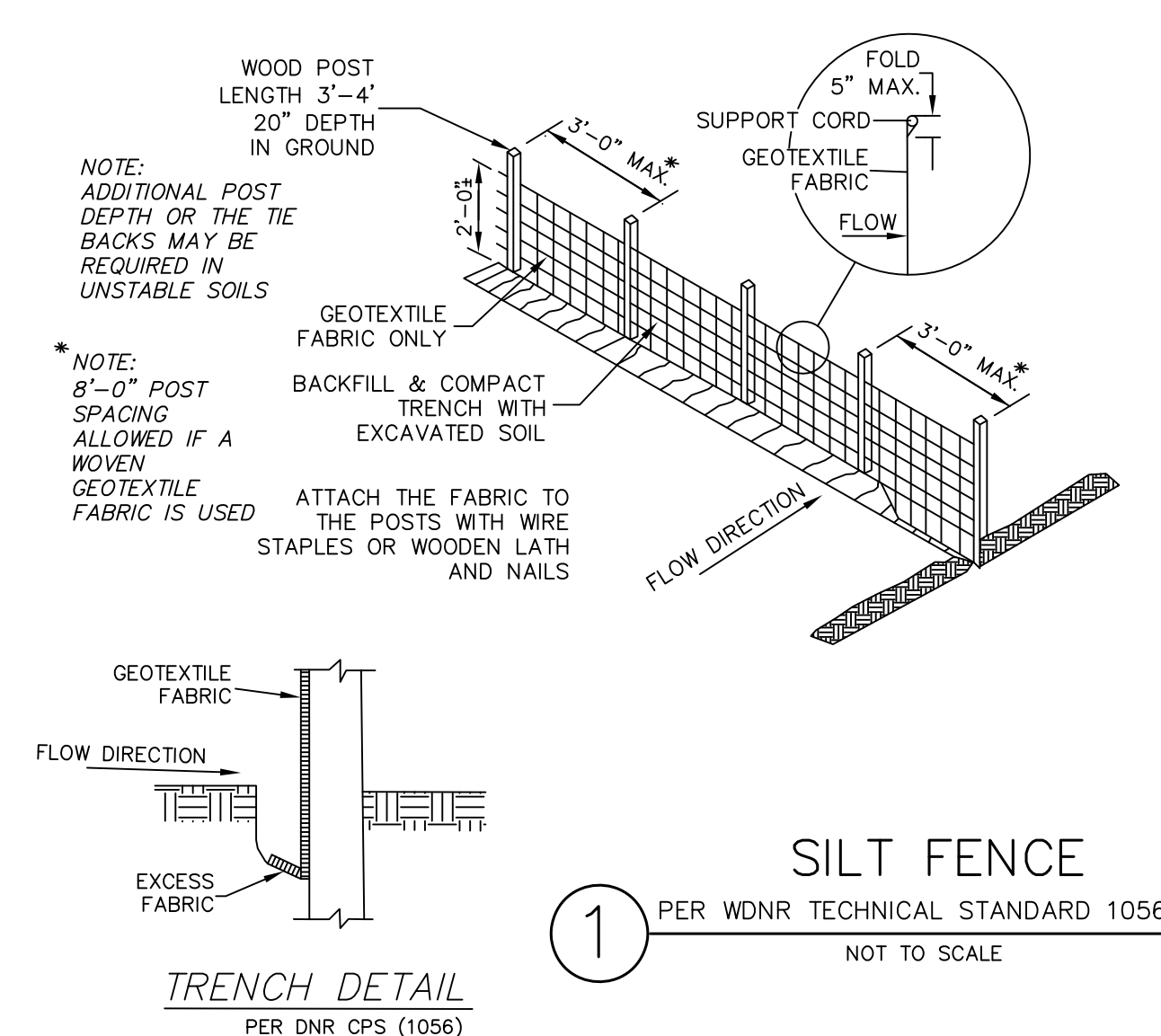
CJE NO.: 1525-02RI
SEPTEMBER 03, 2024



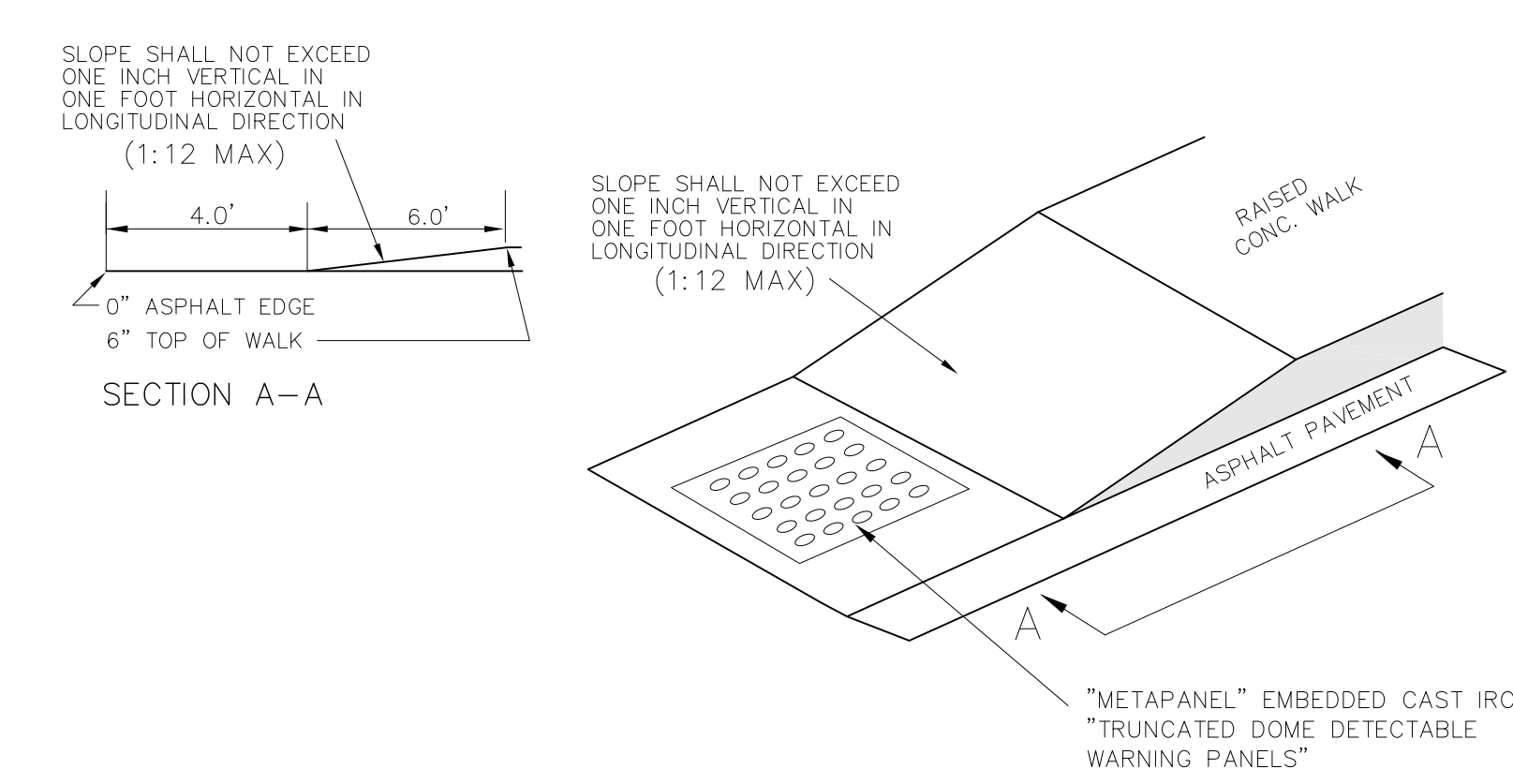
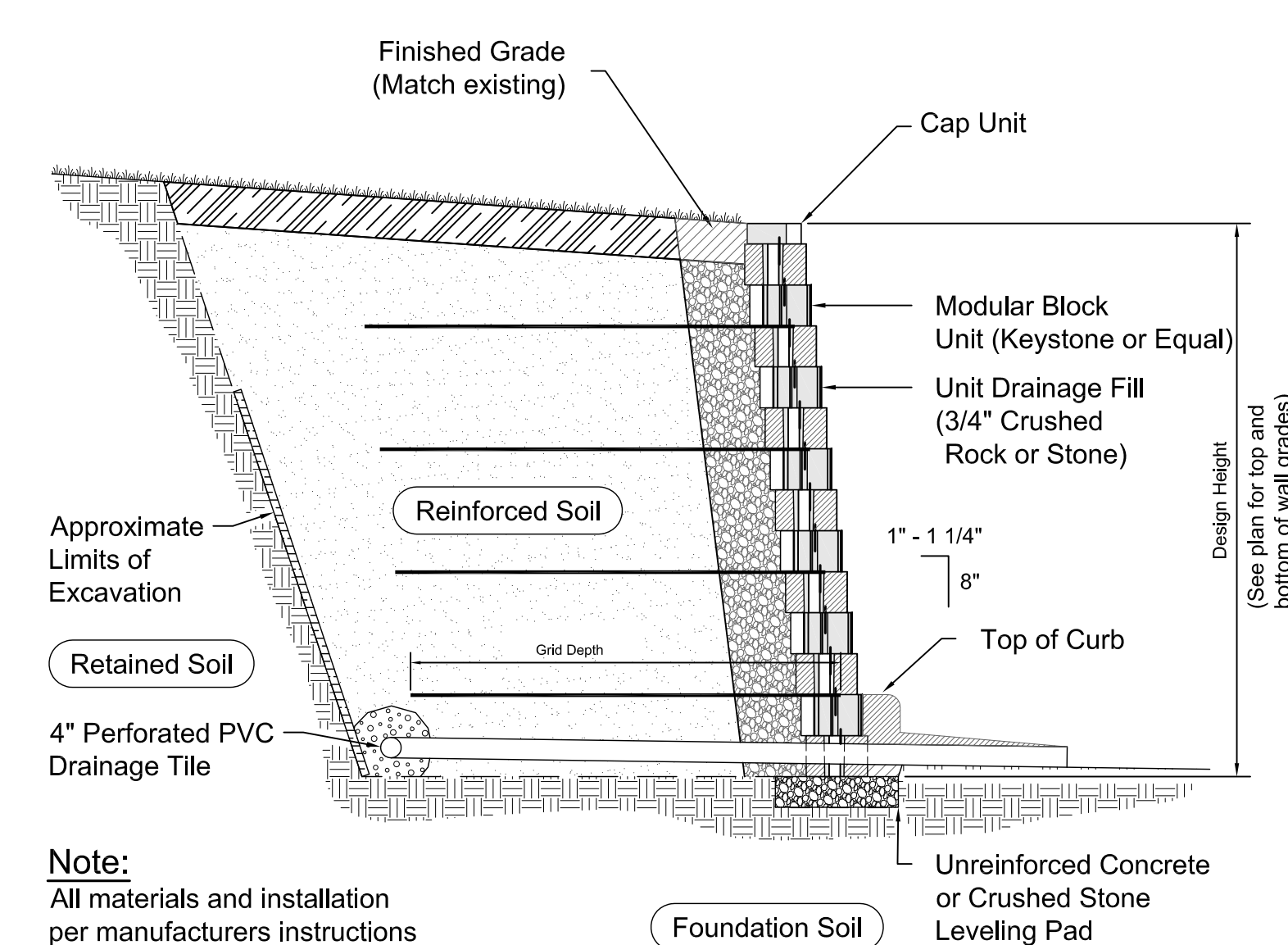
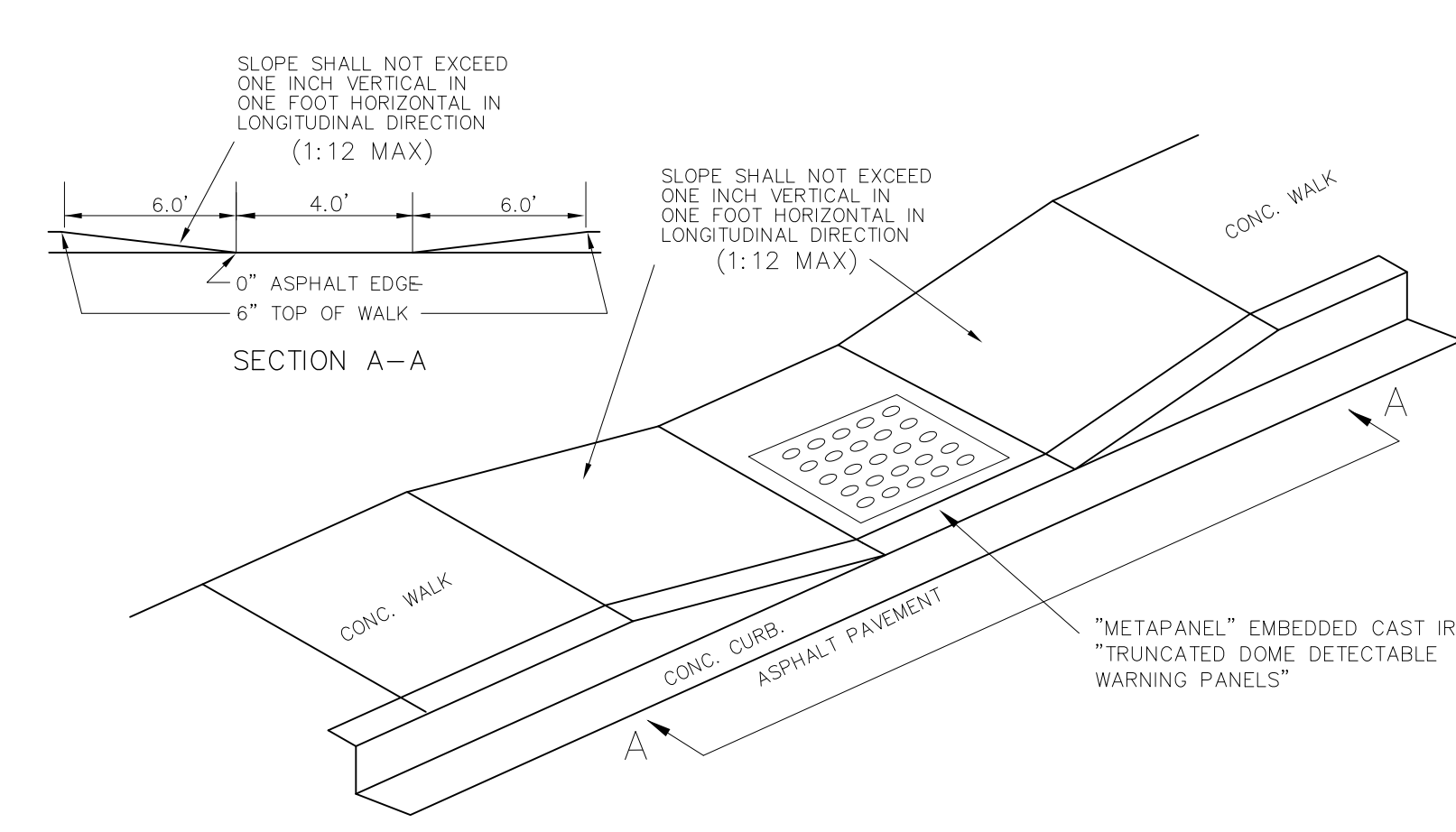
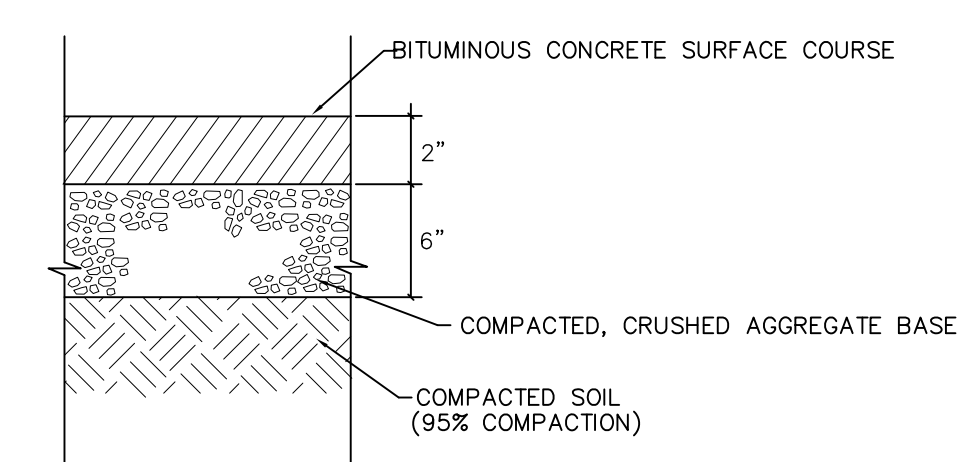
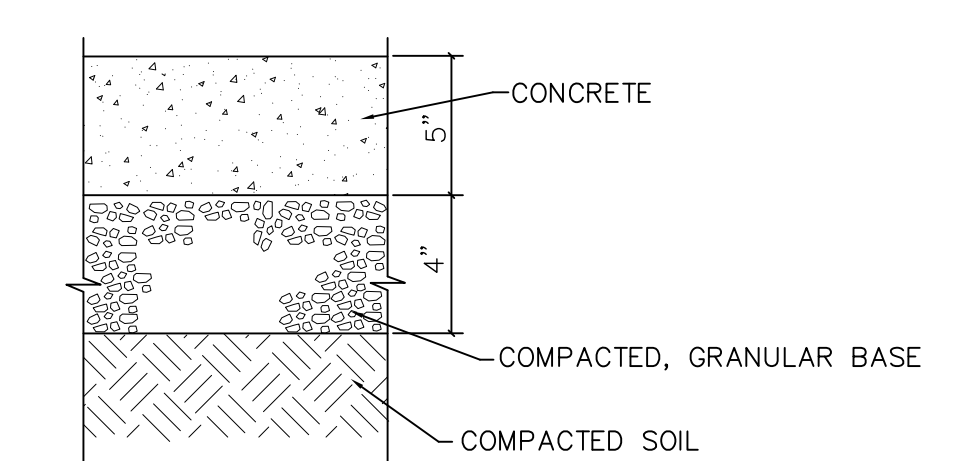
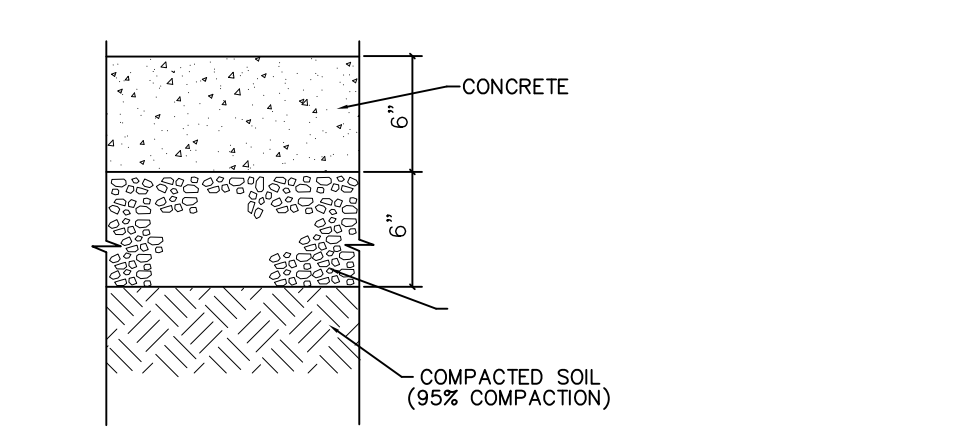
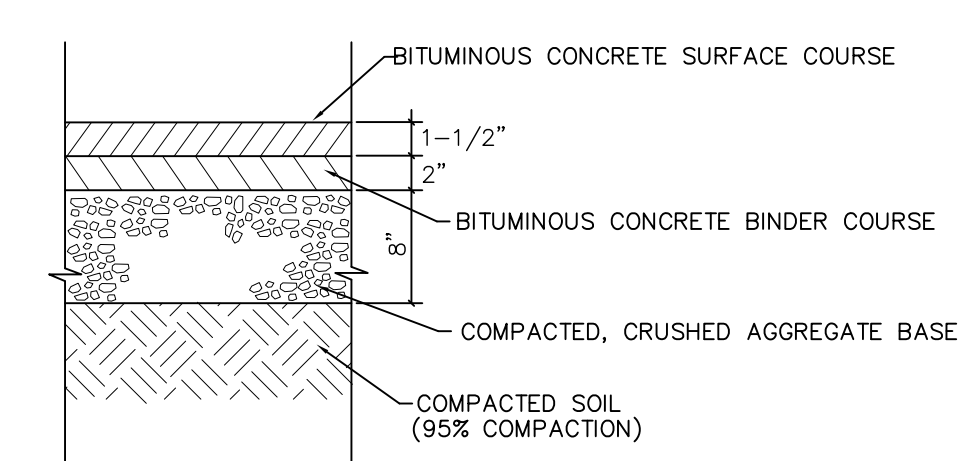
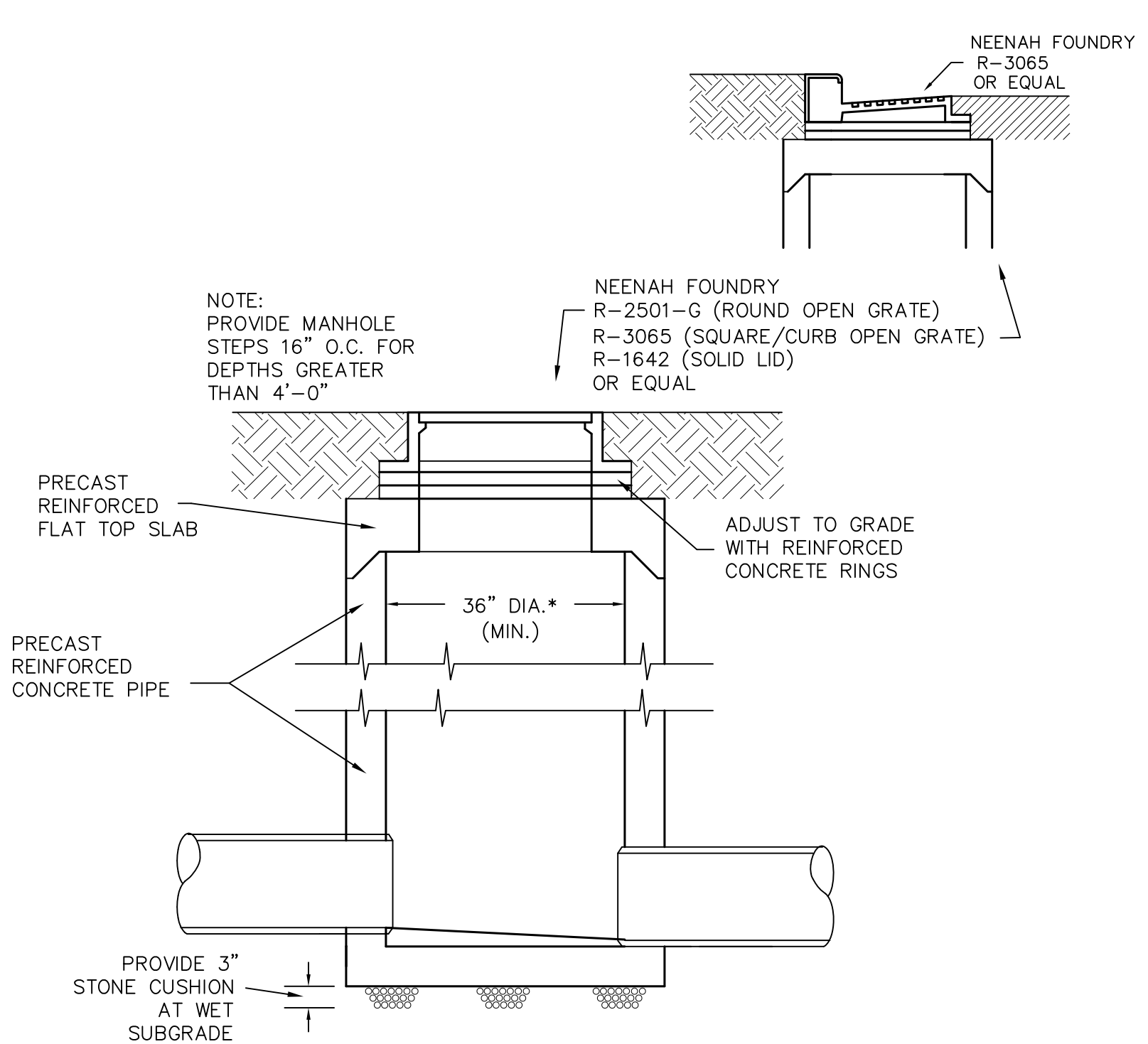
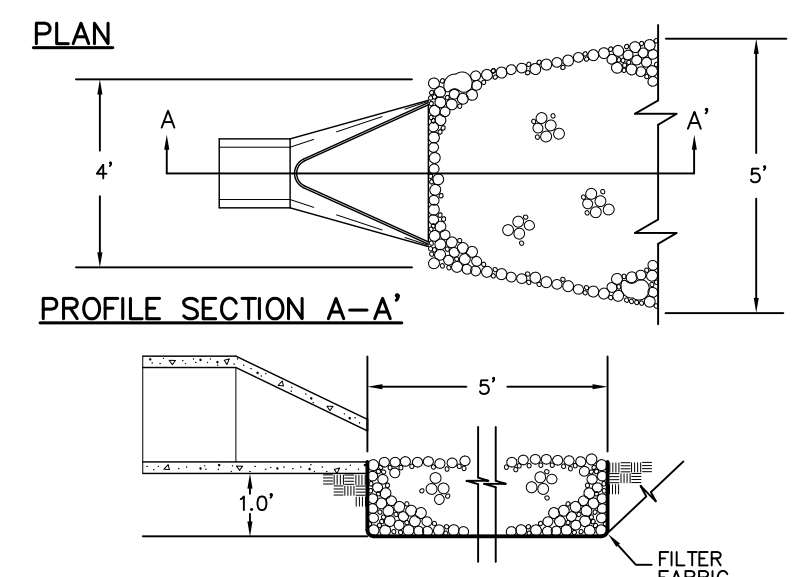
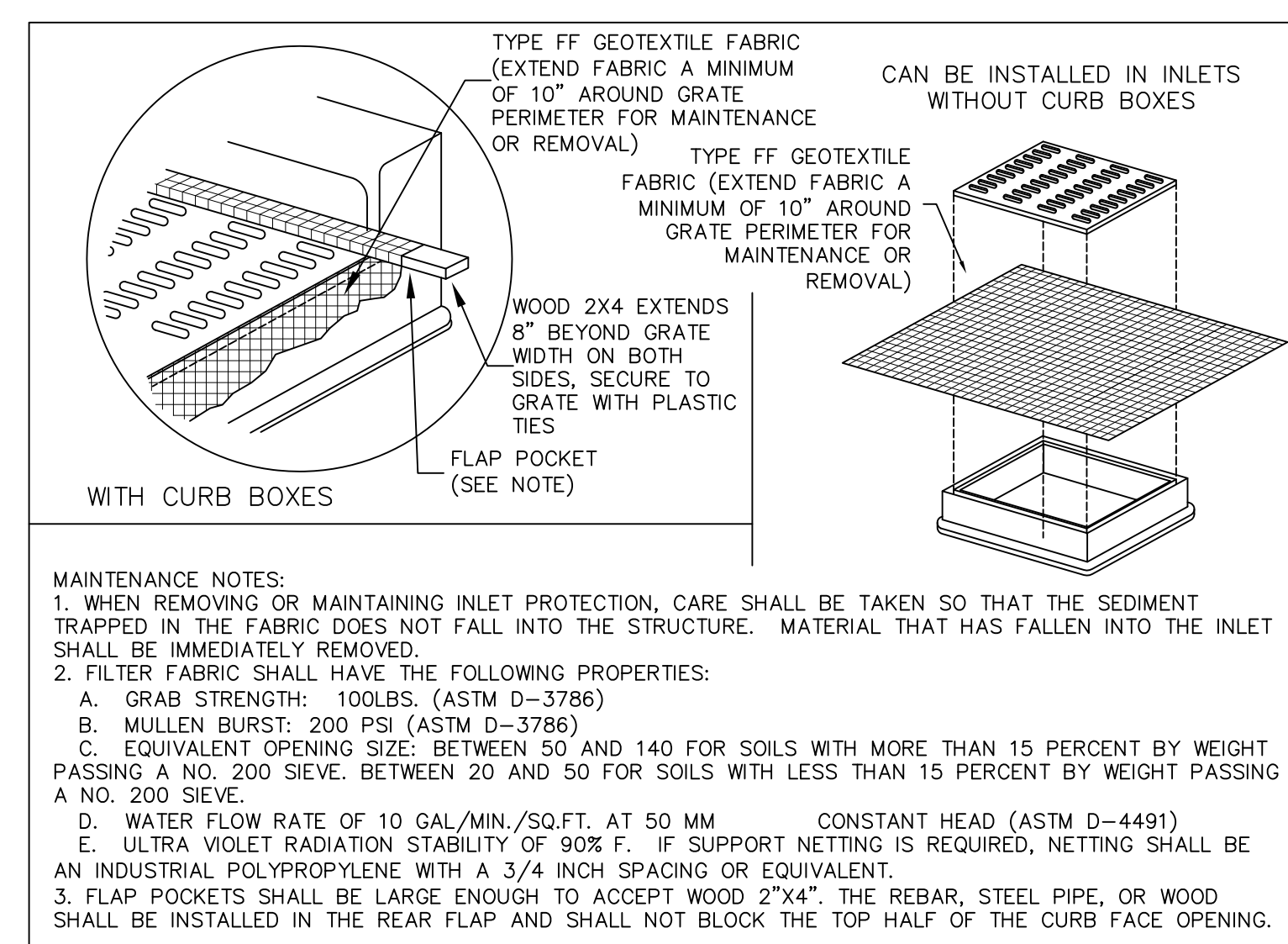
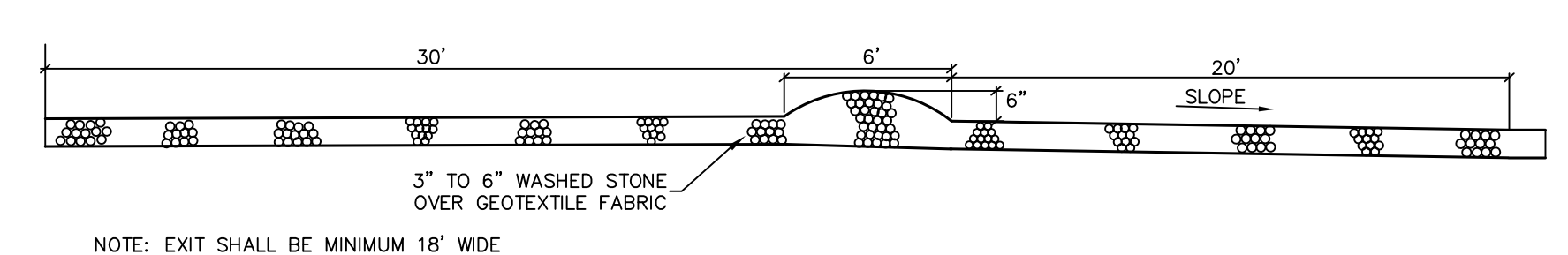
LEGEND

---	ST	EXISTING STORM SEWER
---	ST	PROPOSED STORM SEWER
---	SAN	EXISTING SANITARY SEWER
---	SAN	PROPOSED SANITARY SEWER
---	W	EXISTING WATER MAIN
---	W	PROPOSED WATER MAIN
---	G	BURIED GAS MAIN
---	OH	OVER HEAD WIRE
---	E	BURIED ELECTRIC





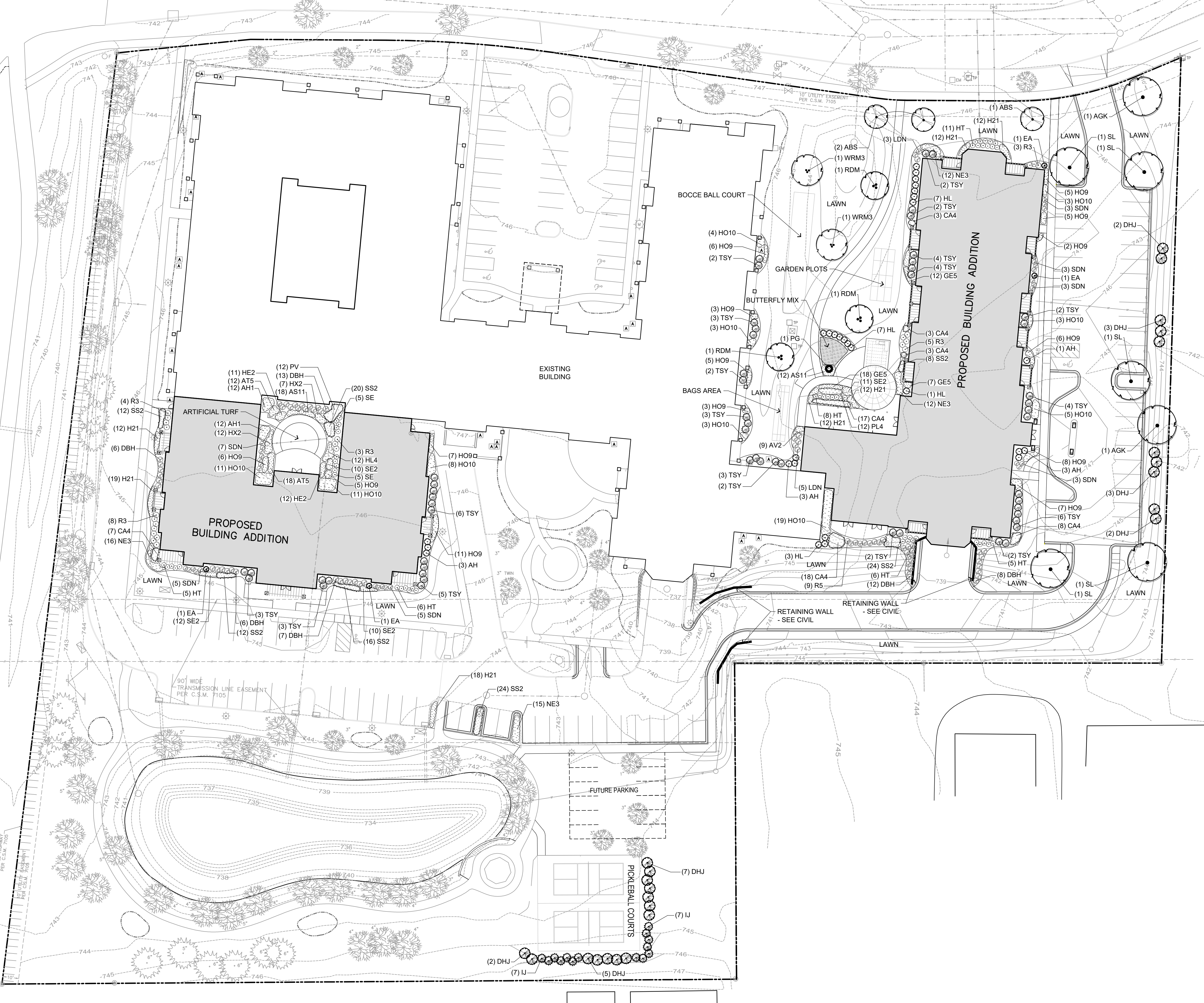
- CONSTRUCTION SPECIFICATIONS**
PER DNR CPS (1056)
1. CONSTRUCTION SILT FENCE AROUND THE DISTURBED AREAS AS SHOWN ON EROSION CONTROL PLAN, TO PREVENT SEDIMENT FROM BEING WASHED INTO THE DRAINAGE SYSTEM
 2. LOCATE POSTS PER DNR CPS (1056)
 3. WHEN JOINTS ARE NECESSARY REFER TO DNR CPS (1056)
 4. FILTER FABRIC TO BE OF NYLON, POLYESTER, PROPYLENE OR ETHYLENE YARN WITH EXTRA STRENGTH - 50 LB/LIN. IN. (MIN.) - AND WITH A FLOW RATE OF AT LEAST 0.3 GAL./SQ. FT./MIN. FABRIC SHOULD CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS.
 5. THE FILTER FABRIC SHALL BE ANCHORED BY SPREADING AT LEAST 8 INCHES OF FABRIC IN A 4' X 6' TRENCH.
 6. THE FILTER FABRIC SHALL BE STAPLED AND/OR NAILED TO THE UPSLOPE SIDE OF THE POSTS.
 7. POST TO BE 1 1/8" X 1 1/8" HICKORY OR OAK, 3 FEET LONG, SPACED A MAXIMUM OF 3 FEET APART.
 8. USE WIRE REINFORCEMENT IN UNSTABILIZED MINOR SWALES, DITCHES AND DIVERSIONS.
 9. USE WISDOT APPROVED SILT FENCE



EAST COLLEGE AVENUE (C.T.H. "CE")

COBBLE STONE LANE

TRUMAN

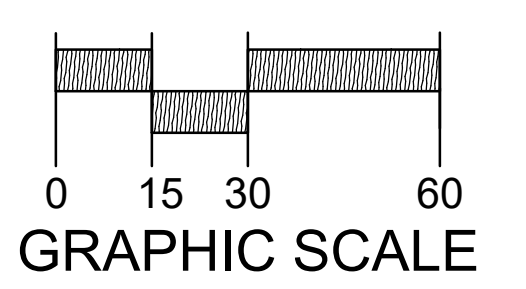
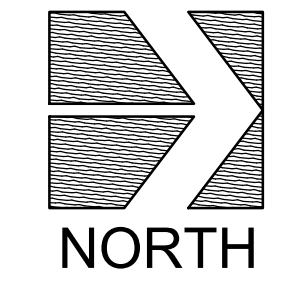


PLANT SCHEDULE

CODE	QTY	COMMON NAME	BOTANICAL NAME	INSTALLED SIZE	ROOT	SPACING
EVERGREEN TREES						
IJ	14	Low Juniper	Juniperus chinensis 'Iowa'	5' HT	B&B	Spacing as shown
DHJ	24	Hill Dundee Juniper	Juniperus virginiana 'Hilli'	6' HT	B&B	Spacing as shown
EA	4	Emerald Arborvitae	Thuja occidentalis 'Smaragd'	5' HT	B&B	Spacing as shown
SHADE TREES						
AGK	2	Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold' TM	2 1/2" CAL	B&B	Spacing as shown
SL	5	Skyline Honey Locust	Gleditsia tricanthos 'Skyote'	2 1/2" CAL	B&B	Spacing as shown
ORNAMENTAL TREES						
ABS	3	Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	2' CAL	B&B	Spacing as shown
WRM3	2	Wisconsin Red Muscadine	Carpinus canadensis 'Wisconsin Red'	7' HT	B&B	Spacing as shown
RDM	3	Eastern Redbud	Cercis canadensis	7' HT	B&B	Spacing as shown
DECIDUOUS SHRUBS						
SDN	29	Nikko Slender Deutzia	Deutzia gracilis 'Nikko'	15' HT	CONT	Spacing as shown
DBH	52	Dwarf Bush Honeysuckle	Dierilla lonicera	15' HT	CONT	Spacing as shown
AH	10	Annabelle Smooth Hydrangea	Hydrangea arborescens 'Annabelle'	18" HT	CONT	Spacing as shown
HT	41	Fire Light Tidal® Hydrangea	Hydrangea paniculata 'SMMHPK'	15" HT	CONT	Spacing as shown
HL	18	Little Quick Fire® Hydrangea	Hydrangea paniculata 'SMMPLQF'	18" HT	CONT	Spacing as shown
LDN	8	Little Devil™ Ninebark	Physocarpus opulifolius 'Donna May'	24" HT	CONT	Spacing as shown
RS	9	Pink Knock Out® Rose	Rosa x 'Radon'	15" HT	CONT	Spacing as shown
R3	23	Double Knock Out® Red Rose	Rosa x 'Radtk'	15" HT	CONT	Spacing as shown
SE	10	Baby Kim® Dwarf Lilac	Syringa x 'SMSGDTP'	15" HT	CONT	Spacing as shown
EVERGREEN SHRUBS						
PG	1	Dwarf Globe Blue Spruce	Picea pungens 'Gibbosa'	24"		
TSY	56	Tauton Yew	Taxus x media 'Tauton'	18" HT	B&B	Spacing as shown
ORNAMENTAL GRASSES						
CA4	59	Karl Foerster Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	1 GAL	CONT	24" Spacing
PV	12	Ruby Ribbon® Switch Grass	Panicum virgatum 'RR1'	1 GAL	CONT	30" Spacing
SS2	116	The Blues Little Bluestem	Schizachyrium scoparium 'The Blues'	1 GAL	CONT	18" Spacing
FERNS						
AH1	24	Lady Fern	Athyrium filix-femina	1 GAL	POT	24" Spacing
PERENNIALS						
AS11	30	Summer Beauty Ornamental Onion	Allium x 'Summer Beauty'	1 GAL	POT	18" Spacing
AV2	9	Vibrant Dome New England Aster	Aster novae-angliae 'Vibrant Dome'	1 GAL	POT	18" Spacing
AT5	30	Fanal Astilbe	Astilbe x arendsi 'Fanal'	1 GAL	POT	18" Spacing
GE5	37	Ballerina Cerasiell	Geranium cinereum 'Ballerina'	1 GAL	POT	18" Spacing
H21	109	Stella de Oro Daylily	Hemerocallis x 'Stella de Oro'	1 GAL	POT	18" Spacing
HE2	23	Palace Purple Coral Bells	Heuchera micrantha 'Palace Purple'	1 GAL	POT	15" Spacing
HX2	19	Dolce® Cherry Truffles Coral Bells	Heuchera x 'Cherry Truffles'	1 GAL	POT	24" Spacing
HL4	12	Mega Caramel Coral Bells	Heuchera x 'Mega Caramel'	1 GAL	POT	24" Spacing
HO9	79	Blue Caramel Hosta	Hosta x 'Blue Caramel'	1 GAL	POT	24" Spacing
HO10	70	Guacamole Hosta	Hosta x 'Guacamole'	1 GAL	POT	24" Spacing
NE3	55	Walkers Low Catmint	Nepeta x 'fassenii' 'Walkers Low'	1 GAL	POT	24" Spacing
PL4	12	Denim 'n Lace Russian Sage	Perovskia atriplicifolia 'Denim 'n Lace'	1 GAL	POT	24" Spacing
SE2	43	Autumn Fire Sedum	Sedum spectabile 'Autumn Fire'	1 GAL	POT	18" Spacing

BUTTERFLY MIX 218 sf

Achillea millefolium 'Paprika' / Paprika 'Yarrow	9	1 GAL POT
Aster novae-angliae 'Purple Dome' / Purple Dome New England Aster	9	1 GAL POT
Echinacea purpurea 'Kim's Knee High' TM / Kim's Knee High Purple Coneflower	9	1 GAL POT
Eupatorium dubium 'Little Joe' / Little Joe Joe-Pye Weed	9	1 GAL POT
Nepeta x fassenii 'Blue Wonder' / Blue Wonder Catmint	9	1 GAL POT
Perovskia atriplicifolia 'Denim 'n Lace' / Denim 'n Lace Russian Sage	5	1 GAL POT
Agastache foeniculum / Blue Giant Hyssop	9	1 GAL POT
Echinacea x 'Big Sky Sunrise' / Big Sky Sunrise Coneflower	9	1 GAL POT
Moranda x 'Raspberry Wine' / Raspberry Wine Bee Balm	9	1 GAL POT
Moranda x 'Raspberry Wine' / Raspberry Wine Bee Balm	9	1 GAL POT
Rudbeckia hirta 'Cherokee Sunset' / Cherokee Sunset Black-eyed Susan	6	1 GAL POT



Know what's below. Call before you dig.

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MSP-KIMBERLY - PHASE 2

SITE LANDSCAPE PLAN

16745 W. Blumound Road
Brookfield, WI 53005-5938
(262) 781-1000
rosmith.com

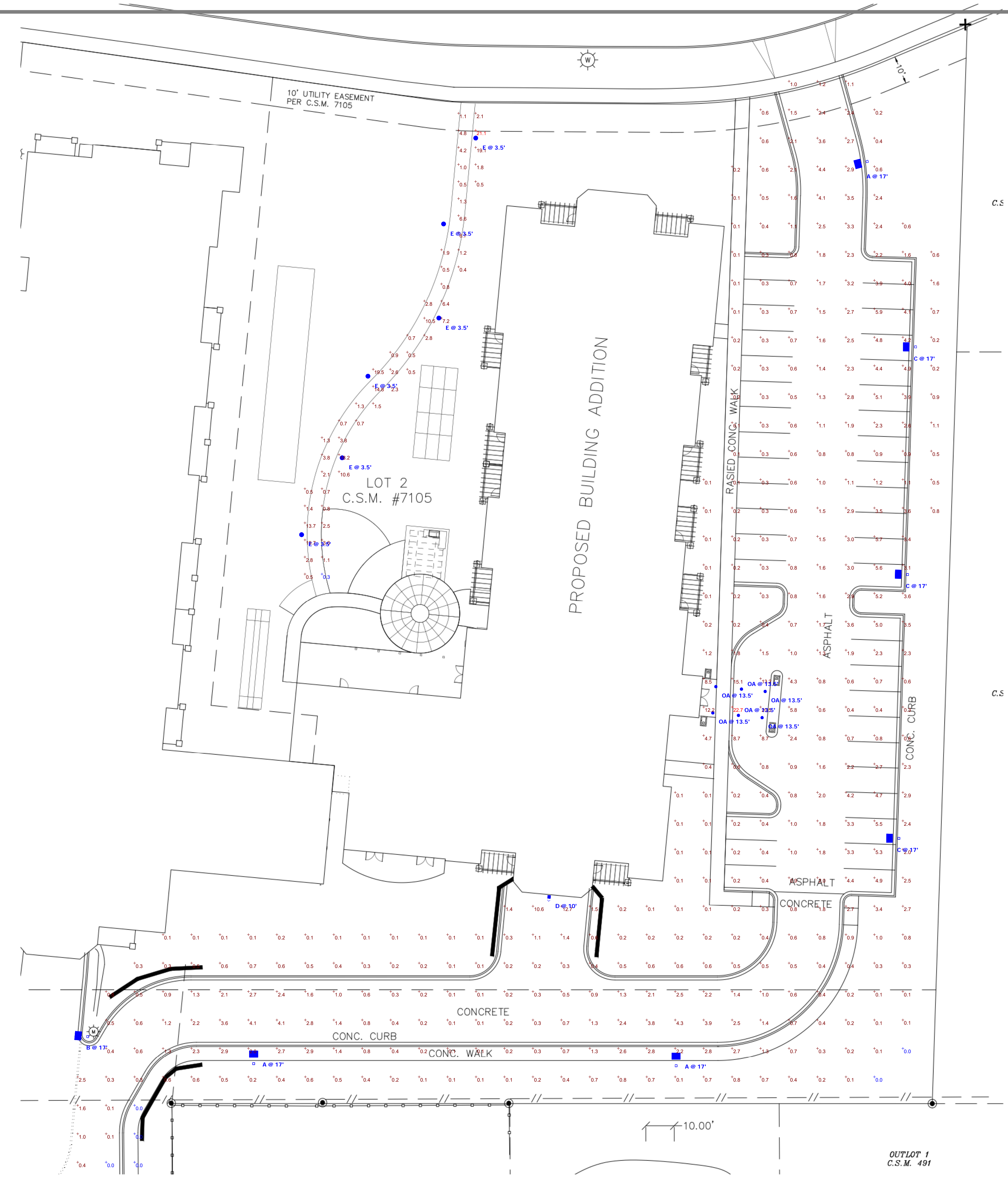


Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

DESCRIPTION

DATE

© COPYRIGHT 2024
R.A. Smith, Inc.
DATE: 09/03/24
SCALE: 1" = 30'
JOB NO. 3240181
PROJECT MANAGER:
ROB WILLIAMS
DESIGNED BY: REW
CHECKED BY: REW
SHEET NUMBER
L100



Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lumens Per Lamp	Light Loss Factor	Wattage
□	A	3	Cree Lighting	ARE-EDG-3MB-DA-08-E-UL-BZ-350mA	Edited from Type III Medium w/ BLS, 80 LEDs, 525mA, 5700K	7074	1	90
□	B	1	Cree Lighting	ARE-EDG-3MB-DA-08-E-UL-BZ-350mA	Edited from Type III Medium w/ BLS, 80 LEDs, 525mA, 5700K	7074	1	90
□	C	3	Cree Lighting	ARE-EDG-4MB-DA-10-E-UL-BZ-350mA	Edited from Type IV w/ BLS, 100 LEDs, 525mA, 5700K	9475	1	110
□	D	1	RAB Lighting Inc.	SLIM18W/4000K	WALL PACK	3343	1	22.2
○	OA	6	RP LIGHTING	8122H-30-30-8651HZ	RR63030W_FRK6-30-3-0	2233	1	32.3
○	E	6	RAB Lighting Inc.	B17D 19W 4000K	LED BOLLARD	2812	1	17.9321

Note
 FC MEASURED AT GRADE.
 15' POLE ON A 2' BASE.
 TYPE B IS AN EXISTING FIXTURE.

THE EDGE® Series

LED Area/Flood Luminaire

TYPE A

Rev. Date: V14 06/24/2024

Product Description

THE EDGE® Series has a slim, low profile design. Its rugged cast aluminum housing minimizes wind load requirements and features an integral, weathertight LED driver compartment and high performance aluminum heat sinks. Various mounting choices: Adjustable Arm, Direct Arm, Direct Arm Long, or Side Arm (details on page 2). Includes a leaf/debris guard.

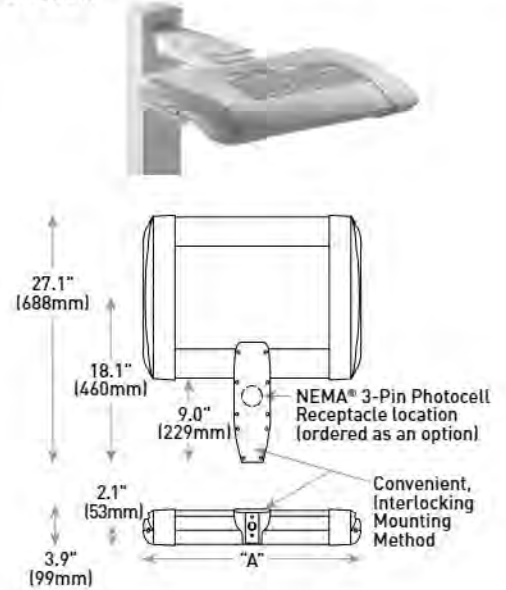
Applications: Parking lots, walkways, campuses, car dealerships, office complexes, and internal roadways

Performance Summary

- Patented NanoOptic® Product Technology
- Assembled in the USA by Cree Lighting from US and imported parts
- Initial Delivered Lumens:** Up to 33,946 lumens
- Input Power:** 19 - 263 Watts
- CRI:** Minimum 70 CRI (4000K & 5700K); 80 CRI (3000K); 90 CRI (5000K)
- CCT:** Turtle Friendly Amber, 3000K (+/- 300K), 4000K (+/- 300K), 5000K (+/- 500K), **5700K (+/- 500K) standard**
- Limited Warranty*:** 10 years for Luminaire/10 years for Colorfast DeltaGuard® finish/5 years for PML sensors/1 year on accessories

* See <https://www.creelighting.com/resources/warranties/> for warranty terms

DA Mount



Accessories

Field-Installed	
Bird Spikes XA-BRDSPK Hand-Held Remote XA-SENSREM - For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required	Backlight Control Shields XA-20BLS-4 - Four-pack - Unpainted stainless steel Shorting Cap XA-XLSHRT NEMA® 3-Pin Photocell C-ACC-A-PCCELL-NEMA3-LV - On/off functionality only - Available with UL voltage only

LED Count (x10)	Dim. "A"	Weight
02	12.1" (306mm)	21 lbs. (10kg)
04	12.1" (306mm)	24 lbs. (11kg)
06	14.1" (357mm)	27 lbs. (12kg)
08	16.1" (408mm)	28 lbs. (13kg)
10	18.1" (459mm)	32 lbs. (15kg)
12	20.1" (510mm)	34 lbs. (15kg)
14	22.1" (560mm)	37 lbs. (17kg)
16	24.1" (611mm)	41 lbs. (19kg)

AA/DL/SA Mount - see page 22 for weight & dimensions

Ordering Information

Example: ARE-EDG-2M-AA-12-E-UL-SV-350

Family	Optic	Mounting*	LED Count (x10)	Series	Voltage	Finish	Drive Current	Options									
ARE-EDG	2M Type II Medium 3MB Type III Medium 4MP Type IV Medium w/Partial BLS 5M Type V Medium 6M Type V Short 7M Type IV Medium w/Partial BLS 8M Type IV Medium w/Partial BLS 9M Type III Medium w/BLS 10M Type III Medium w/BLS 11M Type III Medium w/BLS 12M Type III Medium w/BLS 13M Type III Medium w/BLS 14M Type III Medium w/BLS 15M Type III Medium w/BLS 16M Type III Medium w/BLS	AA Adjustable Arm DA Direct Arm DL Direct Long Arm	02	E	UL Universal 120-277V UH Universal 347-480V	BK Black BZ Bronze SV Silver WH White	350 350mA 525 525mA 700 700mA 700mA - Available with 20-60 LEDs	DIM 0-10V Dimming - Control by others - Refer to Dimming spec sheet for details - Can't exceed specified drive current - Not available with PML options F Fuse - Compatible only with 120V, 277V or 347V (phase to neutral) - Consult factory if fusing is required for 208V, 240V or 480V (phase to phase) - Refer to PML spec sheet for availability with PML options - When code dictates fusing, use time delay fuse HL Hi/Low (Dual Circuit Input) - Refer to HL spec sheet for details - Sensor not included P Button Photocell - Refer to PML spec sheet for availability with PML options - Available with UL voltage only PML Programmable Multi-Level, 20-60' Mounting Height - Refer to PML spec sheet for details - Intended for downlight applications at 0° tilt									
			04						PML2 Programmable Multi-Level, 10-30' Mounting Height - Refer to PML spec sheet for details - Intended for downlight applications at 0° tilt R NEMA® 3-Pin Photocell Receptacle - 3-pin receptacle per ANSI C136.10 - Not available with SA mount - Intended for downlight applications with maximum 45° tilt - Requires photocell or shorting cap by others - Refer to PML spec sheet for availability with PML options 30K 3000K Color Temperature - Minimum 80 CRI - Color temperature per luminaire 40K 4000K Color Temperature - Minimum 70 CRI - Color temperature per luminaire 50K 5000K Color Temperature - Minimum 90 CRI - Color temperature per luminaire TRL Amber Turtle Friendly LEDs - Available only with 350mA - 600nm dominant wavelength - Additional shielding (by others) may be required for Florida Fish and Wildlife Conservation Commission compliance								
			06														
			08														
			10														
			12														
			14														
			16														
			FLD-EDG							25 Flood 40 Flood 70 Flood N6 NEMA® 6 SN Sign	AA Adjustable Arm SA Side Arm - Available with 20-60 LEDs						

* Reference EPA and pole configuration suitability data beginning on page 19



Website: creelighting.com
 US: (800) 236-6800 Canada: (800) 473-1234

CREE LIGHTING®

Product Specifications

CONSTRUCTION & MATERIALS

- Slim, low profile, minimizing wind load requirements
- Luminaire sides are rugged die cast aluminum with integral, weathertight LED driver compartment and high performance heat sinks
- DA and DL mount utilizes convenient interlocking mounting method. Mounting is rugged die cast aluminum, mounts to 3-6" (76-152mm) square or round pole and secures to pole with 5/16-18 UNC bolts spaced on 2" (51mm) centers
- AA and SA mounts are rugged die cast aluminum and mount to 2" (51mm) IP, 2.375" (60mm) O.D. tenons
- Includes leaf/debris guard
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Black, bronze, silver, and white are available
- **Weight:** See Dimensions and Weight Charts on pages 1 and 22

ELECTRICAL SYSTEM

- **Input Voltage:** 120-277V or 347-480V, 50/60Hz, Class 1 drivers
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- DA and DL mounts designed with integral weathertight electrical box with terminal strips (12Ga-20Ga) for easy power hookup
- Integral 10kV/5kA surge suppression protection standard
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current
- **Maximum 10V Source Current:** 20 LED (350mA): 10mA; 20 LED (525 & 700mA) and 40-80 LED: 0.15mA; 100-160 LED: 0.30mA

REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Enclosure rated IP66 per IEC 60529 when ordered without P or R options
- Consult factory for CE Certified products
- ANSI C136.2 10kV/5kA surge protection, tested in accordance with IEEE/ANSI C62.41.2
- Meets FCC Part 15, Subpart B, Class A limits for conducted and radiated emissions
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- RoHS compliant. Consult factory for additional details
- Assembled in the USA by Cree Lighting from US and imported parts
- Some configurations meet requirements of BAA and/or BABA. Consult factory when needed for a project: www.creelighting.com/BAA-BABA
- **CA RESIDENTS WARNING:** Cancer and Reproductive Harm – www.p65warnings.ca.gov

Electrical Data*								
LED Count (x10)	CCT	System Watts 120-480V	Total Current (A)					
			120V	208V	240V	277V	347V	480V
350mA								
02	30K/40K/50K/57K	25	0.21	0.13	0.11	0.10	0.08	0.07
	TRL	19	0.16	0.09	0.08	0.07	0.05	0.04
04	30K/40K/50K/57K	46	0.36	0.23	0.21	0.20	0.15	0.12
	TRL	35	0.29	0.17	0.15	0.13	0.10	0.07
06	30K/40K/50K/57K	66	0.52	0.31	0.28	0.26	0.20	0.15
	TRL	50	0.41	0.24	0.21	0.18	0.14	0.10
08	30K/40K/50K/57K	90	0.75	0.44	0.38	0.34	0.26	0.20
	TRL	68	0.57	0.33	0.28	0.25	0.20	0.14
10	30K/40K/50K/57K	110	0.92	0.53	0.47	0.41	0.32	0.24
	TRL	83	0.69	0.40	0.35	0.30	0.24	0.17
12	30K/40K/50K/57K	130	1.10	0.63	0.55	0.48	0.38	0.28
	TRL	99	0.82	0.48	0.41	0.36	0.28	0.21
14	30K/40K/50K/57K	158	1.32	0.77	0.68	0.62	0.47	0.35
	TRL	120	1.00	0.58	0.50	0.43	0.34	0.25
16	30K/40K/50K/57K	179	1.49	0.87	0.77	0.68	0.53	0.39
	TRL	136	1.13	0.65	0.57	0.49	0.39	0.28
525mA								
02	30K/40K/50K/57K	37	0.30	0.19	0.17	0.16	0.12	0.10
04	30K/40K/50K/57K	70	0.58	0.34	0.31	0.28	0.21	0.16
06	30K/40K/50K/57K	101	0.84	0.49	0.43	0.38	0.30	0.22
08	30K/40K/50K/57K	133	1.13	0.66	0.58	0.51	0.39	0.28
10	30K/40K/50K/57K	171	1.43	0.83	0.74	0.66	0.50	0.38
12	30K/40K/50K/57K	202	1.69	0.98	0.86	0.77	0.59	0.44
14	30K/40K/50K/57K	232	1.94	1.12	0.98	0.87	0.68	0.50
16	30K/40K/50K/57K	263	2.21	1.27	1.11	0.97	0.77	0.56
700mA								
02	30K/40K/50K/57K	50	0.41	0.25	0.22	0.20	0.15	0.12
04	30K/40K/50K/57K	93	0.78	0.46	0.40	0.36	0.27	0.20
06	30K/40K/50K/57K	134	1.14	0.65	0.57	0.50	0.39	0.29

* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 10% when operating between 120-277V or 347-480V +/- 10%

THE EDGE® Series Ambient Adjusted Lumen Maintenance ¹						
Ambient	CCT	Initial LMF	25K hr Reported ² LMF	50K hr Reported ² LMF	75K hr Reported ² / Estimated ³ LMF	100K hr Estimated ³ LMF
5°C (41°F)	30K/40K/50K/57K	1.04	1.03	1.03	1.03 ²	1.03
	TRL	1.06	1.06	1.06	1.06 ³	1.06
10°C (50°F)	30K/40K/50K/57K	1.03	1.02	1.02	1.02 ²	1.02
	TRL	1.04	1.04	1.04	1.04 ³	1.04
15°C (59°F)	30K/40K/50K/57K	1.02	1.01	1.01	1.01 ²	1.01
	TRL	1.03	1.03	1.03	1.03 ³	1.03
20°C (68°F)	30K/40K/50K/57K	1.01	0.99	0.99	0.99 ²	0.99
	TRL	1.01	1.01	1.01	1.01 ³	1.01
25°C (77°F)	30K/40K/50K/57K	1.00	0.98	0.98	0.98 ²	0.98
	TRL	1.00	1.00	1.00	1.00 ³	1.00

¹ Lumen maintenance values at 25°C (77°F) are calculated per IES TM-21 based on IES LM-80 report data for the LED package and in-situ luminaire testing. Luminaire ambient temperature factors (LATF) have been applied to all lumen maintenance factors. Please refer to the [Temperature Zone Reference Document](#) for outdoor average nighttime ambient conditions.

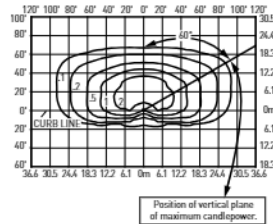
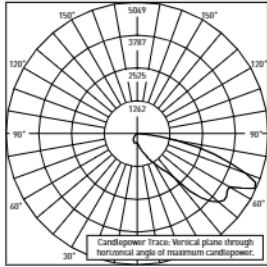
² In accordance with IES TM-21, Reported values represent interpolated values based on time durations that are up to 6x the tested duration in the IES LM-80 report for the LED.

³ Estimated values are calculated and represent time durations that exceed the 6x test duration of the LED.

Photometry

All published luminaire photometric testing performed to IES LM-79 standards. To obtain an IES file specific to your project consult: <http://creelighting.com/products/outdoor/area/cree-edge-series-1>

3MB









RESTL Test Report #: PL10023-001B
 ARE-EDG-3MB-**-06-E-UL-525-40K
 Initial Delivered Lumens: 7,602

ARE-EDG-3MB-**-10-E-UL-525-40K
 Mounting Height: 25' (7.6m) A.F.G.
 Initial Delivered Lumens: 12,275
 Initial FC at grade

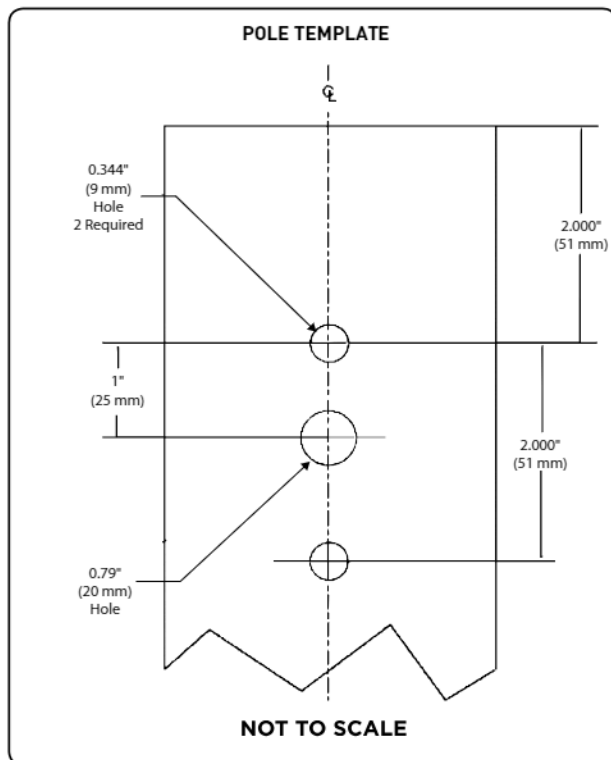
Type III Medium Distribution w/BLS										
LED Count (x10)	3000K		4000K		5000K		5700K		TRL	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20
350mA										
02	1,453	B0 U0 G1	1,754	B0 U0 G1	1,334	B0 U0 G1	1,789	B0 U0 G1	572	B0 U0 G0
04	2,906	B0 U0 G1	3,508	B1 U0 G1	2,667	B0 U0 G1	3,578	B1 U0 G1	1,145	B0 U0 G1
06	4,309	B1 U0 G1	5,202	B1 U0 G1	3,955	B1 U0 G1	5,305	B1 U0 G1	1,698	B0 U0 G1
08	5,745	B1 U0 G2	6,936	B1 U0 G2	5,273	B1 U0 G1	7,074	B1 U0 G2	2,264	B0 U0 G1
10	7,164	B1 U0 G2	8,650	B1 U0 G2	6,576	B1 U0 G2	8,821	B1 U0 G2	2,823	B0 U0 G1
12	8,597	B1 U0 G2	10,380	B1 U0 G2	7,891	B1 U0 G2	10,585	B1 U0 G2	3,387	B1 U0 G1
14	9,966	B1 U0 G2	12,033	B1 U0 G2	9,148	B1 U0 G2	12,272	B1 U0 G2	3,927	B1 U0 G1
16	11,390	B1 U0 G2	13,752	B2 U0 G3	10,455	B1 U0 G2	14,025	B2 U0 G3	4,488	B1 U0 G1
525mA										
02	2,064	B0 U0 G1	2,489	B0 U0 G1	1,895	B0 U0 G1	2,542	B0 U0 G1		N/A
04	4,128	B1 U0 G1	4,979	B1 U0 G1	3,789	B1 U0 G1	5,083	B1 U0 G1		N/A
06	6,121	B1 U0 G2	7,383	B1 U0 G2	5,619	B1 U0 G2	7,538	B1 U0 G2		N/A
08	8,162	B1 U0 G2	9,844	B1 U0 G2	7,492	B1 U0 G2	10,050	B1 U0 G2		N/A
10	10,178	B1 U0 G2	12,275	B1 U0 G2	9,342	B1 U0 G2	12,532	B1 U0 G2		N/A
12	12,213	B1 U0 G2	14,730	B2 U0 G3	11,211	B1 U0 G2	15,039	B2 U0 G3		N/A
14	14,159	B2 U0 G3	17,077	B2 U0 G3	12,996	B1 U0 G2	17,434	B2 U0 G3		N/A
16	16,181	B2 U0 G3	19,516	B2 U0 G3	14,853	B2 U0 G3	19,925	B2 U0 G3		N/A
700mA										
02	2,435	B0 U0 G1	2,938	B1 U0 G1	2,235	B0 U0 G1	2,998	B1 U0 G1		N/A
04	4,869	B1 U0 G1	5,876	B1 U0 G2	4,469	B1 U0 G1	5,996	B1 U0 G2		N/A
06	7,220	B1 U0 G2	8,714	B1 U0 G2	6,628	B1 U0 G2	8,891	B1 U0 G2		N/A

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens
 ** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>

Luminaire EPA

Fixed Arm Mount – ARE-EDG-DA						
LED Count (x10)	Single	2 @ 90°	2 @ 180°	3 @ 90°	3 @ 120°	4 @ 90°
						
02	0.60	0.87	1.20	1.47	1.47	1.75
04	0.60	0.87	1.20	1.47	1.47	1.75
06	0.60	0.92	1.20	1.51	1.51	1.83
08	0.60	0.96 N/A with 3" poles	1.20	1.55 N/A with 3" poles	1.55	1.91 N/A with 3" poles
10	0.60	1.00 N/A with 3" poles	1.20	1.60 N/A with 3" poles	1.60	2.00 N/A with 3" poles
12	0.60	1.04 N/A with 3" poles	1.20	1.64 N/A with 3" poles	1.64	2.08 N/A with 3" poles
14	0.60	1.08 N/A with 3" or 4" poles	1.20	1.68 N/A with 3" or 4" poles	1.68	2.16 N/A with 3" or 4" poles
16	0.60	1.12 N/A with 3" or 4" poles	1.20	1.72 N/A with 3" or 4" poles	1.72	2.24 N/A with 3" or 4" poles
Fixed Arm Mount – ARE-EDG-DL						
02	0.75	1.02	1.50	1.77	1.77	1.91
04	0.75	1.02	1.50	1.77	1.77	1.91
06	0.75	1.07	1.50	1.82	1.82	1.98
08	0.75	1.11	1.50	1.86	1.86	2.04
10	0.75	1.15	1.50	1.90	1.90	2.10
12	0.75	1.19	1.50	1.94	1.94	2.16
14	0.75	1.23	1.50	1.98	1.98	2.22
16	0.75	1.27	1.50	2.02	2.02	2.28

Fixture Mounting Drill Pattern for DA and DL Mounts



THE EDGE® Series

LED Area/Flood Luminaire

Product Description

THE EDGE® Series has a slim, low profile design. Its rugged cast aluminum housing minimizes wind load requirements and features an integral, weathertight LED driver compartment and high performance aluminum heat sinks. Various mounting choices: Adjustable Arm, Direct Arm, Direct Arm Long, or Side Arm (details on page 2). Includes a leaf/debris guard.

Applications: Parking lots, walkways, campuses, car dealerships, office complexes, and internal roadways

Performance Summary

Patented NanoOptic® Product Technology

Assembled in the USA by Cree Lighting from US and imported parts

Initial Delivered Lumens: Up to 33,946 lumens

Input Power: 19 - 263 Watts

CRI: Minimum 70 CRI (4000K & 5700K); 80 CRI (3000K); 90 CRI (5000K)

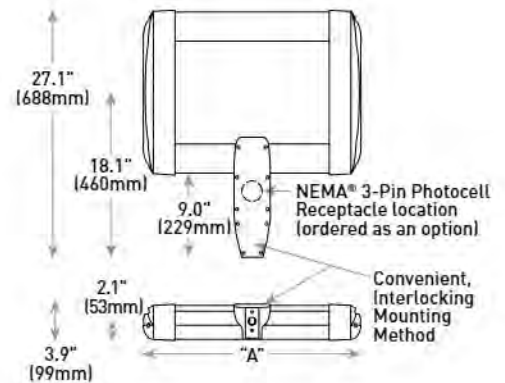
CCT: Turtle Friendly Amber, 3000K (+/- 300K), 4000K (+/- 300K), 5000K (+/- 500K), **5700K (+/- 500K) standard**

Limited Warranty*: 10 years for Luminaire/10 years for Colorfast DeltaGuard® finish/5 years for PML sensors/1 year on accessories

* See <https://www.creeighting.com/resources/warranties/> for warranty terms

TYPE B EXISTING FIXTURE

DA Mount



Accessories

Field-Installed	
Bird Spikes XA-BRDSPK Hand-Held Remote XA-SENSREM - For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required	Backlight Control Shields XA-20BLS-4 - Four-pack - Unpainted stainless steel Shorting Cap XA-XLSHRT NEMA® 3-Pin Photocell C-ACC-A-PCCELL-NEMA3-LV - On/off functionality only - Available with UL voltage only

LED Count (x10)	Dim. "A"	Weight
02	12.1" (306mm)	21 lbs. (10kg)
04	12.1" (306mm)	24 lbs. (11kg)
06	14.1" (357mm)	27 lbs. (12kg)
08	16.1" (408mm)	28 lbs. (13kg)
10	18.1" (459mm)	32 lbs. (15kg)
12	20.1" (510mm)	34 lbs. (15kg)
14	22.1" (560mm)	37 lbs. (17kg)
16	24.1" (611mm)	41 lbs. (19kg)

AA/DL/SA Mount - see page 22 for weight & dimensions

Ordering Information

Example: ARE-EDG-2M-AA-12-E-UL-SV-350

Family	Optic	Mounting*	LED Count (x10)	Series	Voltage	Finish	Drive Current	Options
ARE-EDG	2M Type II Medium 3MB Type III Medium w/BLS 4MP Type IV Medium w/Partial BLS 5M Type V Medium 6M Type V Short 7M Type IV Medium w/BLS 8M Type IV Medium w/Partial BLS 9M Type IV Medium w/BLS 10M Type III Medium w/BLS	AA Adjustable Arm DA Direct Arm DL Direct Long Arm	02 04 06 08 10 12 14 16	E	UL Universal 120-277V UH Universal 347-480V	BK Black BZ Bronze SV Silver WH White	350 350mA 525 525mA 700 700mA - Available with 20-60 LEDs	DIM 0-10V Dimming - Control by others - Refer to Dimming spec sheet for details - Can't exceed specified drive current - Not available with PML options F Fuse - Compatible only with 120V, 277V or 347V (phase to neutral) - Consult factory if fusing is required for 208V, 240V or 480V (phase to phase) - Refer to PML spec sheet for availability with PML options - When code dictates fusing, use time delay fuse HL Hi/Low (Dual Circuit Input) - Refer to HL spec sheet for details - Sensor not included P Button Photocell - Refer to PML spec sheet for availability with PML options - Available with UL voltage only PML Programmable Multi-Level, 20-60' Mounting Height - Refer to PML spec sheet for details - Intended for downlight applications at 0° tilt
FLD-EDG	25 Flood 40 Flood 70 Flood N6 NEMA® 6 SN Sign	AA Adjustable Arm SA Side Arm - Available with 20-60 LEDs						PML2 Programmable Multi-Level, 10-30' Mounting Height - Refer to PML spec sheet for details - Intended for downlight applications at 0° tilt R NEMA® 3-Pin Photocell Receptacle - 3-pin receptacle per ANSI C136.10 - Not available with SA mount - Intended for downlight applications with maximum 45° tilt - Requires photocell or shorting cap by others - Refer to PML spec sheet for availability with PML options 30K 3000K Color Temperature - Minimum 80 CRI - Color temperature per luminaire 40K 4000K Color Temperature - Minimum 70 CRI - Color temperature per luminaire 50K 5000K Color Temperature - Minimum 90 CRI - Color temperature per luminaire TRL Amber Turtle Friendly LEDs - Available only with 350mA - 600nm dominant wavelength - Additional shielding (by others) may be required for Florida Fish and Wildlife Conservation Commission compliance

* Reference EPA and pole configuration suitability data beginning on page 19



Website: creeighting.com

US: (800) 236-6800 Canada: (800) 473-1234

CREE LIGHTING®

Product Specifications

CONSTRUCTION & MATERIALS

- Slim, low profile, minimizing wind load requirements
- Luminaire sides are rugged die cast aluminum with integral, weathertight LED driver compartment and high performance heat sinks
- DA and DL mount utilizes convenient interlocking mounting method. Mounting is rugged die cast aluminum, mounts to 3-6" (76-152mm) square or round pole and secures to pole with 5/16-18 UNC bolts spaced on 2" (51mm) centers
- AA and SA mounts are rugged die cast aluminum and mount to 2" (51mm) IP, 2.375" (60mm) O.D. tenons
- Includes leaf/debris guard
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Black, bronze, silver, and white are available
- **Weight:** See Dimensions and Weight Charts on pages 1 and 22

ELECTRICAL SYSTEM

- **Input Voltage:** 120-277V or 347-480V, 50/60Hz, Class 1 drivers
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- DA and DL mounts designed with integral weathertight electrical box with terminal strips (12Ga-20Ga) for easy power hookup
- Integral 10kV/5kA surge suppression protection standard
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current
- **Maximum 10V Source Current:** 20 LED (350mA): 10mA; 20 LED (525 & 700mA) and 40-80 LED: 0.15mA; 100-160 LED: 0.30mA

REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Enclosure rated IP66 per IEC 60529 when ordered without P or R options
- Consult factory for CE Certified products
- ANSI C136.2 10kV/5kA surge protection, tested in accordance with IEEE/ANSI C62.41.2
- Meets FCC Part 15, Subpart B, Class A limits for conducted and radiated emissions
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- RoHS compliant. Consult factory for additional details
- Assembled in the USA by Cree Lighting from US and imported parts
- Some configurations meet requirements of BAA and/or BABA. Consult factory when needed for a project: www.creelighting.com/BAA-BABA
- **CA RESIDENTS WARNING:** Cancer and Reproductive Harm – www.p65warnings.ca.gov

Electrical Data*								
LED Count (x10)	CCT	System Watts 120-480V	Total Current (A)					
			120V	208V	240V	277V	347V	480V
350mA								
02	30K/40K/50K/57K	25	0.21	0.13	0.11	0.10	0.08	0.07
	TRL	19	0.16	0.09	0.08	0.07	0.05	0.04
04	30K/40K/50K/57K	46	0.36	0.23	0.21	0.20	0.15	0.12
	TRL	35	0.29	0.17	0.15	0.13	0.10	0.07
06	30K/40K/50K/57K	66	0.52	0.31	0.28	0.26	0.20	0.15
	TRL	50	0.41	0.24	0.21	0.18	0.14	0.10
08	30K/40K/50K/57K	90	0.75	0.44	0.38	0.34	0.26	0.20
	TRL	68	0.57	0.33	0.28	0.25	0.20	0.14
10	30K/40K/50K/57K	110	0.92	0.53	0.47	0.41	0.32	0.24
	TRL	83	0.69	0.40	0.35	0.30	0.24	0.17
12	30K/40K/50K/57K	130	1.10	0.63	0.55	0.48	0.38	0.28
	TRL	99	0.82	0.48	0.41	0.36	0.28	0.21
14	30K/40K/50K/57K	158	1.32	0.77	0.68	0.62	0.47	0.35
	TRL	120	1.00	0.58	0.50	0.43	0.34	0.25
16	30K/40K/50K/57K	179	1.49	0.87	0.77	0.68	0.53	0.39
	TRL	136	1.13	0.65	0.57	0.49	0.39	0.28
525mA								
02	30K/40K/50K/57K	37	0.30	0.19	0.17	0.16	0.12	0.10
04	30K/40K/50K/57K	70	0.58	0.34	0.31	0.28	0.21	0.16
06	30K/40K/50K/57K	101	0.84	0.49	0.43	0.38	0.30	0.22
08	30K/40K/50K/57K	133	1.13	0.66	0.58	0.51	0.39	0.28
10	30K/40K/50K/57K	171	1.43	0.83	0.74	0.66	0.50	0.38
12	30K/40K/50K/57K	202	1.69	0.98	0.86	0.77	0.59	0.44
14	30K/40K/50K/57K	232	1.94	1.12	0.98	0.87	0.68	0.50
16	30K/40K/50K/57K	263	2.21	1.27	1.11	0.97	0.77	0.56
700mA								
02	30K/40K/50K/57K	50	0.41	0.25	0.22	0.20	0.15	0.12
04	30K/40K/50K/57K	93	0.78	0.46	0.40	0.36	0.27	0.20
06	30K/40K/50K/57K	134	1.14	0.65	0.57	0.50	0.39	0.29

* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 10% when operating between 120-277V or 347-480V +/- 10%

THE EDGE® Series Ambient Adjusted Lumen Maintenance ¹						
Ambient	CCT	Initial LMF	25K hr Reported ² LMF	50K hr Reported ² LMF	75K hr Reported ² / Estimated ³ LMF	100K hr Estimated ³ LMF
5°C (41°F)	30K/40K/50K/57K	1.04	1.03	1.03	1.03 ²	1.03
	TRL	1.06	1.06	1.06	1.06 ³	1.06
10°C (50°F)	30K/40K/50K/57K	1.03	1.02	1.02	1.02 ²	1.02
	TRL	1.04	1.04	1.04	1.04 ³	1.04
15°C (59°F)	30K/40K/50K/57K	1.02	1.01	1.01	1.01 ²	1.01
	TRL	1.03	1.03	1.03	1.03 ³	1.03
20°C (68°F)	30K/40K/50K/57K	1.01	0.99	0.99	0.99 ²	0.99
	TRL	1.01	1.01	1.01	1.01 ³	1.01
25°C (77°F)	30K/40K/50K/57K	1.00	0.98	0.98	0.98 ²	0.98
	TRL	1.00	1.00	1.00	1.00 ³	1.00

¹ Lumen maintenance values at 25°C (77°F) are calculated per IES TM-21 based on IES LM-80 report data for the LED package and in-situ luminaire testing. Luminaire ambient temperature factors (LATF) have been applied to all lumen maintenance factors. Please refer to the [Temperature Zone Reference Document](#) for outdoor average nighttime ambient conditions.

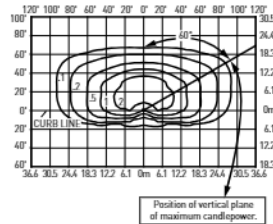
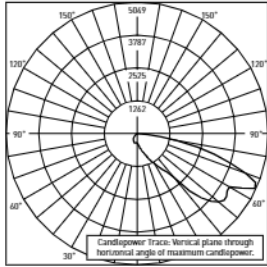
² In accordance with IES TM-21, Reported values represent interpolated values based on time durations that are up to 6x the tested duration in the IES LM-80 report for the LED.

³ Estimated values are calculated and represent time durations that exceed the 6x test duration of the LED.

Photometry

All published luminaire photometric testing performed to IES LM-79 standards. To obtain an IES file specific to your project consult: <http://creelighting.com/products/outdoor/area/cree-edge-series-1>

3MB









RESTL Test Report #: PL10023-001B
 ARE-EDG-3MB-**-06-E-UL-525-40K
 Initial Delivered Lumens: 7,602

ARE-EDG-3MB-**-10-E-UL-525-40K
 Mounting Height: 25' (7.6m) A.F.G.
 Initial Delivered Lumens: 12,275
 Initial FC at grade

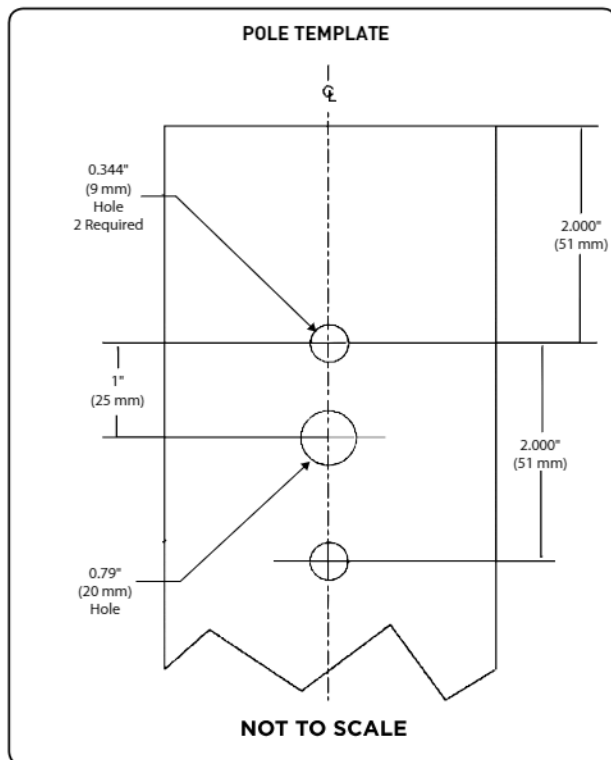
Type III Medium Distribution w/BLS										
LED Count (x10)	3000K		4000K		5000K		5700K		TRL	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20
350mA										
02	1,453	B0 U0 G1	1,754	B0 U0 G1	1,334	B0 U0 G1	1,789	B0 U0 G1	572	B0 U0 G0
04	2,906	B0 U0 G1	3,508	B1 U0 G1	2,667	B0 U0 G1	3,578	B1 U0 G1	1,145	B0 U0 G1
06	4,309	B1 U0 G1	5,202	B1 U0 G1	3,955	B1 U0 G1	5,305	B1 U0 G1	1,698	B0 U0 G1
08	5,745	B1 U0 G2	6,936	B1 U0 G2	5,273	B1 U0 G1	7,074	B1 U0 G2	2,264	B0 U0 G1
10	7,164	B1 U0 G2	8,650	B1 U0 G2	6,576	B1 U0 G2	8,821	B1 U0 G2	2,823	B0 U0 G1
12	8,597	B1 U0 G2	10,380	B1 U0 G2	7,891	B1 U0 G2	10,585	B1 U0 G2	3,387	B1 U0 G1
14	9,966	B1 U0 G2	12,033	B1 U0 G2	9,148	B1 U0 G2	12,272	B1 U0 G2	3,927	B1 U0 G1
16	11,390	B1 U0 G2	13,752	B2 U0 G3	10,455	B1 U0 G2	14,025	B2 U0 G3	4,488	B1 U0 G1
525mA										
02	2,064	B0 U0 G1	2,489	B0 U0 G1	1,895	B0 U0 G1	2,542	B0 U0 G1		N/A
04	4,128	B1 U0 G1	4,979	B1 U0 G1	3,789	B1 U0 G1	5,083	B1 U0 G1		N/A
06	6,121	B1 U0 G2	7,383	B1 U0 G2	5,619	B1 U0 G2	7,538	B1 U0 G2		N/A
08	8,162	B1 U0 G2	9,844	B1 U0 G2	7,492	B1 U0 G2	10,050	B1 U0 G2		N/A
10	10,178	B1 U0 G2	12,275	B1 U0 G2	9,342	B1 U0 G2	12,532	B1 U0 G2		N/A
12	12,213	B1 U0 G2	14,730	B2 U0 G3	11,211	B1 U0 G2	15,039	B2 U0 G3		N/A
14	14,159	B2 U0 G3	17,077	B2 U0 G3	12,996	B1 U0 G2	17,434	B2 U0 G3		N/A
16	16,181	B2 U0 G3	19,516	B2 U0 G3	14,853	B2 U0 G3	19,925	B2 U0 G3		N/A
700mA										
02	2,435	B0 U0 G1	2,938	B1 U0 G1	2,235	B0 U0 G1	2,998	B1 U0 G1		N/A
04	4,869	B1 U0 G1	5,876	B1 U0 G2	4,469	B1 U0 G1	5,996	B1 U0 G2		N/A
06	7,220	B1 U0 G2	8,714	B1 U0 G2	6,628	B1 U0 G2	8,891	B1 U0 G2		N/A

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens
 ** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>

Luminaire EPA

Fixed Arm Mount – ARE-EDG-DA						
LED Count (x10)	Single	2 @ 90°	2 @ 180°	3 @ 90°	3 @ 120°	4 @ 90°
						
02	0.60	0.87	1.20	1.47	1.47	1.75
04	0.60	0.87	1.20	1.47	1.47	1.75
06	0.60	0.92	1.20	1.51	1.51	1.83
08	0.60	0.96 N/A with 3" poles	1.20	1.55 N/A with 3" poles	1.55	1.91 N/A with 3" poles
10	0.60	1.00 N/A with 3" poles	1.20	1.60 N/A with 3" poles	1.60	2.00 N/A with 3" poles
12	0.60	1.04 N/A with 3" poles	1.20	1.64 N/A with 3" poles	1.64	2.08 N/A with 3" poles
14	0.60	1.08 N/A with 3" or 4" poles	1.20	1.68 N/A with 3" or 4" poles	1.68	2.16 N/A with 3" or 4" poles
16	0.60	1.12 N/A with 3" or 4" poles	1.20	1.72 N/A with 3" or 4" poles	1.72	2.24 N/A with 3" or 4" poles
Fixed Arm Mount – ARE-EDG-DL						
02	0.75	1.02	1.50	1.77	1.77	1.91
04	0.75	1.02	1.50	1.77	1.77	1.91
06	0.75	1.07	1.50	1.82	1.82	1.98
08	0.75	1.11	1.50	1.86	1.86	2.04
10	0.75	1.15	1.50	1.90	1.90	2.10
12	0.75	1.19	1.50	1.94	1.94	2.16
14	0.75	1.23	1.50	1.98	1.98	2.22
16	0.75	1.27	1.50	2.02	2.02	2.28

Fixture Mounting Drill Pattern for DA and DL Mounts



THE EDGE® Series

LED Area/Flood Luminaire

TYPE C

Product Description

THE EDGE® Series has a slim, low profile design. Its rugged cast aluminum housing minimizes wind load requirements and features an integral, weathertight LED driver compartment and high performance aluminum heat sinks. Various mounting choices: Adjustable Arm, Direct Arm, Direct Arm Long, or Side Arm (details on page 2). Includes a leaf/debris guard.

Applications: Parking lots, walkways, campuses, car dealerships, office complexes, and internal roadways

Performance Summary

Patented NanoOptic® Product Technology

Assembled in the USA by Cree Lighting from US and imported parts

Initial Delivered Lumens: Up to 33,946 lumens

Input Power: 19 - 263 Watts

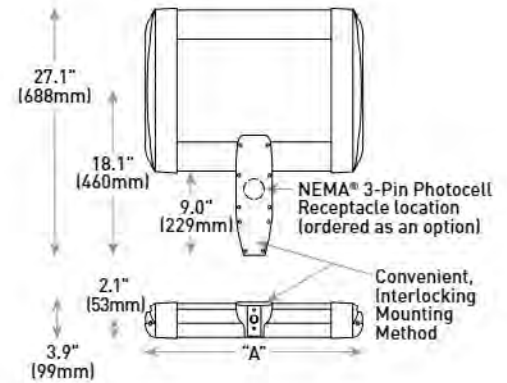
CRI: Minimum 70 CRI (4000K & 5700K); 80 CRI (3000K); 90 CRI (5000K)

CCT: Turtle Friendly Amber, 3000K (+/- 300K), 4000K (+/- 300K), 5000K (+/- 500K), **5700K (+/- 500K) standard**

Limited Warranty*: 10 years for Luminaire/10 years for Colorfast DeltaGuard® finish/5 years for PML sensors/1 year on accessories

* See <https://www.creelighting.com/resources/warranties/> for warranty terms

DA Mount



Accessories

Field-Installed	
Bird Spikes XA-BRDSPK Hand-Held Remote XA-SENSREM - For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required	Backlight Control Shields XA-20BLS-4 - Four-pack - Unpainted stainless steel Shorting Cap XA-XLSHRT NEMA® 3-Pin Photocell C-ACC-A-PCCELL-NEMA3-LV - On/off functionality only - Available with UL voltage only

LED Count (x10)	Dim. "A"	Weight
02	12.1" (306mm)	21 lbs. (10kg)
04	12.1" (306mm)	24 lbs. (11kg)
06	14.1" (357mm)	27 lbs. (12kg)
08	16.1" (408mm)	28 lbs. (13kg)
10	18.1" (459mm)	32 lbs. (15kg)
12	20.1" (510mm)	34 lbs. (15kg)
14	22.1" (560mm)	37 lbs. (17kg)
16	24.1" (611mm)	41 lbs. (19kg)

AA/DL/SA Mount - see page 22 for weight & dimensions

Ordering Information

Example: ARE-EDG-2M-AA-12-E-UL-SV-250

Family	Optic	Mounting*	LED Count (x10)	Series	Voltage	Finish	Drive Current	Options
ARE-EDG	2M Type II Medium	AA Adjustable Arm	02	E	UL Universal 120-277V	BK Black	350 350mA	DIM 0-10V Dimming - Control by others - Refer to Dimming spec sheet for details - Can't exceed specified drive current - Not available with PML options F Fuse - Compatible only with 120V, 277V or 347V (phase to neutral) - Consult factory if fusing is required for 208V, 240V or 480V (phase to phase) - Refer to PML spec sheet for availability with PML options - When code dictates fusing, use time delay fuse HL Hi/Low (Dual Circuit Input) - Refer to HL spec sheet for details - Sensor not included P Button Photocell - Refer to PML spec sheet for availability with PML options - Available with UL voltage only PML Programmable Multi-Level, 20-60" Mounting Height - Refer to PML spec sheet for details - Intended for downlight applications at 0° tilt
	3MB Type III Medium	DA Direct Arm	04			BZ Bronze	525 525mA	
	4MP Type IV Medium	DL Direct Long Arm	06			SV Silver	700 700mA	
	2MB Type II Medium w/BLS	DL Direct Long Arm	10			WH White	- Available with 20-60 LEDs	
	3MP Type III Medium w/Partial BLS	DL Direct Long Arm	12					
	5M Type V Medium	DL Direct Long Arm	14					
	4M Type IV Medium	DL Direct Long Arm	16					
	4MB Type IV Medium w/BLS	DL Direct Long Arm						
	3M Type III Medium	DL Direct Long Arm						
	FLD-EDG	25 Flood	AA Adjustable Arm					
	70 Flood	SA Side Arm						
	N6 NEMA® 6 Sign	SA Side Arm - Available with 20-60 LEDs						

* Reference EPA and pole configuration suitability data beginning on page 19



Website: creelighting.com

US: (800) 236-6800 Canada: (800) 473-1234

CREE LIGHTING®

Product Specifications

CONSTRUCTION & MATERIALS

- Slim, low profile, minimizing wind load requirements
- Luminaire sides are rugged die cast aluminum with integral, weathertight LED driver compartment and high performance heat sinks
- DA and DL mount utilizes convenient interlocking mounting method. Mounting is rugged die cast aluminum, mounts to 3-6" (76-152mm) square or round pole and secures to pole with 5/16-18 UNC bolts spaced on 2" (51mm) centers
- AA and SA mounts are rugged die cast aluminum and mount to 2" (51mm) IP, 2.375" (60mm) O.D. tenons
- Includes leaf/debris guard
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Black, bronze, silver, and white are available
- **Weight:** See Dimensions and Weight Charts on pages 1 and 22

ELECTRICAL SYSTEM

- **Input Voltage:** 120-277V or 347-480V, 50/60Hz, Class 1 drivers
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- DA and DL mounts designed with integral weathertight electrical box with terminal strips (12Ga-20Ga) for easy power hookup
- Integral 10kV/5kA surge suppression protection standard
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current
- **Maximum 10V Source Current:** 20 LED (350mA): 10mA; 20 LED (525 & 700mA) and 40-80 LED: 0.15mA; 100-160 LED: 0.30mA

REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Enclosure rated IP66 per IEC 60529 when ordered without P or R options
- Consult factory for CE Certified products
- ANSI C136.2 10kV/5kA surge protection, tested in accordance with IEEE/ANSI C62.41.2
- Meets FCC Part 15, Subpart B, Class A limits for conducted and radiated emissions
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- RoHS compliant. Consult factory for additional details
- Assembled in the USA by Cree Lighting from US and imported parts
- Some configurations meet requirements of BAA and/or BABA. Consult factory when needed for a project: www.creelighting.com/BAA-BABA
- **CA RESIDENTS WARNING:** Cancer and Reproductive Harm – www.p65warnings.ca.gov

Electrical Data*								
LED Count (x10)	CCT	System Watts 120-480V	Total Current (A)					
			120V	208V	240V	277V	347V	480V
350mA								
02	30K/40K/50K/57K	25	0.21	0.13	0.11	0.10	0.08	0.07
	TRL	19	0.16	0.09	0.08	0.07	0.05	0.04
04	30K/40K/50K/57K	46	0.36	0.23	0.21	0.20	0.15	0.12
	TRL	35	0.29	0.17	0.15	0.13	0.10	0.07
06	30K/40K/50K/57K	66	0.52	0.31	0.28	0.26	0.20	0.15
	TRL	50	0.41	0.24	0.21	0.18	0.14	0.10
08	30K/40K/50K/57K	90	0.75	0.44	0.38	0.34	0.26	0.20
	TRL	68	0.57	0.33	0.28	0.25	0.20	0.14
10	30K/40K/50K/57K	110	0.92	0.53	0.47	0.41	0.32	0.24
	TRL	83	0.69	0.40	0.35	0.30	0.24	0.17
12	30K/40K/50K/57K	130	1.10	0.63	0.55	0.48	0.38	0.28
	TRL	99	0.82	0.48	0.41	0.36	0.28	0.21
14	30K/40K/50K/57K	158	1.32	0.77	0.68	0.62	0.47	0.35
	TRL	120	1.00	0.58	0.50	0.43	0.34	0.25
16	30K/40K/50K/57K	179	1.49	0.87	0.77	0.68	0.53	0.39
	TRL	136	1.13	0.65	0.57	0.49	0.39	0.28
525mA								
02	30K/40K/50K/57K	37	0.30	0.19	0.17	0.16	0.12	0.10
04	30K/40K/50K/57K	70	0.58	0.34	0.31	0.28	0.21	0.16
06	30K/40K/50K/57K	101	0.84	0.49	0.43	0.38	0.30	0.22
08	30K/40K/50K/57K	133	1.13	0.66	0.58	0.51	0.39	0.28
10	30K/40K/50K/57K	171	1.43	0.83	0.74	0.66	0.50	0.38
12	30K/40K/50K/57K	202	1.69	0.98	0.86	0.77	0.59	0.44
14	30K/40K/50K/57K	232	1.94	1.12	0.98	0.87	0.68	0.50
16	30K/40K/50K/57K	263	2.21	1.27	1.11	0.97	0.77	0.56
700mA								
02	30K/40K/50K/57K	50	0.41	0.25	0.22	0.20	0.15	0.12
04	30K/40K/50K/57K	93	0.78	0.46	0.40	0.36	0.27	0.20
06	30K/40K/50K/57K	134	1.14	0.65	0.57	0.50	0.39	0.29

* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 10% when operating between 120-277V or 347-480V +/- 10%

THE EDGE® Series Ambient Adjusted Lumen Maintenance ¹						
Ambient	CCT	Initial LMF	25K hr Reported ² LMF	50K hr Reported ² LMF	75K hr Reported ² / Estimated ³ LMF	100K hr Estimated ³ LMF
5°C (41°F)	30K/40K/50K/57K	1.04	1.03	1.03	1.03 ²	1.03
	TRL	1.06	1.06	1.06	1.06 ²	1.06
10°C (50°F)	30K/40K/50K/57K	1.03	1.02	1.02	1.02 ²	1.02
	TRL	1.04	1.04	1.04	1.04 ²	1.04
15°C (59°F)	30K/40K/50K/57K	1.02	1.01	1.01	1.01 ²	1.01
	TRL	1.03	1.03	1.03	1.03 ²	1.03
20°C (68°F)	30K/40K/50K/57K	1.01	0.99	0.99	0.99 ²	0.99
	TRL	1.01	1.01	1.01	1.01 ²	1.01
25°C (77°F)	30K/40K/50K/57K	1.00	0.98	0.98	0.98 ²	0.98
	TRL	1.00	1.00	1.00	1.00 ²	1.00

¹ Lumen maintenance values at 25°C (77°F) are calculated per IES TM-21 based on IES LM-80 report data for the LED package and in-situ luminaire testing. Luminaire ambient temperature factors (LATF) have been applied to all lumen maintenance factors. Please refer to the [Temperature Zone Reference Document](#) for outdoor average nighttime ambient conditions.

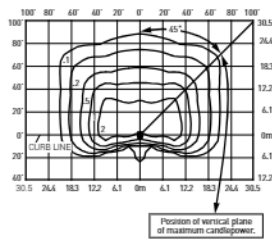
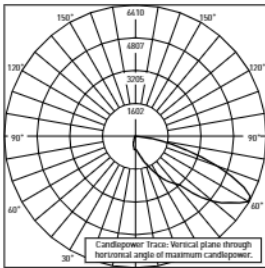
² In accordance with IES TM-21, Reported values represent interpolated values based on time durations that are up to 6x the tested duration in the IES LM-80 report for the LED.

³ Estimated values are calculated and represent time durations that exceed the 6x test duration of the LED.

Photometry

All published luminaire photometric testing performed to IES LM-79 standards. To obtain an IES file specific to your project consult: <http://creelighting.com/products/outdoor/area/cree-edge-series-1>

4MB









RESTL Test Report #: PL10023-002B
 ARE-EDG-4MB-**-06-E-UL-525-40K
 Initial Delivered Lumens: 7,985

ARE-EDG-4MB-**-10-E-UL-525-40K
 Mounting Height: 25' (7.6m) A.F.G.
 Initial Delivered Lumens: 13,185
 Initial FC at grade

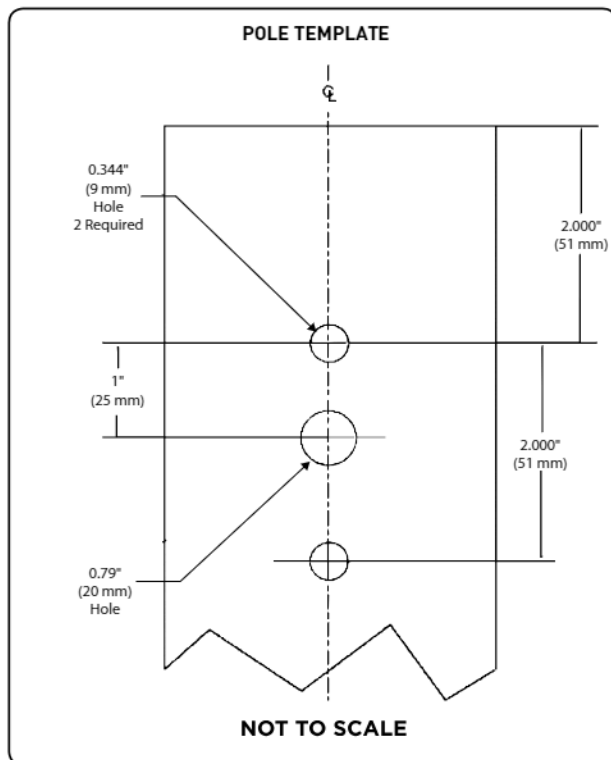
Type IV Medium Distribution w/BLS										
LED Count (x10)	3000K		4000K		5000K		5700K		TRL	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20	Initial Delivered Lumens*	BUG Ratings** Per TM-15-20
350mA										
02	1,560	B0 U0 G1	1,884	B0 U0 G1	1,432	B0 U0 G1	1,921	B0 U0 G1	615	B0 U0 G0
04	3,121	B1 U0 G1	3,768	B1 U0 G1	2,865	B0 U0 G1	3,843	B1 U0 G1	1,230	B0 U0 G1
06	4,628	B1 U0 G1	5,588	B1 U0 G1	4,248	B1 U0 G1	5,698	B1 U0 G2	1,824	B0 U0 G1
08	6,170	B1 U0 G2	7,450	B1 U0 G2	5,664	B1 U0 G2	7,598	B1 U0 G2	2,431	B0 U0 G1
10	7,695	B1 U0 G2	9,291	B1 U0 G2	7,063	B1 U0 G2	9,475	B1 U0 G2	3,032	B1 U0 G1
12	9,233	B1 U0 G2	11,149	B1 U0 G2	8,476	B1 U0 G2	11,370	B1 U0 G2	3,638	B1 U0 G1
14	10,704	B1 U0 G2	12,924	B1 U0 G2	9,825	B1 U0 G2	13,181	B1 U0 G2	4,218	B1 U0 G1
16	12,233	B1 U0 G2	14,771	B2 U0 G2	11,229	B1 U0 G2	15,063	B2 U0 G2	4,820	B1 U0 G1
525mA										
02	2,217	B1 U0 G1	2,674	B1 U0 G1	2,035	B1 U0 G1	2,730	B1 U0 G1		N/A
04	4,434	B1 U0 G1	5,348	B1 U0 G1	4,070	B1 U0 G1	5,460	B1 U0 G1		N/A
06	6,575	B1 U0 G2	7,930	B1 U0 G2	6,035	B1 U0 G2	8,096	B1 U0 G2		N/A
08	8,766	B1 U0 G2	10,573	B1 U0 G2	8,047	B1 U0 G2	10,794	B1 U0 G2		N/A
10	10,932	B1 U0 G2	13,185	B1 U0 G2	10,034	B1 U0 G2	13,461	B2 U0 G2		N/A
12	13,118	B1 U0 G2	15,821	B2 U0 G3	12,041	B1 U0 G2	16,153	B2 U0 G3		N/A
14	15,208	B2 U0 G2	18,341	B2 U0 G3	13,959	B2 U0 G2	18,726	B2 U0 G3		N/A
16	17,380	B2 U0 G3	20,962	B2 U0 G3	15,953	B2 U0 G3	21,401	B2 U0 G3		N/A
700mA										
02	2,615	B1 U0 G1	3,156	B1 U0 G1	2,400	B1 U0 G1	3,220	B1 U0 G1		N/A
04	5,230	B1 U0 G1	6,311	B1 U0 G2	4,801	B1 U0 G1	6,440	B1 U0 G2		N/A
06	7,755	B1 U0 G2	9,359	B1 U0 G2	7,119	B1 U0 G2	9,549	B1 U0 G2		N/A

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens
 ** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>

Luminaire EPA

Fixed Arm Mount – ARE-EDG-DA						
LED Count (x10)	Single	2 @ 90°	2 @ 180°	3 @ 90°	3 @ 120°	4 @ 90°
						
02	0.60	0.87	1.20	1.47	1.47	1.75
04	0.60	0.87	1.20	1.47	1.47	1.75
06	0.60	0.92	1.20	1.51	1.51	1.83
08	0.60	0.96 N/A with 3" poles	1.20	1.55 N/A with 3" poles	1.55	1.91 N/A with 3" poles
10	0.60	1.00 N/A with 3" poles	1.20	1.60 N/A with 3" poles	1.60	2.00 N/A with 3" poles
12	0.60	1.04 N/A with 3" poles	1.20	1.64 N/A with 3" poles	1.64	2.08 N/A with 3" poles
14	0.60	1.08 N/A with 3" or 4" poles	1.20	1.68 N/A with 3" or 4" poles	1.68	2.16 N/A with 3" or 4" poles
16	0.60	1.12 N/A with 3" or 4" poles	1.20	1.72 N/A with 3" or 4" poles	1.72	2.24 N/A with 3" or 4" poles
Fixed Arm Mount – ARE-EDG-DL						
02	0.75	1.02	1.50	1.77	1.77	1.91
04	0.75	1.02	1.50	1.77	1.77	1.91
06	0.75	1.07	1.50	1.82	1.82	1.98
08	0.75	1.11	1.50	1.86	1.86	2.04
10	0.75	1.15	1.50	1.90	1.90	2.10
12	0.75	1.19	1.50	1.94	1.94	2.16
14	0.75	1.23	1.50	1.98	1.98	2.22
16	0.75	1.27	1.50	2.02	2.02	2.28

Fixture Mounting Drill Pattern for DA and DL Mounts





Color: Bronze

Weight: 2.9 lbs

Project:

TYPE D

Prepared By:

Date:

Driver Info

Type	Constant
120V	0.26A/0.20A/0.13A
208V	0.13A/0.10A/0.07A
240V	0.17A/0.09A/0.06A
277V	0.11A/0.08A/0.06A
Input Watts	15.2-30.5W

LED Info

Watts	26/18/12W
Color Temp	3000K/4000K/5000K
Color	82-85 CRI
Accuracy	
L70 Lifespan	100,000 Hours
Lumens	2,175-4,389 lm
Efficacy	135.1-150.6 lm/W

Technical Specifications

Field Adjustability

Field Adjustable:

Field Adjustable Light Output:
26W/18W/12W (factory default 26W)
Color temperature selectable 3000K, 4000K and 5000K (factory default 4000K)

Compliance

UL Listed:

Suitable for wet locations

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

ADA Compliant:

Meets ADA Requirements for wall-mounted luminaires.

IP Rating:

Ingress protection rating of IP65 for dust and water

Trade Agreements Act Compliant:

This product is a product of Cambodia and a "designated country" end product that complies with the Trade Agreements Act

DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.
DLC Product Code: S-IHR6QX

Performance

Lifespan:

100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

Wattage Equivalency:

26W: Replaces up to 175W Metal Halide (MH) or 150W High Pressure Sodium (HPS)
18W: Replaces up to 125W Metal Halide (MH) or 100W High Pressure Sodium (HPS)
12W: Replaces up to 100W Metal Halide (MH) or 70W High Pressure Sodium (HPS)

LED Characteristics

LEDs:

Long-life, high-efficiency, surface-mount LEDs

Electrical

Driver:

Constant Current, Class 2, 120-277V, 50/60 Hz
26W: 120V: 0.26A, 208V: 0.13A, 240V: 0.12A, 277V: 0.11A
18W: 120V: 0.20A, 208V: 0.10A, 240V: 0.09A, 277V: 0.08A
12W: 120V: 0.13A, 208V: 0.07A, 240V: 0.06A, 277V: 0.06A

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

THD:

26W: 3.4% at 120V, 4.68% at 277V
18W: 2.95% at 120V, 5.3% at 277V
12W: 3% at 120V, 8.42% at 277V

Power Factor:

26W: 99.8% at 120V, 96.5% at 277V
18W: 99.7% at 120V, 94.6% at 277V
12W: 99.4% at 120V, 89.6% at 277V

Photocell:

120-277V selectable photocell that can be turned on and off.

Surge Protection:

4kV

Technical Specifications (continued)

Construction

Cold Weather Starting:

The minimum starting temperature is -40°C (-40°F)

Maximum Ambient Temperature:

Suitable for use in up to 40°C (104°F)

Housing:

Aluminum

Lens:

Acrylonitrile styrene acrylate (ASA) /Acrylonitrile butadiene styrene (ABS)

Reflector:

Mirror finish on polycarbonate

Mounting:

Heavy-duty mounting bracket with spring-hinged housing and "kick stand" allow for easy installations. Conduit entries on back and both sides.

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

Other

Note:

All values are typical (tolerance +/- 10%)

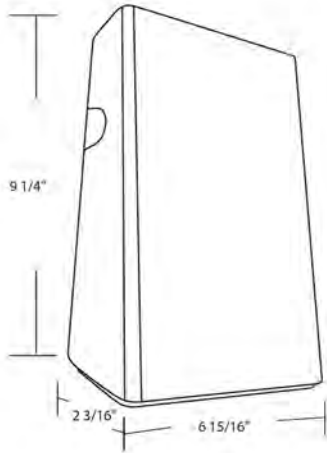
Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of ten (10) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- 100,000-hour LED Life
- 0-10V dimming, standard
- Selectable on/off photocell
- 10-Year, No-Compromise Warranty

Ordering Matrix

Family	Wattage	Color Temp	Finish	Voltage/Driver
SLIM				
	Blank = 26/18/12W	Blank = 3000/4000/5000K Adjustable	Blank = Bronze W = White BR = Brass	Blank = 120-277V, 0-10V Dimming



Color: Bronze

Weight: 12.0 lbs

TYPE E

Driver Info

Type	Constant Current
120V	0.20A/0.16A/0.12A
208V	0.12A/0.10A/0.07A
240V	0.10A/0.08A/0.06A
277V	0.09A/0.07A/0.05A
Input Watts	24/19/14W

LED Info

Watts	24/19/14W
Color Temp	3000K/4000K/5000K
Color Accuracy	72-75 CRI
L70 Lifespan	50,000 Hours
Lumens	1,959-3,409 lm
Efficacy	143.9-156.1 lm/W

Technical Specifications

Field Adjustability

Field Adjustable:

Field Adjustable Light Output:
24W/19W/14W (factory default 24W)
Color temperature selectable by 5000K, 4000K and 3000K (factory default 4000K)

Compliance

UL Listed:

Suitable for wet locations

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

IP Rating:

Ingress protection rating of IP65 for dust and water

DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.

DLC Product Code: S-VXGT3F

Electrical

Driver:

Constant Current, Class 2, Class P, 120-277V, 50/60 Hz
24W: 120V: 0.20A, 208V: 0.12A, 240V: 0.10A, 277V: 0.09A
19W: 120V: 0.16A, 208V: 0.10A, 240V: 0.08A, 277V: 0.07A
14W: 120V: 0.12A, 208V: 0.07A, 240V: 0.06A, 277V: 0.05A

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

THD:

5.31% at 120V, 9.2% at 277V

Power Factor:

99.3% at 120V, 95.5% at 277V

Photocell:

Integrated photocell included with on/off switch

Surge Protection:

4kV

Performance

Lifespan:

50,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

LED Characteristics

LEDs:

Long-life, high-efficiency, surface-mount LEDs

Color Uniformity:

RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Construction

Cold Weather Starting:

The minimum starting temperature is -40°C (-40°F)

Maximum Ambient Temperature:

Suitable for use in up to 45°C (113°F)

Housing:

Die-cast aluminum

Mounting:

3 (Three) anchors for round version B17 and B17D. 4 (Four) anchors bolts for square version B17S. Internal base doesn't have leveling screws.

Technical Specifications (continued)

Lens:

Polycarbonate lens

Reflector:

Aluminum

Top (Head):

Dome

Shape:

Round

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

Other

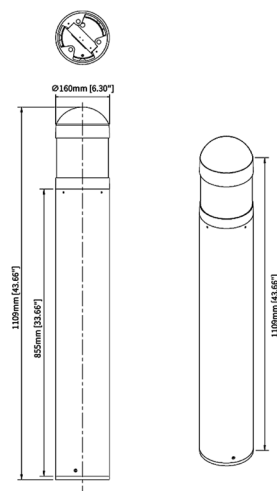
5 Yr Limited Warranty:

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- 50,000-Hour LED lifespan
- DLC Premium Listed
- 0-10V dimming, standard
- 5-Year, limited warranty

Ordering Matrix

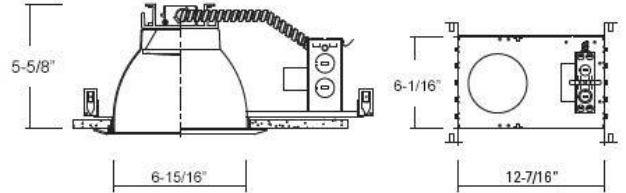
Family	Shape	Wattage	Color Temp	Voltage	Top (Head)	Finish	Options
B17					D		
	Blank = Round S = Square	Blank = 24/19/13W Adjustable	Blank = 3000K/4000K/5000K CCT Adjustable	Blank = 120-277V, 0-10V Dimming	Blank = Flat Top (Round & Square) D = Dome (Round Only)	Blank = Bronze W = White B = Black	Blank = Integrated On/Off Photocell (Standard)

8122H

120V-277V Universal Voltage

Catalog #:	8122H-30-30-8651HZ	Type	OA
Project:			
Prepared by:			

6" LED Frame-In



DESCRIPTION

An ideal solution for efficiency, safety, and flexible design aesthetics. The 8122H housing and available trims offer balance, power, and efficiency to bring you the options needed to complete a variety of high-end residential, multi-family, or commercial projects with a reliable and modern LED down light solution.

DESIGN FEATURES

Electrical

- 120V-277V Universal Voltage
- Housing Output Options:
 - 14W | 1150 lms (delivered)
 - 23W | 1950 lms (delivered)
 - 30W | 2720 lms (delivered)
 - 45W | 3640 lms (delivered)
- 3000K | 3500K | 4000K
- 80 CRI | 50,000 hour projected life
- Dimmable TRIAC, ELV, and 0-10V DC dimming

Housing

- Sturdy aluminum construction
- Suitable for use in new construction applications
- Junction Box listed for through branch circuit wiring with (5) 3/4" knockouts and easy opening access plate
- Heavy gauge captive bar hangers included for ceiling joist or suspended "T" construction
- Bar hangers are adjustable to 24" with 4 captive nails included

Available Trims

- 8651HZ - Haze cone reflector
- 8652WH - Haze reflector with White Baffle
- 8653WH - Haze reflector with White Baffle with Lens; Wet Listed

Emergency (-EM) Option

- RP Lighting 4782EM emergency battery factory installed
- Emergency Battery Output = 9W
- Emergency Lumen Output = 9W x Fixture L/W

Certifications

- cCSAus Listed for damp location (wet trim available)
- Energy Star Listed
- LED Lamp: 5 Year Limited Warranty
- Other Components: 1 Year Limited Warranty

ORDERING GUIDE

Example: 8122H-30-40-EM

Model #	Wattage	CCT	Emergency
8122H			
8122H	-14 : 14W -23 : 23W -30 : 30W -45 : 45W	-30 : 3000K -35 : 3500K -40 : 4000K	blank no EM option -EM : adds Battery Pack



TEL: 800.937.6925 | Fax: 800.207.9509 | www.rplighting.com

Specifications and dimensions subject to change without notice.

7/2/24 R3



RP LIGHTING • FANS

8122H - 6" LED Frame-In Housing & Trims


8122H

120V-277V Universal Voltage

Trim Ordering Information

MODULE/TRIM

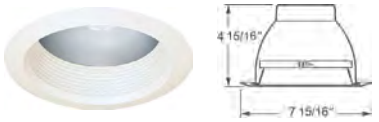
Example: 8651HZ

	Model #	Finish
	8651	
	8651 Haze cone reflector	HZ : Haze

Compatible with Accessory 85WW (6" Wall Wash Scoop)


MODULE/TRIM

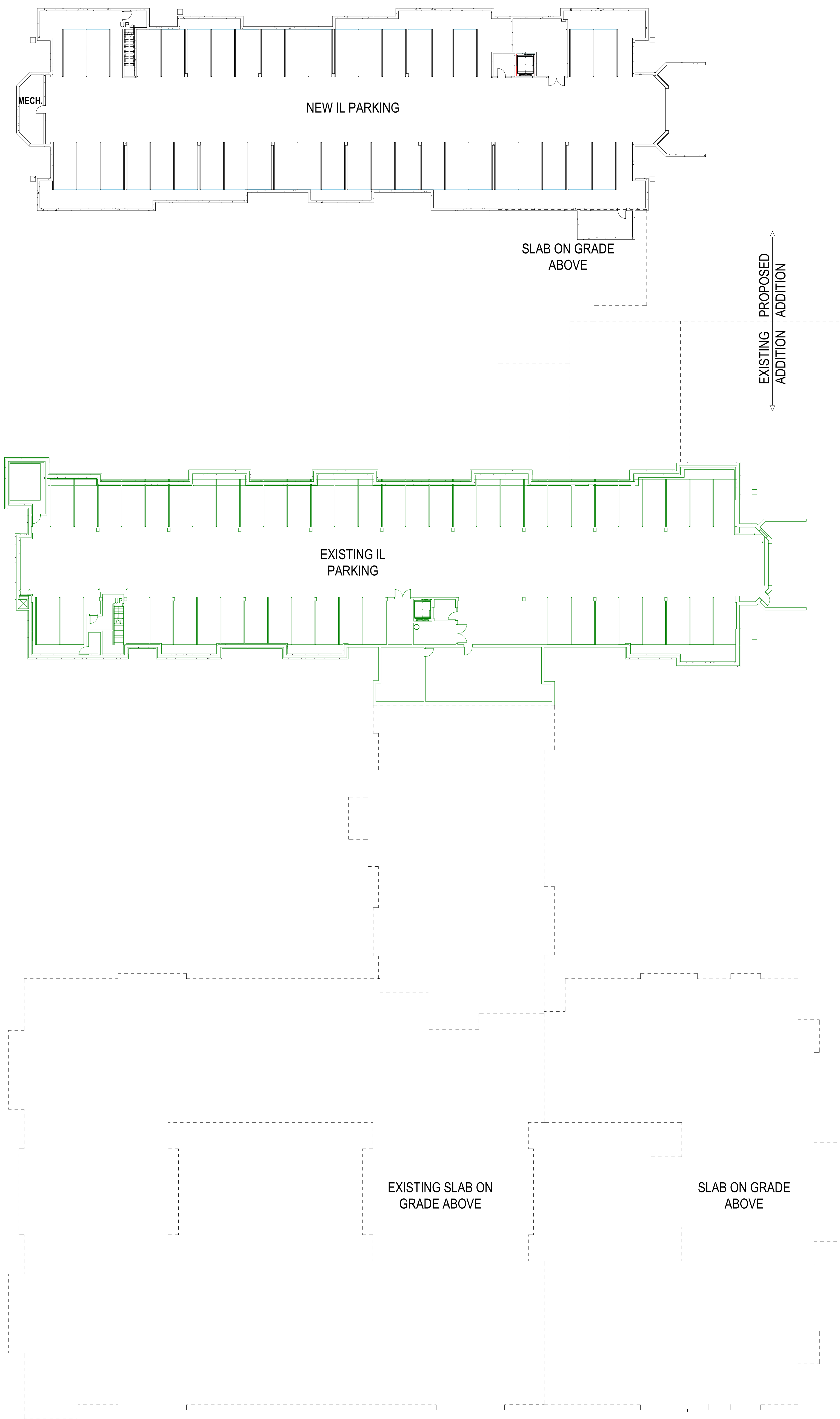
Example: 8652WH

	Model #	Finish
	8652	
	8652 Haze reflector with white baffle	WH : White

MODULE/TRIM

Example: 8653WH

	Model #	Finish
	8653	
	8653 Haze reflector with white baffle and lens	WH : White



**ASPIRE - ASSISTED
LIVING &
INDEPENDENT
LIVING ADDITIONS**

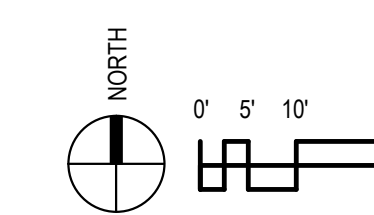
825 COBBLESTONE LANE, KIMBERLY, WI
54136

DATE OF ISSUE: 09/03/2024

PRELIMINARY
Not for
Construction

PROJECT # 23017

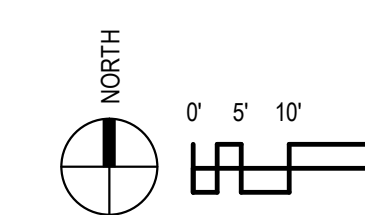
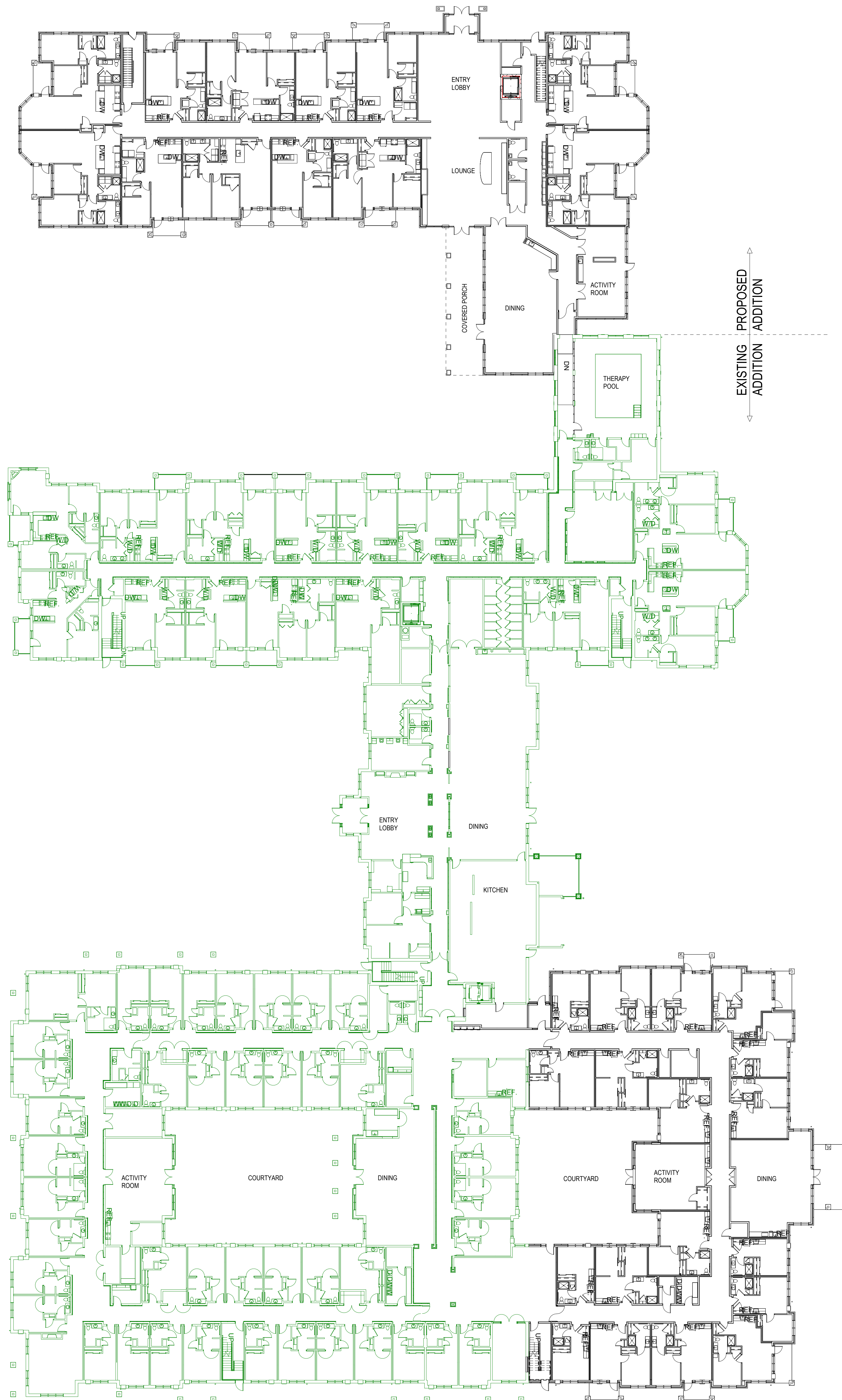
**OVERALL
BASEMENT PLAN**



A1.0

**ASPIRE - ASSISTED
LIVING &
INDEPENDENT
LIVING ADDITIONS**

825 COBBLESTONE LANE, KIMBERLY, WI
54136



DATE OF ISSUE: 09/03/2024

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Construction

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**OVERALL FIRST
FLOOR PLAN**

A1.1

**ASPIRE - ASSISTED
LIVING &
INDEPENDENT
LIVING ADDITIONS**

825 COBBLESTONE LANE, KIMBERLY, WI
54136



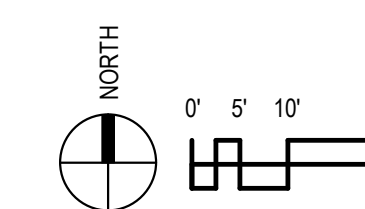
DATE OF ISSUE: 09/03/2024

PRELIMINARY
Not for
Construction

PROJECT # 23017

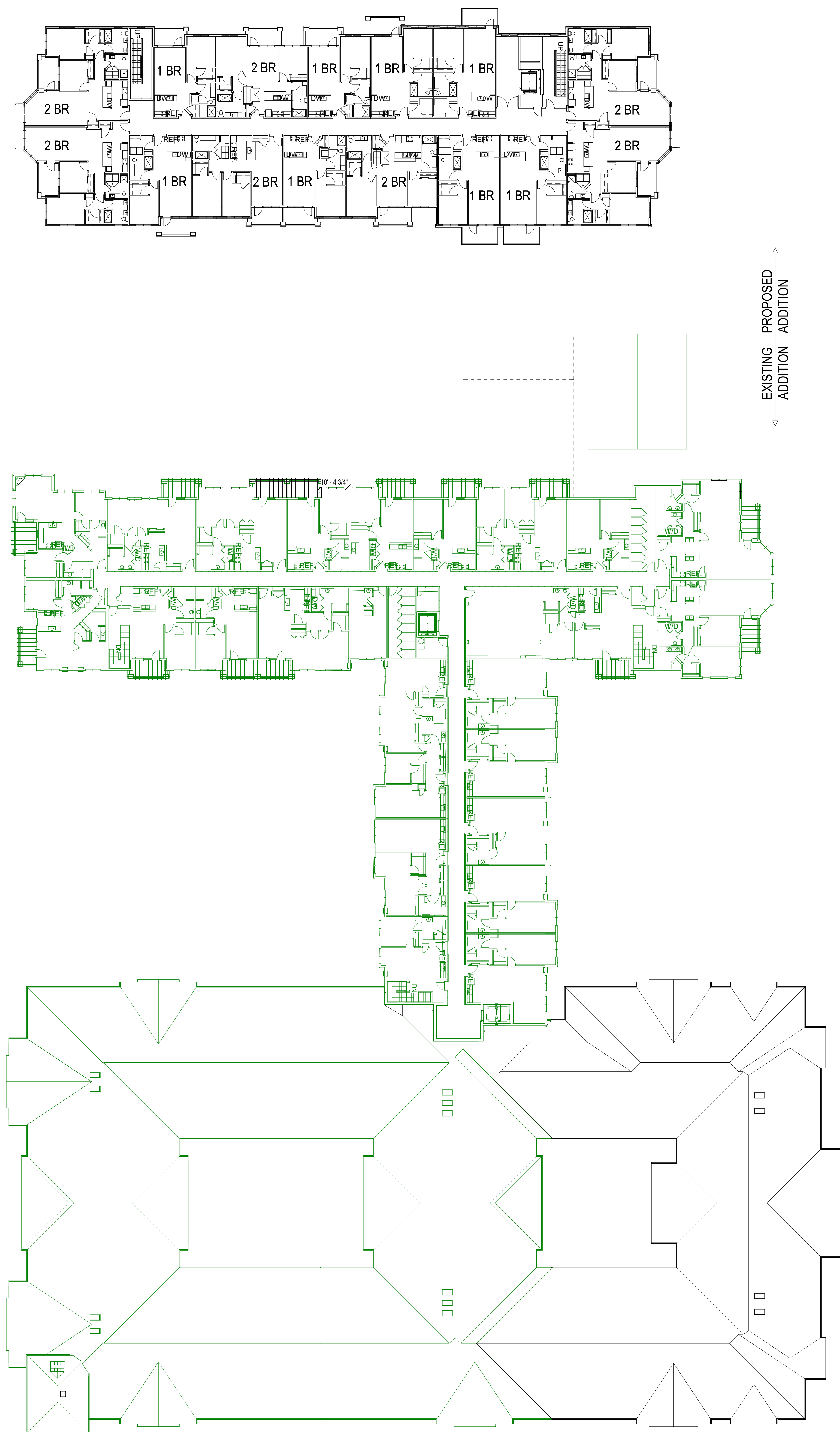
**OVERALL SECOND
FLOOR PLAN**

A1.2



**ASPIRE - ASSISTED
LIVING &
INDEPENDENT
LIVING ADDITIONS**

825 COBBLESTONE LANE, KIMBERLY, WI
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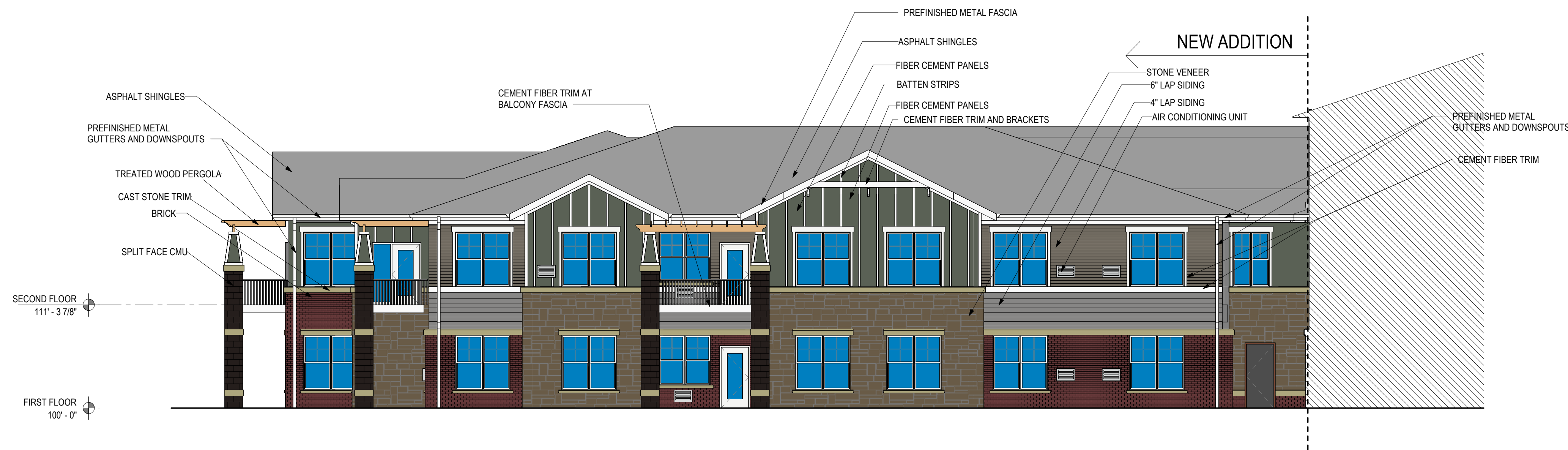
PRELIMINARY
Not for
Construction

**OVERALL THIRD
FLOOR PLAN**

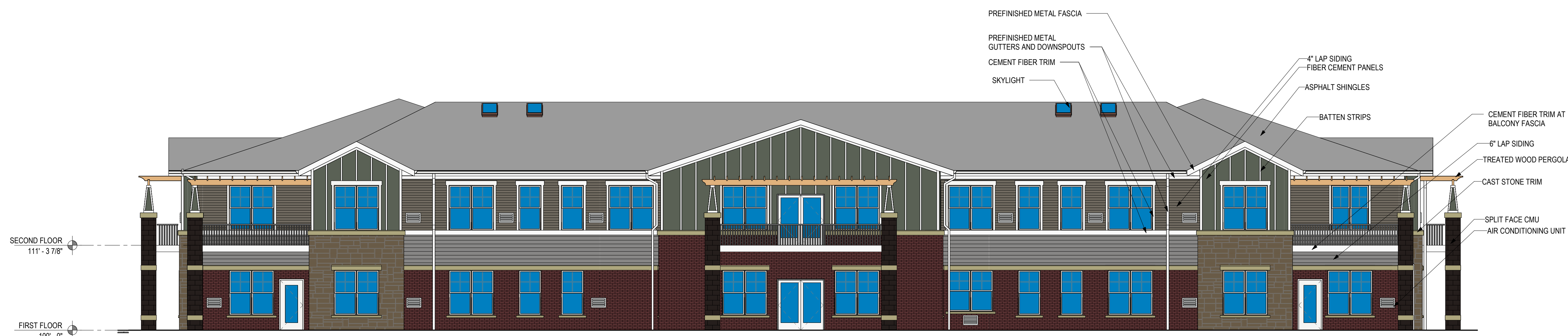
A1.3

**ASPIRE - ASSISTED
LIVING &
INDEPENDENT
LIVING ADDITIONS**

825 COBBLESTONE LANE, KIMBERLY, WI
54136



3 NORTH ELEVATION
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

DATE OF ISSUE: 09/03/2024

PRELIMINARY
Not for
Construction

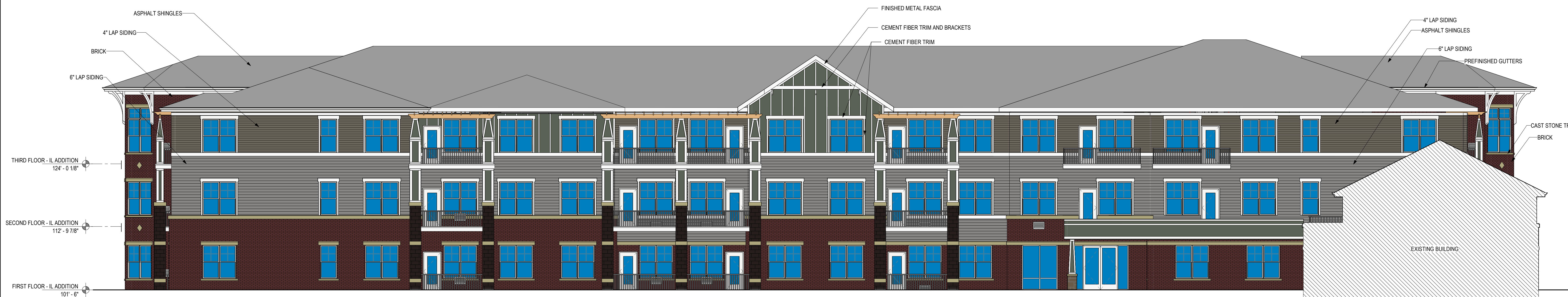
PROJECT # 23017

**EXTERIOR
ELEVATIONS
ASSISTED LIVING**

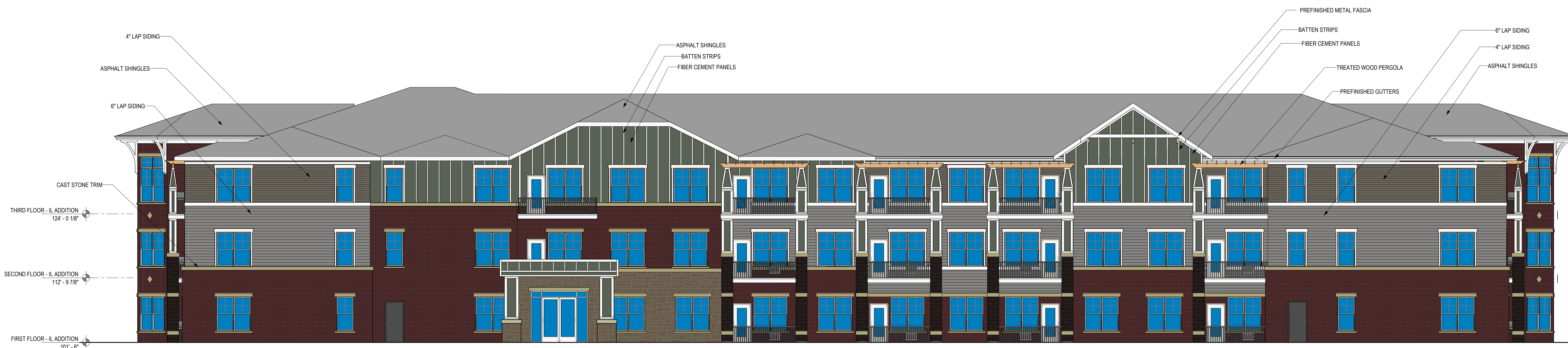
A2.0

**ASPIRE - ASSISTED
LIVING &
INDEPENDENT
LIVING ADDITIONS**

825 COBBLESTONE LANE, KIMBERLY, WI
54136



2 SOUTH ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"

DATE OF ISSUE: 09/03/2024

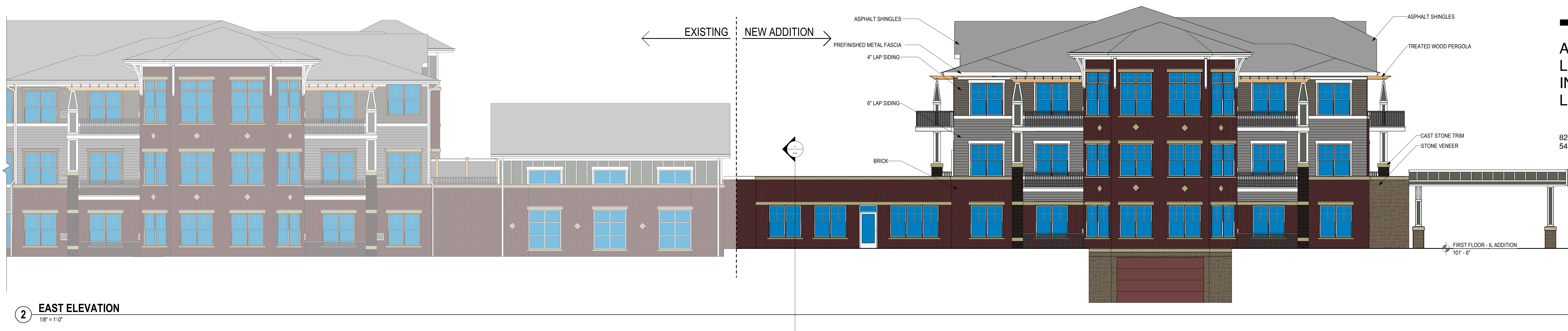
PRELIMINARY
Not for
Construction

PROJECT # 23017

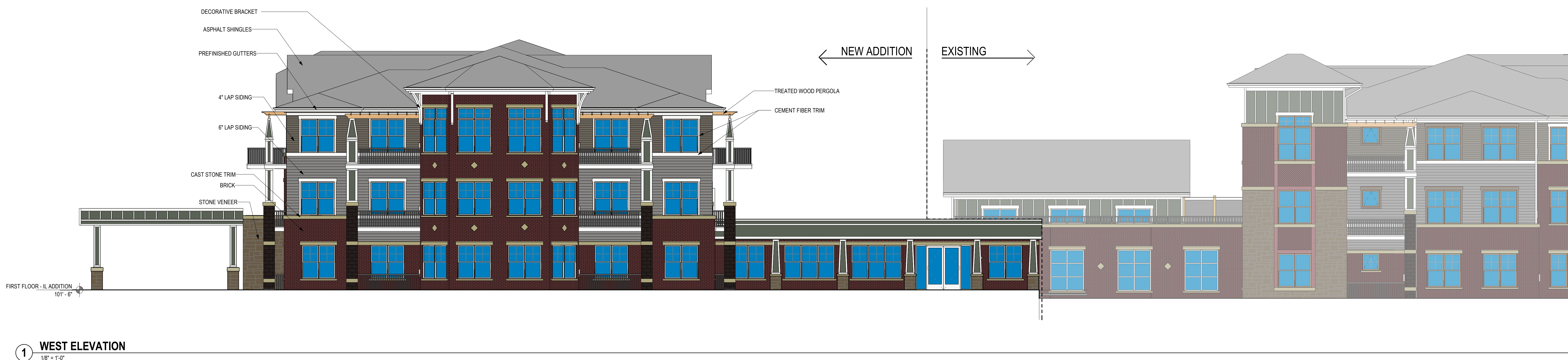
EXTERIOR
ELEVATIONS
INDEPENDENT
LIVING
A2.1

**ASPIRE - ASSISTED
LIVING &
INDEPENDENT
LIVING ADDITIONS**

825 COBBLESTONE LANE, KIMBERLY, WI
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2 EAST ELEVATION
1/8" = 1'-0"



1 WEST ELEVATION
1/8" = 1'-0"

DATE OF ISSUE: 09/03/2024

PRELIMINARY
Not for
Construction

PROJECT # 23017

EXTERIOR
ELEVATIONS
INDEPENDENT
LIVING
A2.2

SW 6162

Ancient Marble

4" REVEAL
UPPER SIDING

SW 6189

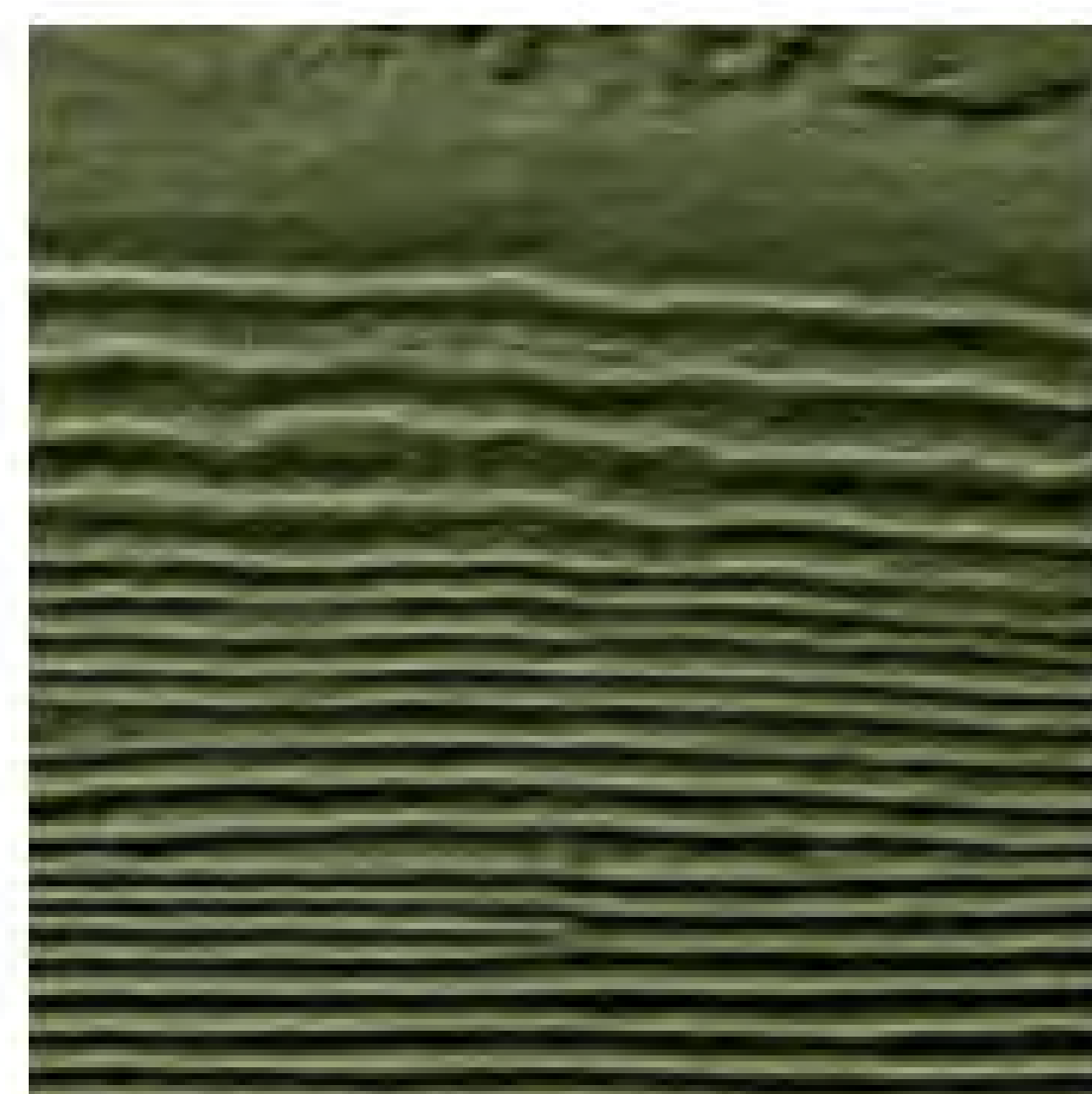
Sedate Gray

6" REVEAL
LOWER SIDING

SW 6147

Panda White

TRIM



HARDIE PLANK FIBER
CEMENT PANELS
STATEMENT COLLECTION
MOUNTAIN SAGE



HALQUIST STONE
STONE VENEER
BROOKFIELD



COUNTY MATERIALS
TRIANGLE BRICK
NORTHHAMPTON UTILITY



CAST STONE
HERITAGE
BUFF



COUNTY MATERIALS
SPLIT FACE CMU
DARK CHOCOLATE 18-072A

ASPIRE - ASSISTED
LIVING &
INDEPENDENT
LIVING ADDITIONS

825 COBBLESTONE LANE, KIMBERLY, WI
54136

DATE OF ISSUE: 09/03/2024

PRELIMINARY
Not for
Construction

PROJECT # 23017

EXTERIOR
MATERIALS
PALETTE

A3.0

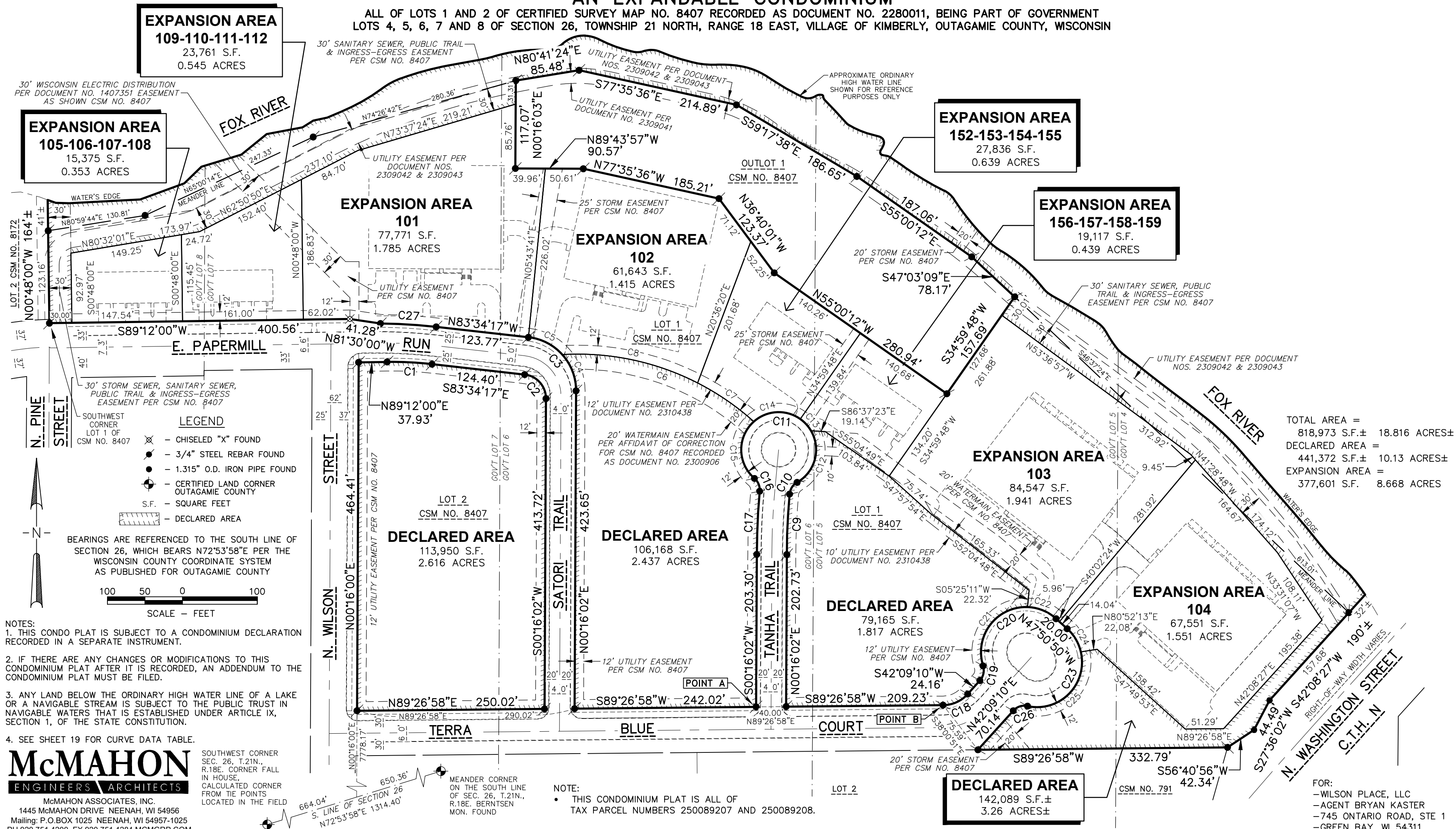


**Village of Kimberly
Request for
Plan Commission Recommendation**

ITEM DESCRIPTION: Preliminary & Final Blue at the Trail Condominium Plat
REPORT PREPARED BY: Danielle Block, Administrator/Director of Public Works
REPORT DATE: September 11, 2024
<p>EXPLANATION: In the Spring of 2023, the Plan Commission and Village Board approved the Planned Unit Development, Blue at the Trail. The subject area was approved as a Planned Unit Development in the Spring of 2023. The subject area is zoned R-5 – Planned Residential District, completed by Ordinance 2, Series of 2023 on September 11, 2023.</p> <p>Copies of the Condominium Declarations have been provided as a courtesy and do not required Village approval.</p> <p>All requirements for the condominium plat have been met. Staff have reviewed the proposed plat with engineering staff and finds it to be in line with the proposed site plan and development concepts. Staff has no concerns with the plat as presented.</p>
RECOMMENDED ACTION: Staff recommends approval of the preliminary and final plat, Blue at the Trail Condominium.

BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 8407 RECORDED AS DOCUMENT NO. 2280011, BEING PART OF GOVERNMENT LOTS 4, 5, 6, 7 AND 8 OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN



TOTAL AREA = 818,973 S.F.± 18.816 ACRES±
DECLARED AREA = 441,372 S.F.± 10.13 ACRES±
EXPANSION AREA = 377,601 S.F. 8.668 ACRES

- NOTES:
1. THIS CONDO PLAT IS SUBJECT TO A CONDOMINIUM DECLARATION RECORDED IN A SEPARATE INSTRUMENT.
 2. IF THERE ARE ANY CHANGES OR MODIFICATIONS TO THIS CONDOMINIUM PLAT AFTER IT IS RECORDED, AN ADDENDUM TO THE CONDOMINIUM PLAT MUST BE FILED.
 3. ANY LAND BELOW THE ORDINARY HIGH WATER LINE OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
 4. SEE SHEET 19 FOR CURVE DATA TABLE.

McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

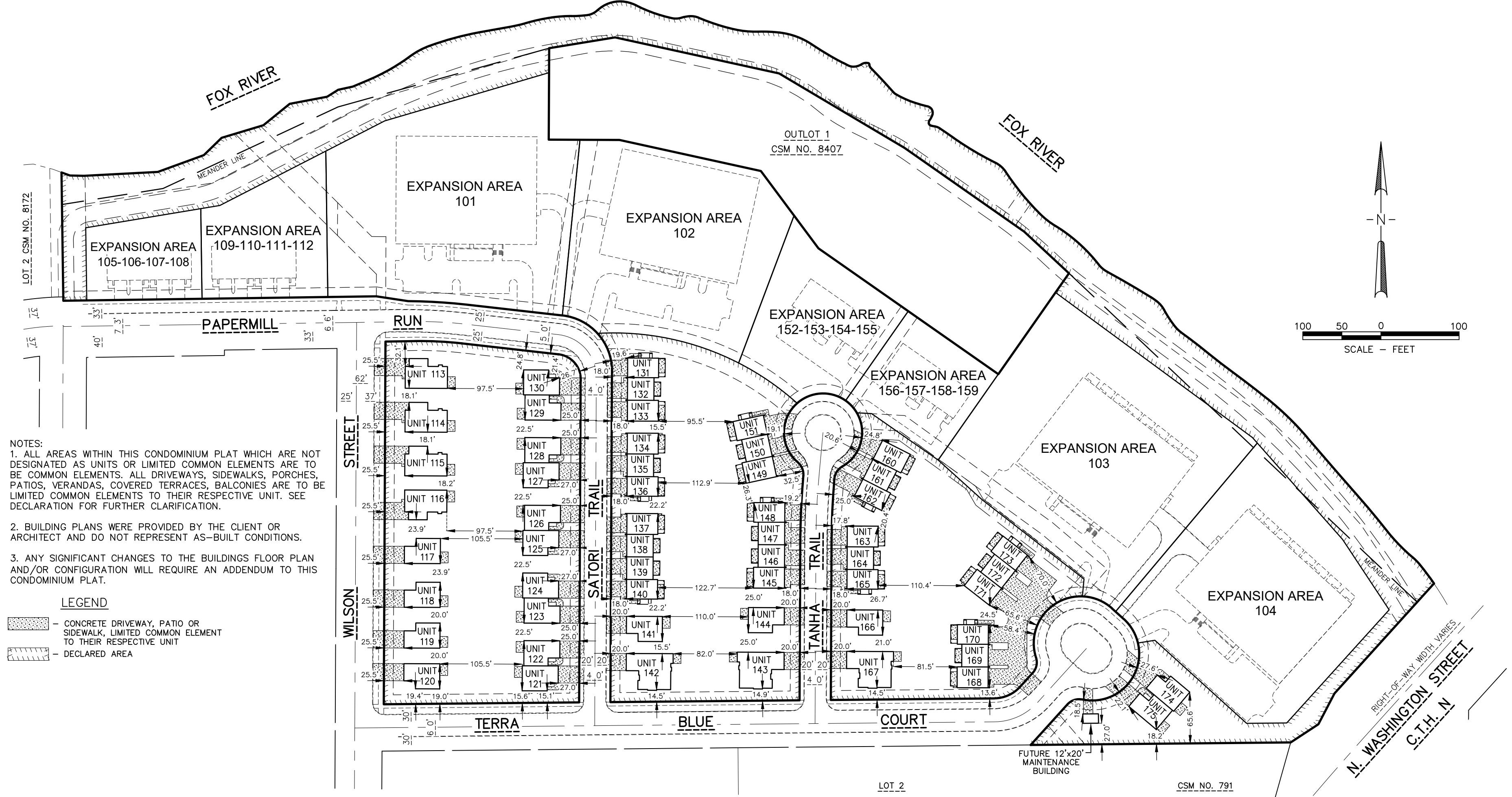
SOUTHWEST CORNER SEC. 26, T.21N., R.18E., CORNER FALL IN HOUSE, CALCULATED CORNER FROM TIE POINTS LOCATED IN THE FIELD

NOTE:
• THIS CONDOMINIUM PLAT IS ALL OF TAX PARCEL NUMBERS 250089207 AND 250089208.

FOR:
-WILSON PLACE, LLC
-AGENT BRYAN KASTER
-745 ONTARIO ROAD, STE 1
-GREEN BAY, WI 54311

BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

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NOTES:

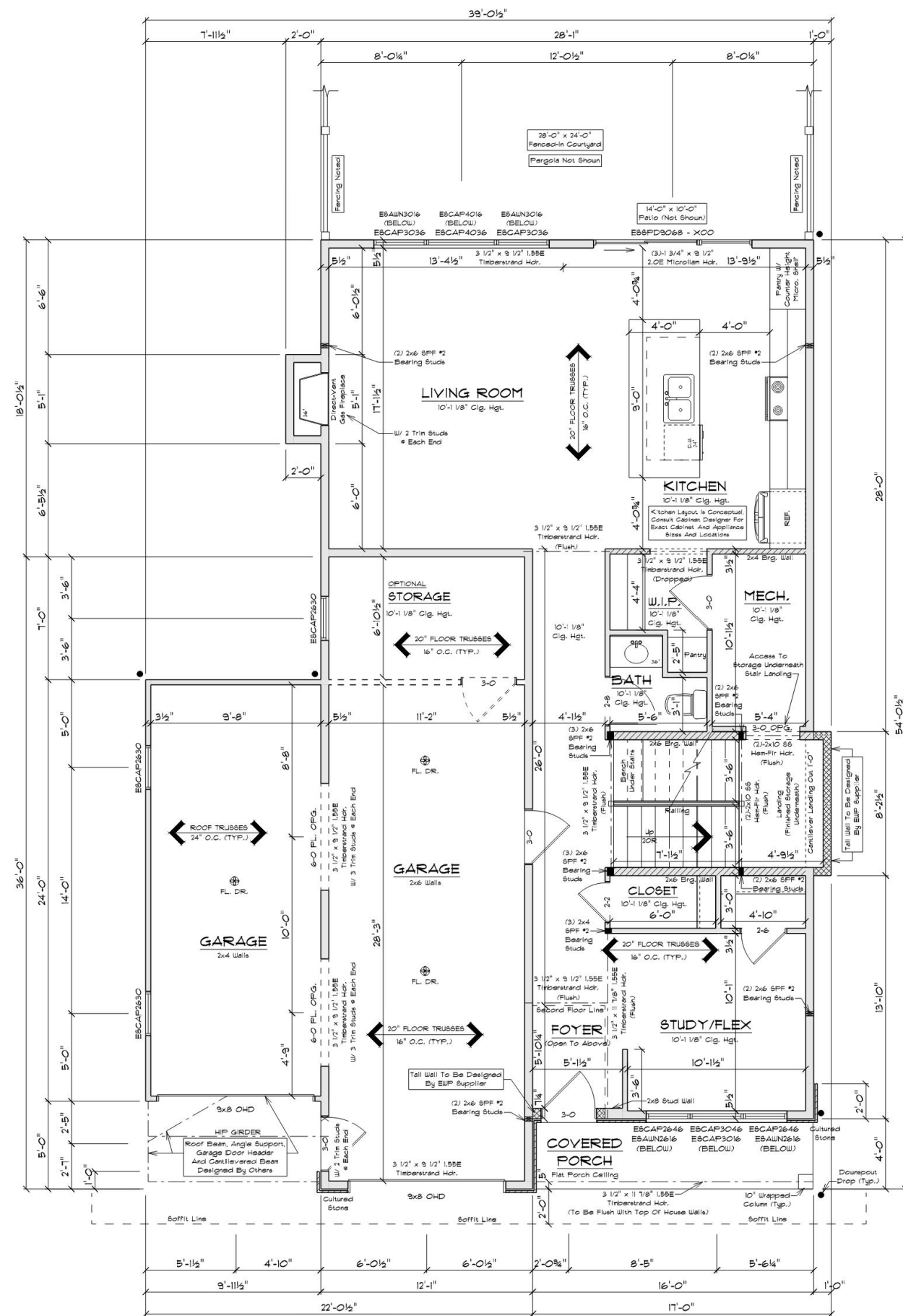
1. ALL AREAS WITHIN THIS CONDOMINIUM PLAT WHICH ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS ARE TO BE COMMON ELEMENTS. ALL DRIVEWAYS, SIDEWALKS, PORCHES, PATIOS, VERANDAS, COVERED TERRACES, BALCONIES ARE TO BE LIMITED COMMON ELEMENTS TO THEIR RESPECTIVE UNIT. SEE DECLARATION FOR FURTHER CLARIFICATION.
2. BUILDING PLANS WERE PROVIDED BY THE CLIENT OR ARCHITECT AND DO NOT REPRESENT AS-BUILT CONDITIONS.
3. ANY SIGNIFICANT CHANGES TO THE BUILDINGS FLOOR PLAN AND/OR CONFIGURATION WILL REQUIRE AN ADDENDUM TO THIS CONDOMINIUM PLAT.

LEGEND

- CONCRETE DRIVEWAY, PATIO OR SIDEWALK, LIMITED COMMON ELEMENT TO THEIR RESPECTIVE UNIT
- DECLARED AREA

BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

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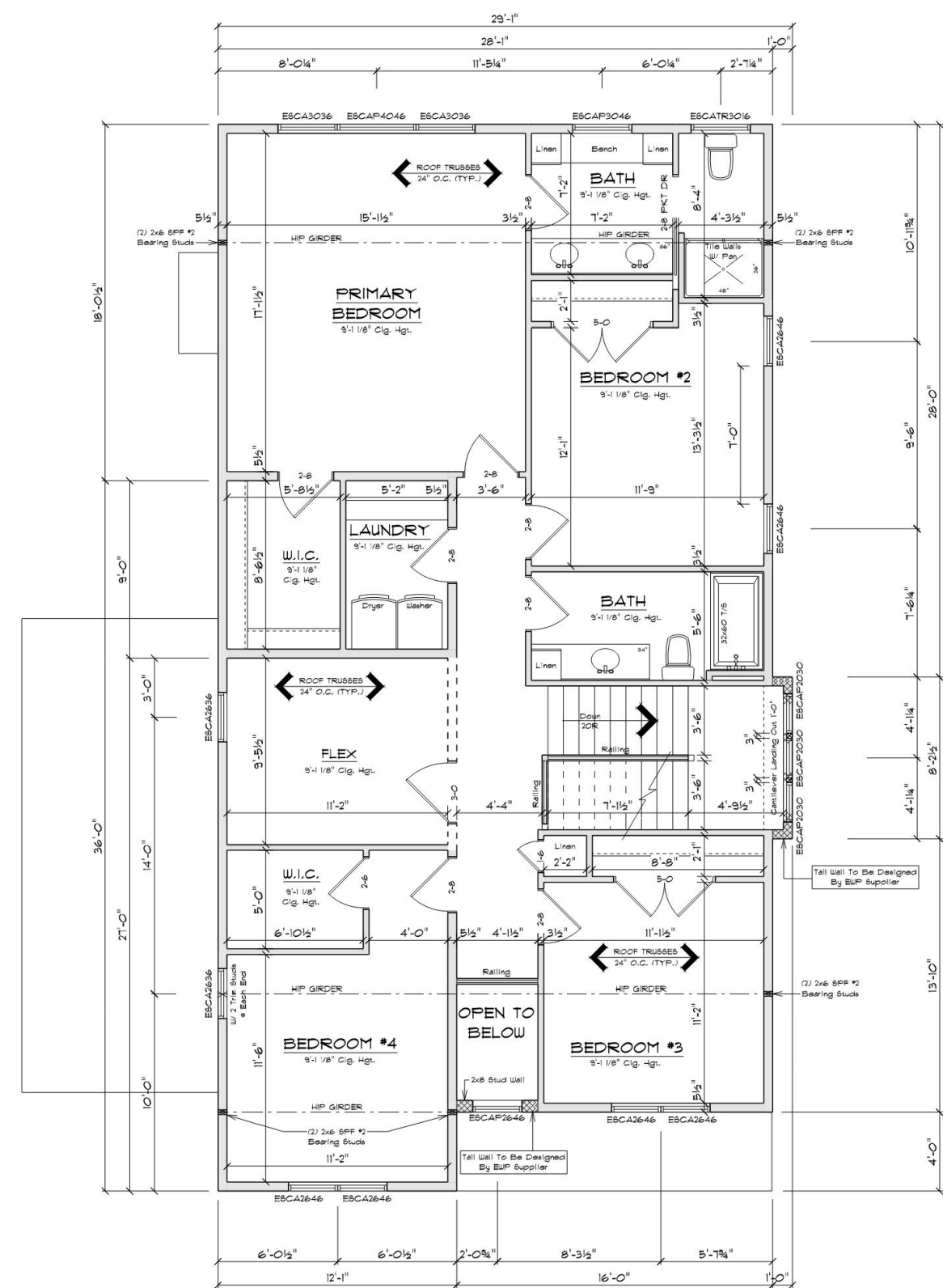


FIRST FLOOR PLAN

UNITS 113 AND 114

FIRST FLOOR AREA = 1052 S.F.

GARAGE FLOOR AREA = 659 S.F.



SECOND FLOOR PLAN

UNITS 113 AND 114

SECOND FLOOR AREA = 1345 S.F.

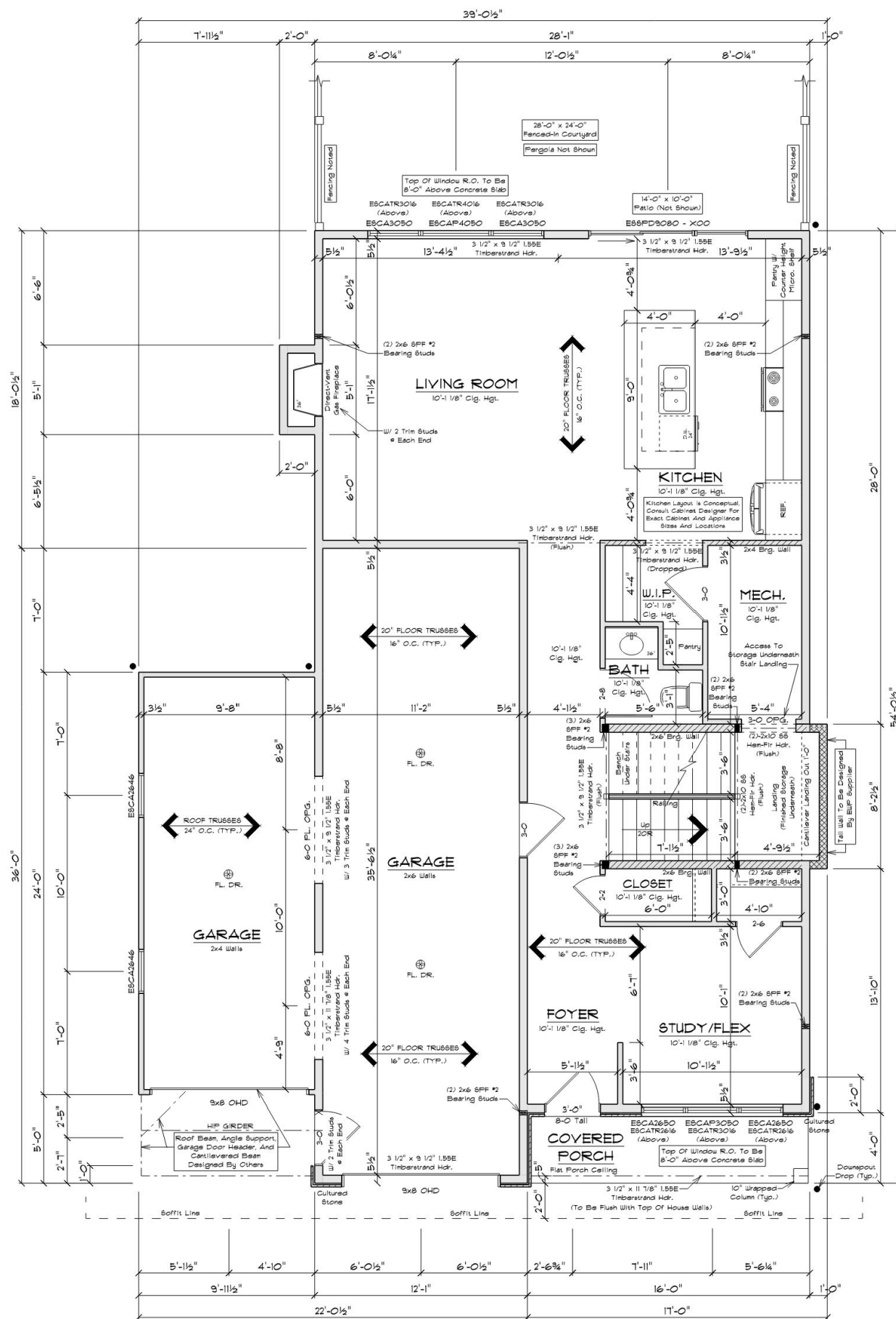
NOTES:
1. UNIT SQUARE FOOTAGE DISPLAYED HEREON ARE BASED ON ARCHITECTURAL PLANS PROVIDED BY THE CLIENT.

2. BUILDING PLANS WERE PROVIDED BY THE CLIENT OR ARCHITECT AND DO NOT REPRESENT AS-BUILT CONDITIONS.

3. ANY SIGNIFICANT CHANGES TO THE BUILDINGS FLOOR PLAN AND/OR CONFIGURATION WILL REQUIRE AN ADDENDUM TO THIS CONDOMINIUM PLAT.

BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 8407 RECORDED AS DOCUMENT NO. 2280011, BEING PART OF GOVERNMENT LOTS 4, 5, 6, 7 AND 8 OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN

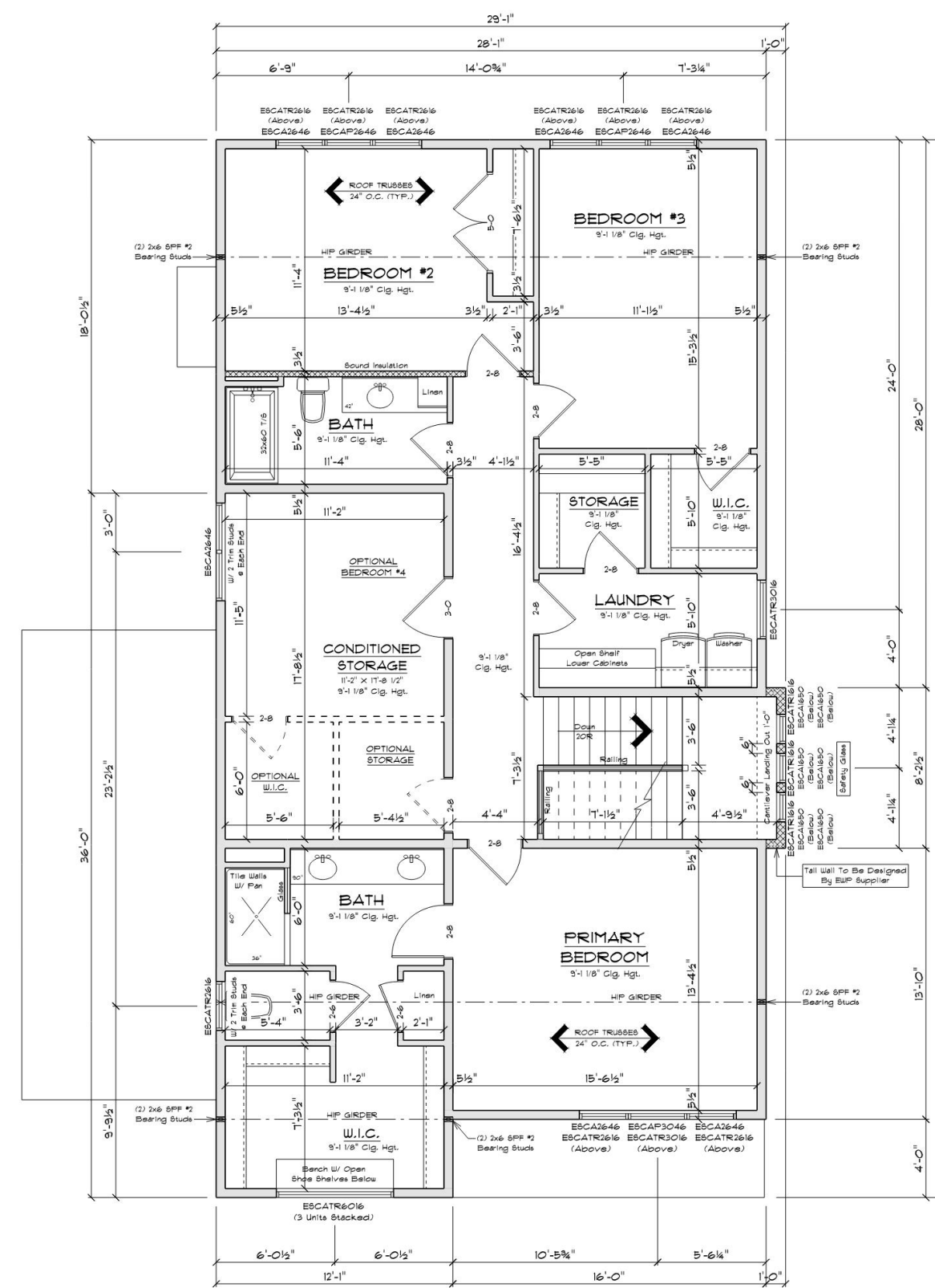


FIRST FLOOR PLAN

UNIT 115

FIRST FLOOR AREA = 1052 S.F.

GARAGE FLOOR AREA = 659 S.F.



SECOND FLOOR PLAN

UNIT 115

SECOND FLOOR AREA = 1167 S.F.

CONDITIONED STORAGE = 204 S.F.

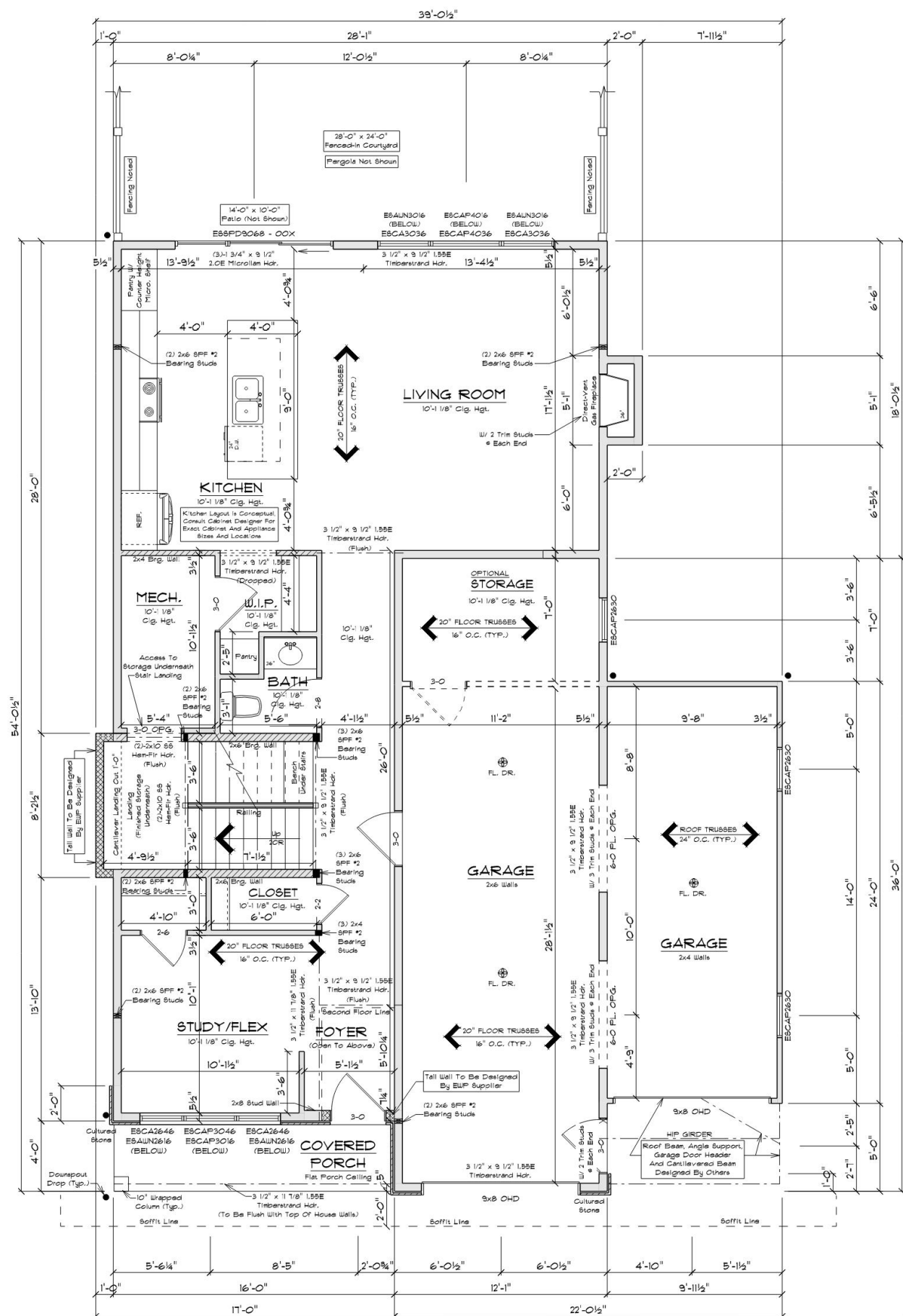
NOTES:
1. UNIT SQUARE FOOTAGE DISPLAYED HEREON ARE BASED ON ARCHITECTURAL PLANS PROVIDED BY THE CLIENT.

2. BUILDING PLANS WERE PROVIDED BY THE CLIENT OR ARCHITECT AND DO NOT REPRESENT AS-BUILT CONDITIONS.

3. ANY SIGNIFICANT CHANGES TO THE BUILDINGS FLOOR PLAN AND/OR CONFIGURATION WILL REQUIRE AN ADDENDUM TO THIS CONDOMINIUM PLAT.

BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 8407 RECORDED AS DOCUMENT NO. 2280011, BEING PART OF GOVERNMENT LOTS 4, 5, 6, 7 AND 8 OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN

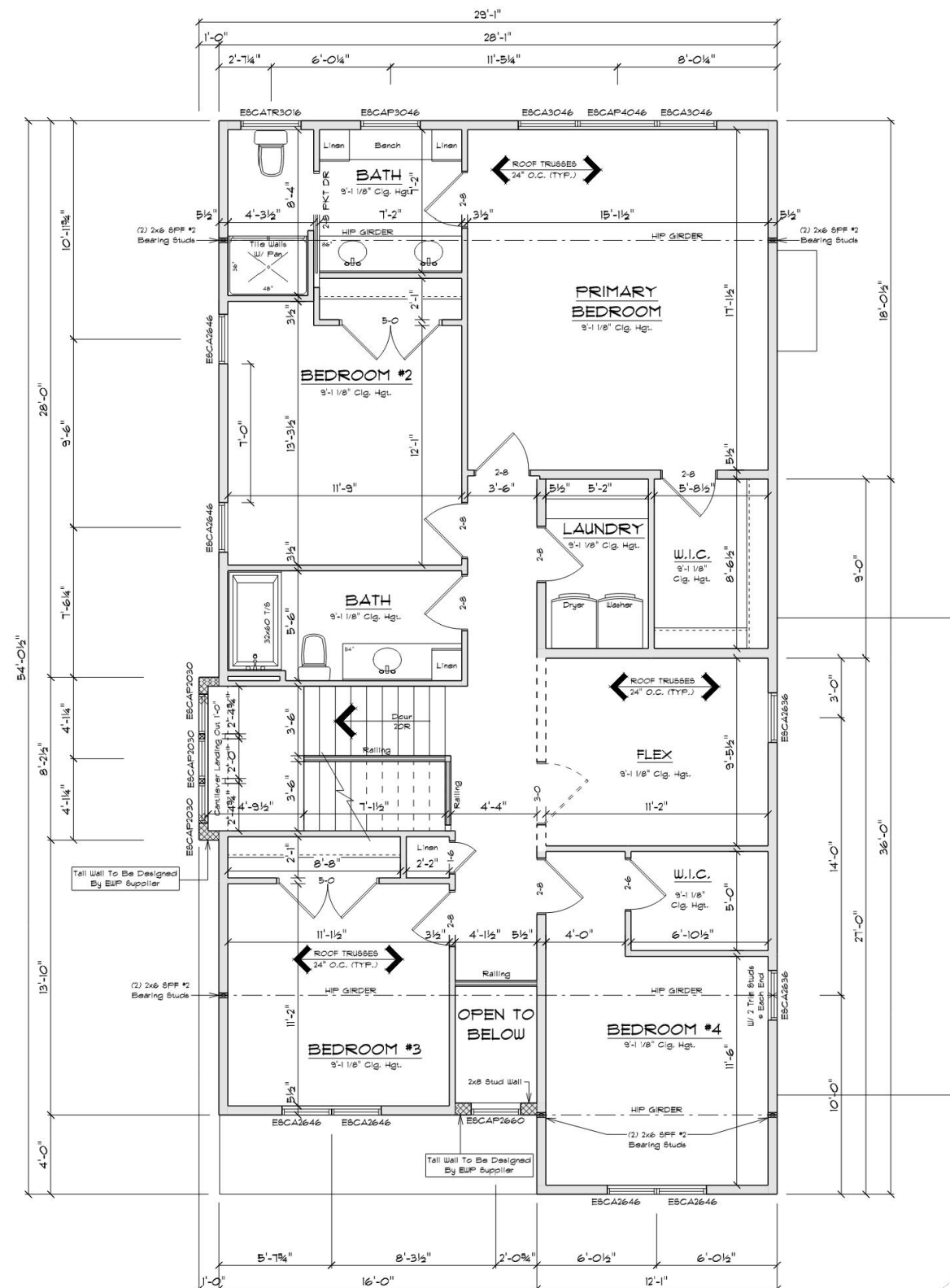


FIRST FLOOR PLAN

UNIT 116

FIRST FLOOR AREA = 1052 S.F.

GARAGE FLOOR AREA = 659 S.F.



SECOND FLOOR PLAN

UNIT 116

SECOND FLOOR AREA = 1345 S.F.

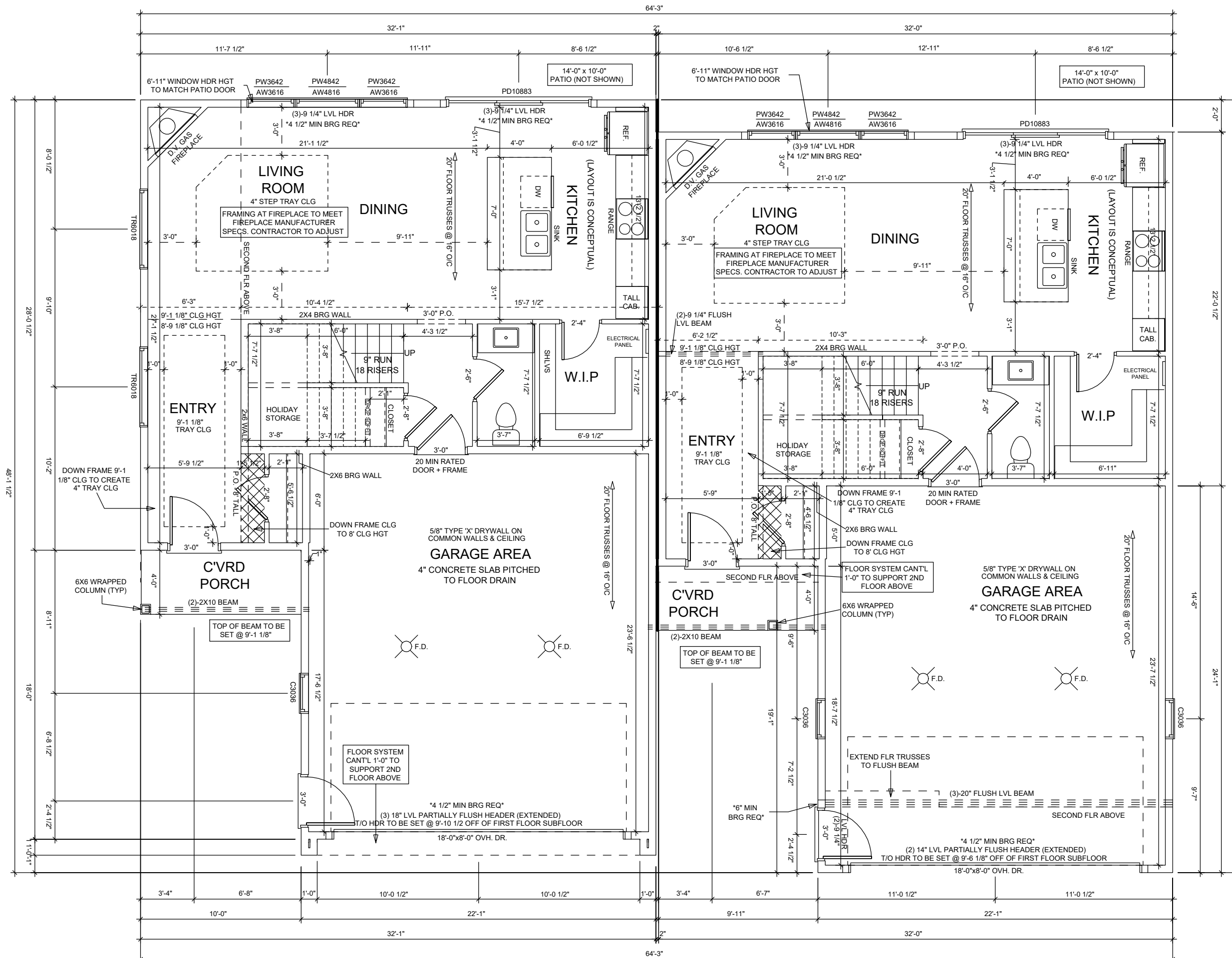
NOTES:
1. UNIT SQUARE FOOTAGE DISPLAYED HEREON ARE BASED ON ARCHITECTURAL PLANS PROVIDED BY THE CLIENT.

2. BUILDING PLANS WERE PROVIDED BY THE CLIENT OR ARCHITECT AND DO NOT REPRESENT AS-BUILT CONDITIONS.

3. ANY SIGNIFICANT CHANGES TO THE BUILDINGS FLOOR PLAN AND/OR CONFIGURATION WILL REQUIRE AN ADDENDUM TO THIS CONDOMINIUM PLAT.

BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

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UNITS 121, 125, 127 AND 174
FIRST FLOOR AREA = 770 S.F.
GARAGE FLOOR AREA = 527 S.F.

FIRST FLOOR PLAN

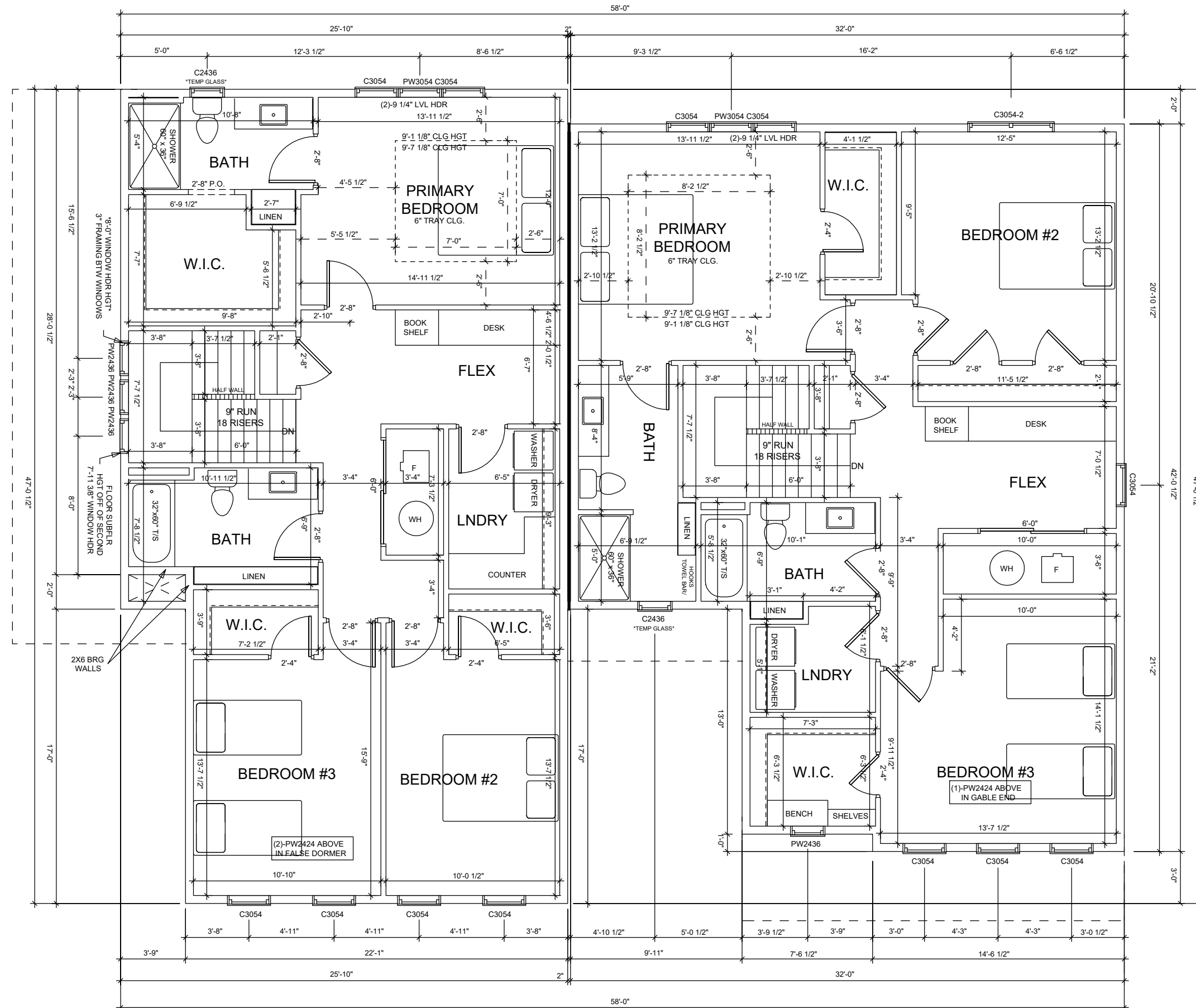
UNITS 122, 126, 128 AND 175
FIRST FLOOR AREA = 758 S.F.
GARAGE FLOOR AREA = 527 S.F.

- NOTES:
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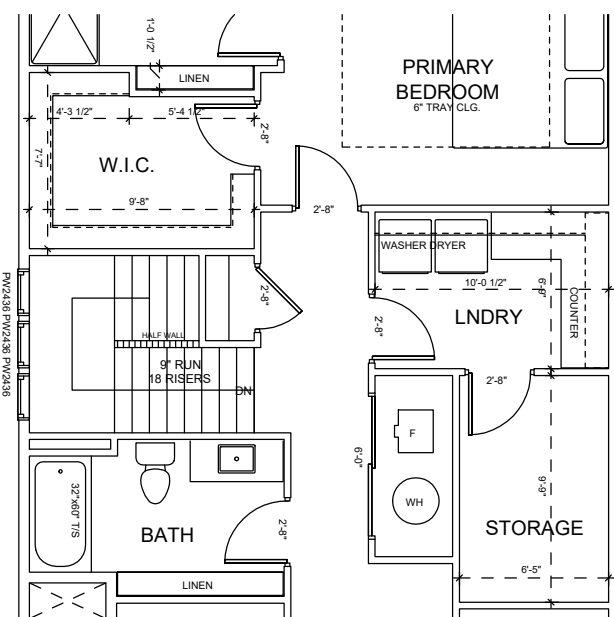
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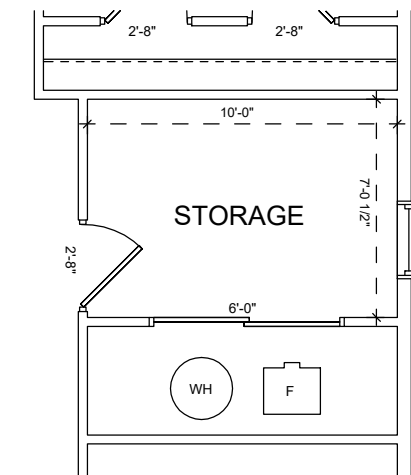
SECOND FLOOR PLAN

UNITS 121, 125, 127 AND 174
SECOND FLOOR AREA = 1112 S.F.

UNITS 122, 126, 128 AND 175
SECOND FLOOR AREA = 1155 S.F.



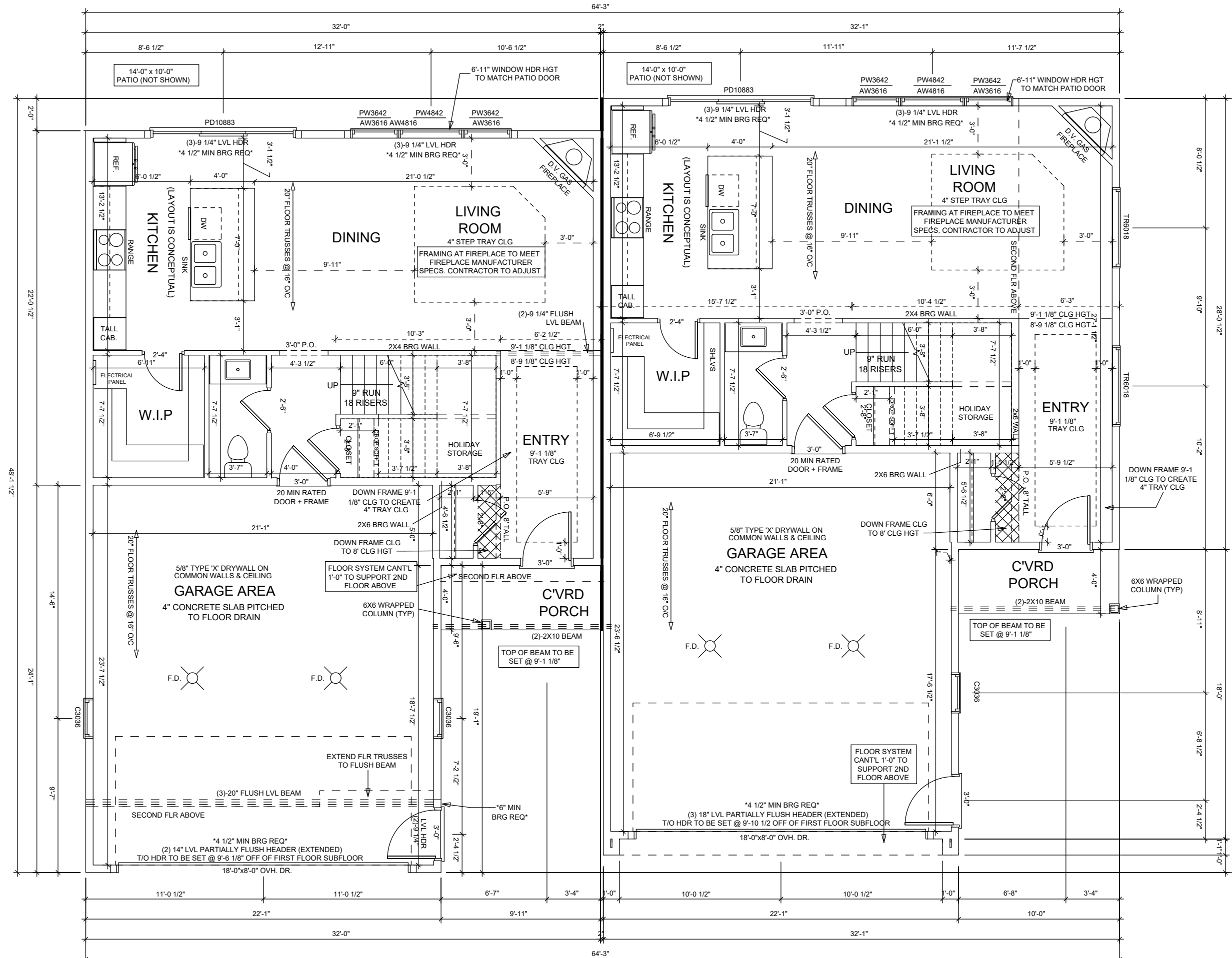
OPTIONAL LNDRY/STORAGE
UNITS 121, 125 AND 127



OPTIONAL STORAGE
UNITS 122, 126 AND 128

BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 8407 RECORDED AS DOCUMENT NO. 2280011, BEING PART OF GOVERNMENT LOTS 4, 5, 6, 7 AND 8 OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN



UNITS 123 AND 129
FIRST FLOOR AREA = 758 S.F.
GARAGE FLOOR AREA = 527 S.F.

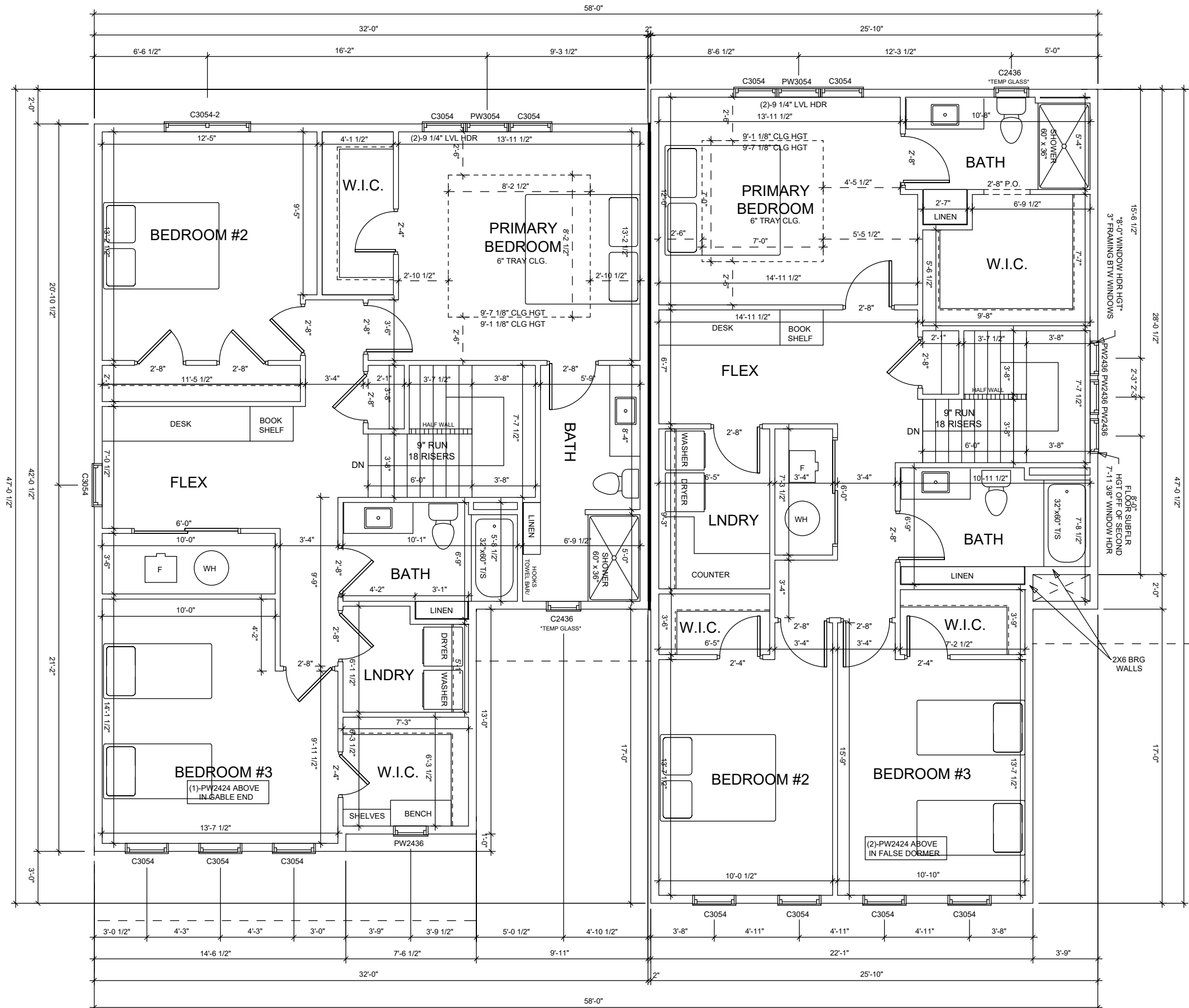
FIRST FLOOR PLAN

UNITS 124 AND 130
FIRST FLOOR AREA = 770 S.F.
GARAGE FLOOR AREA = 527 S.F.

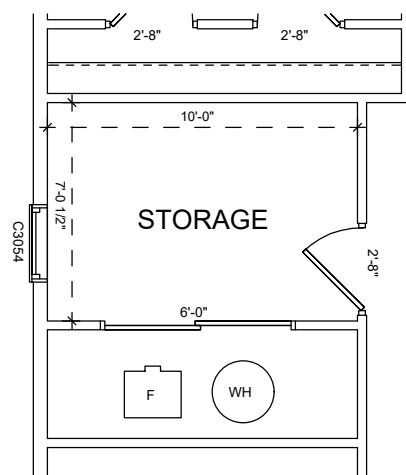
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BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

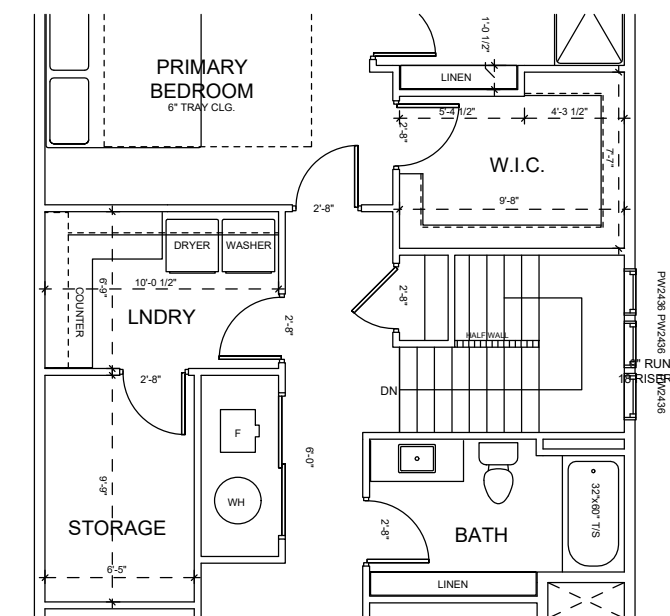
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OPTIONAL STORAGE
UNITS 123 AND 129



OPTIONAL LNDRY/STORAGE
UNITS 124 AND 130

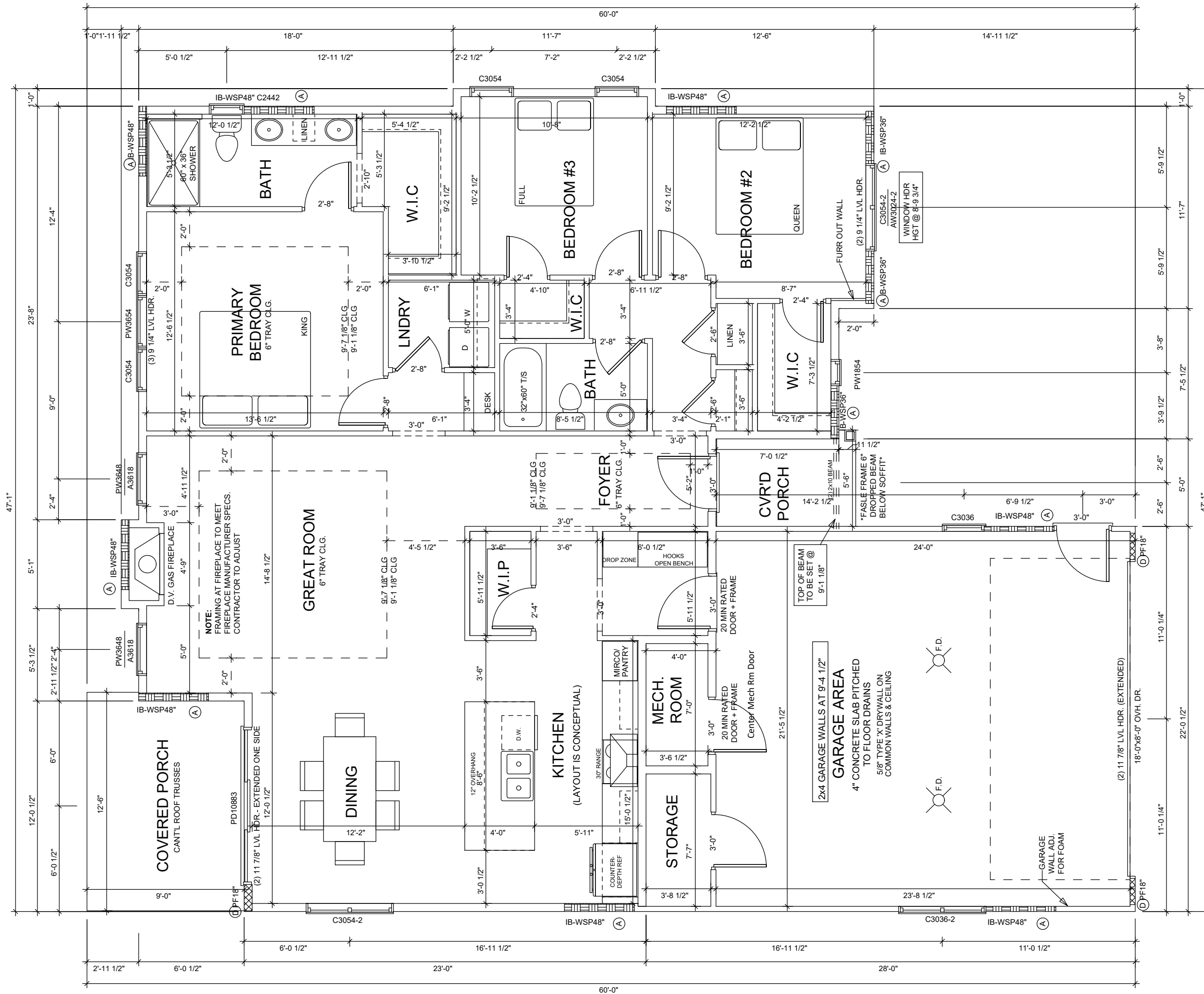
SECOND FLOOR PLAN

UNITS 123 AND 129
SECOND FLOOR AREA = 1155 S.F.

UNITS 124 AND 130
SECOND FLOOR AREA = 1112 S.F.

BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 8407 RECORDED AS DOCUMENT NO. 2280011, BEING PART OF GOVERNMENT LOTS 4, 5, 6, 7 AND 8 OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN



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FIRST FLOOR PLAN

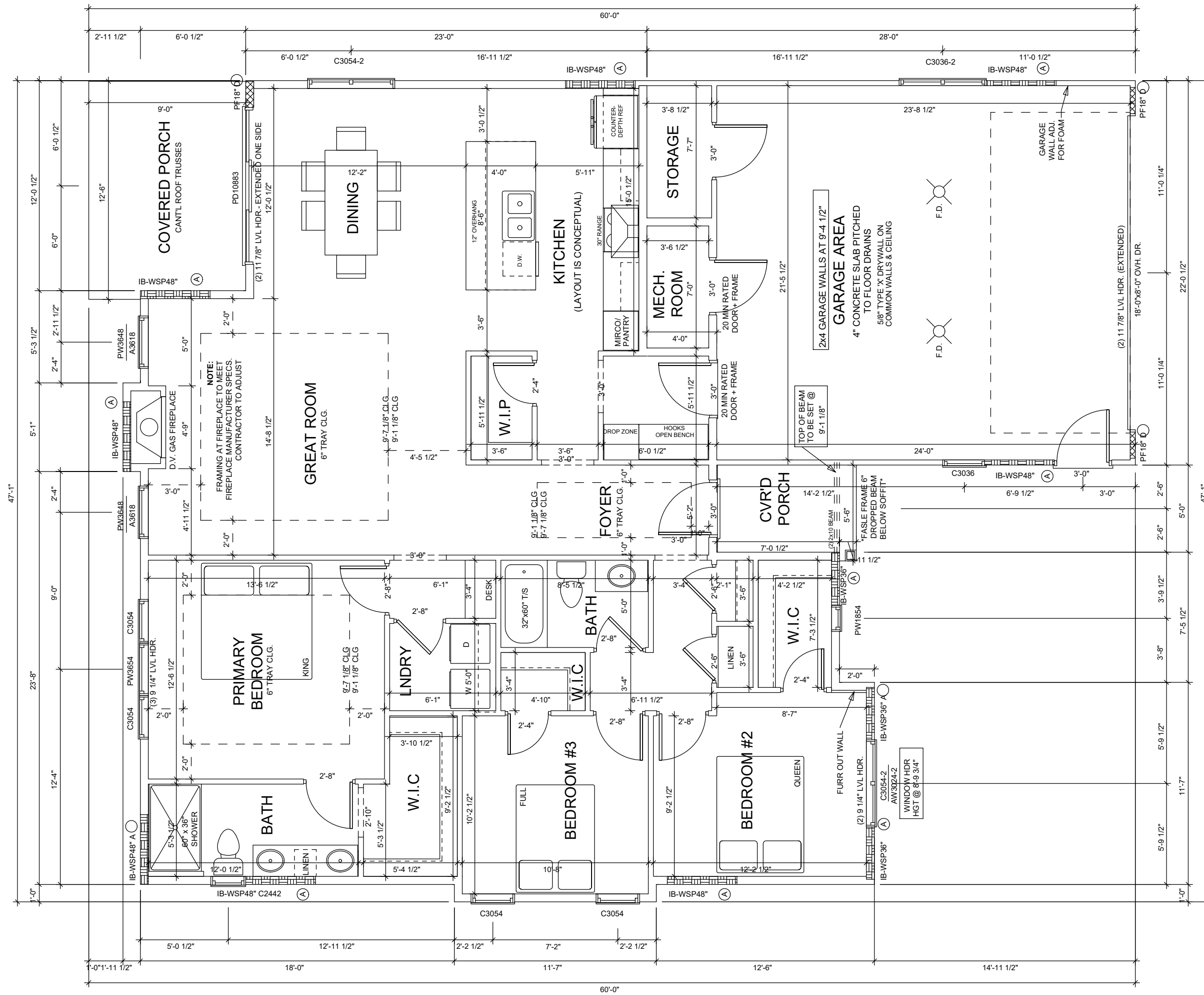
UNITS 142 AND 167

FIRST FLOOR AREA = 1563 S.F.

GARAGE FLOOR AREA = 590 S.F.

BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 8407 RECORDED AS DOCUMENT NO. 2280011, BEING PART OF GOVERNMENT LOTS 4, 5, 6, 7 AND 8 OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN



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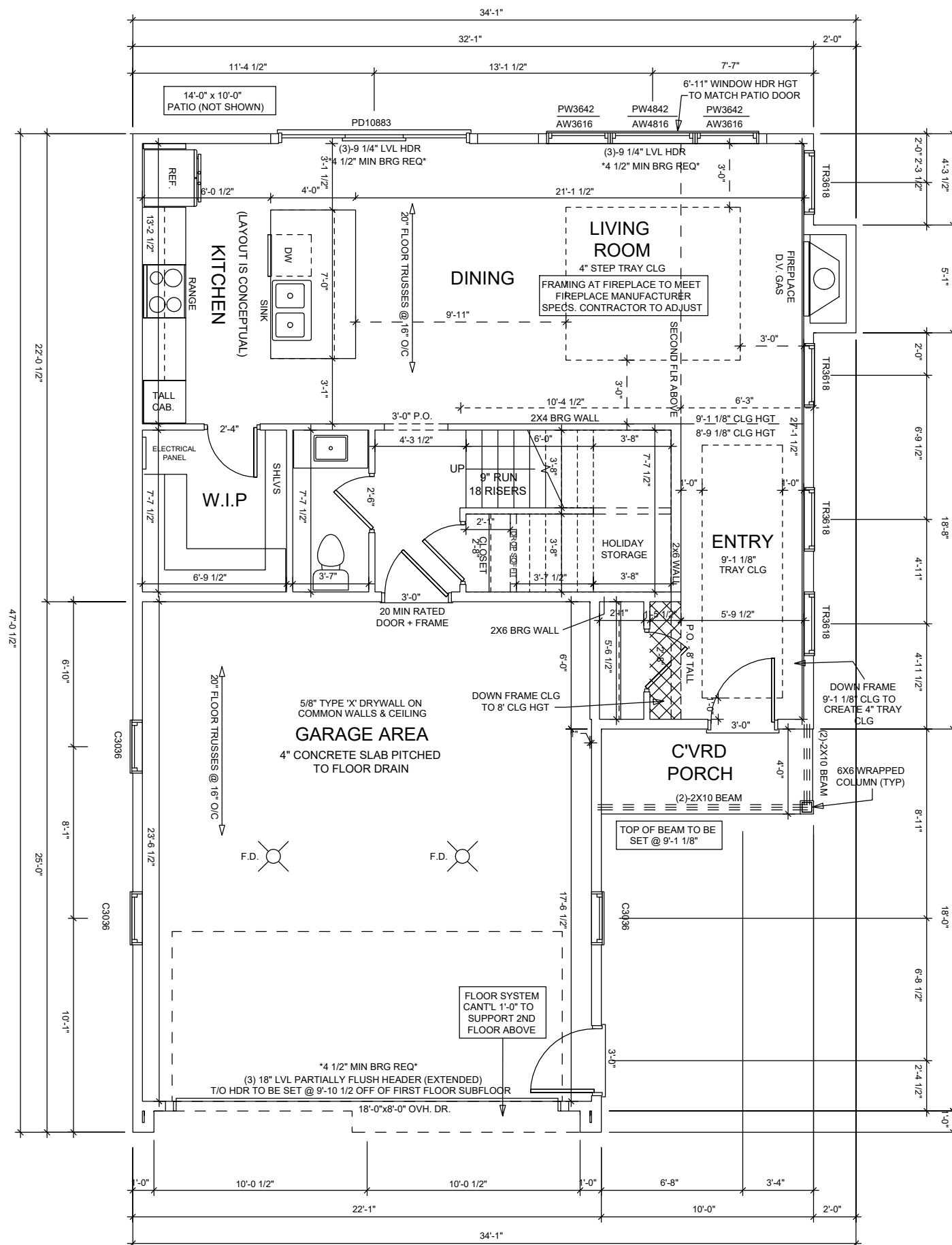
FIRST FLOOR PLAN

UNIT 143

FIRST FLOOR AREA = 1563 S.F.
GARAGE FLOOR AREA = 590 S.F.

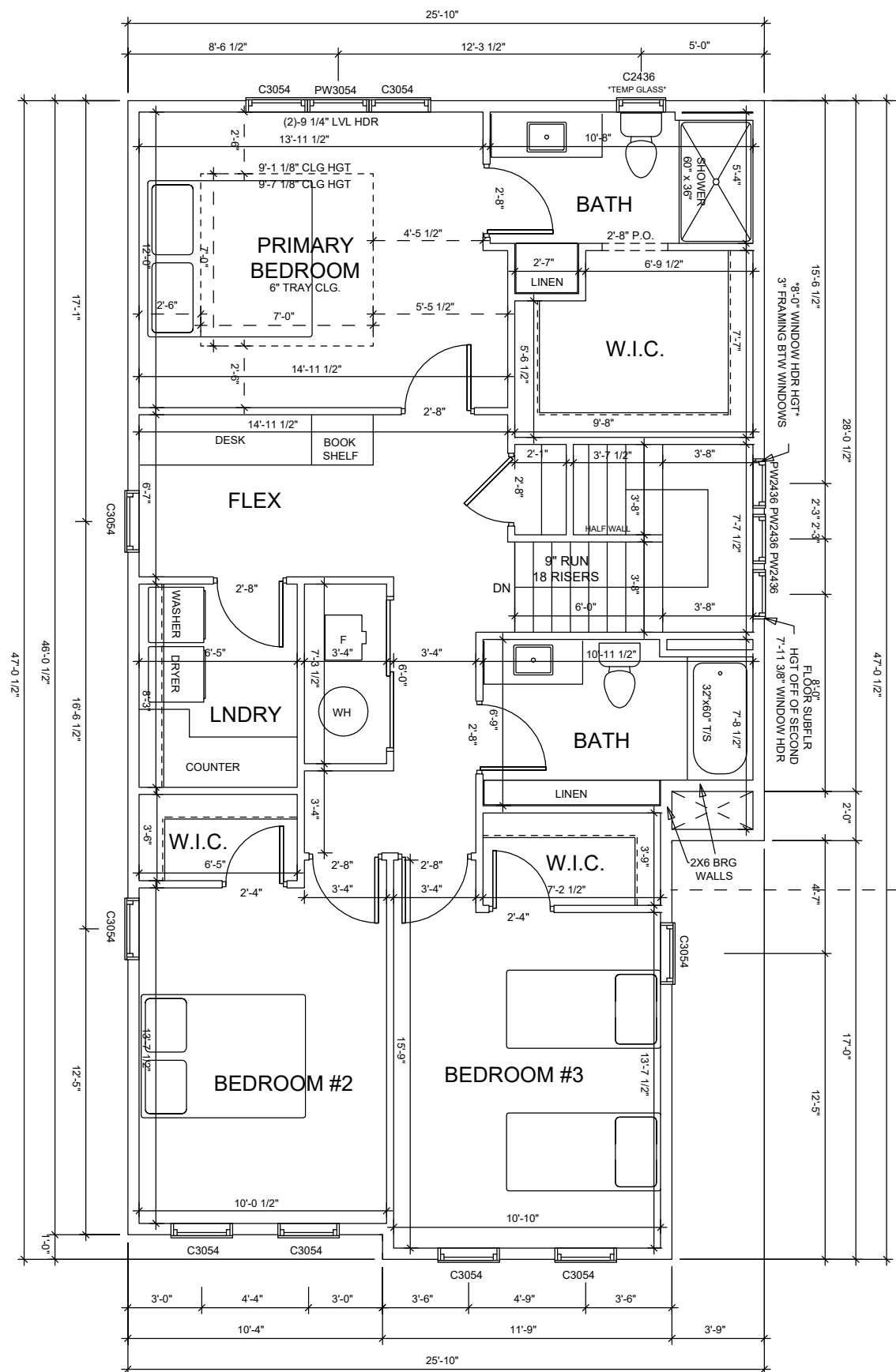
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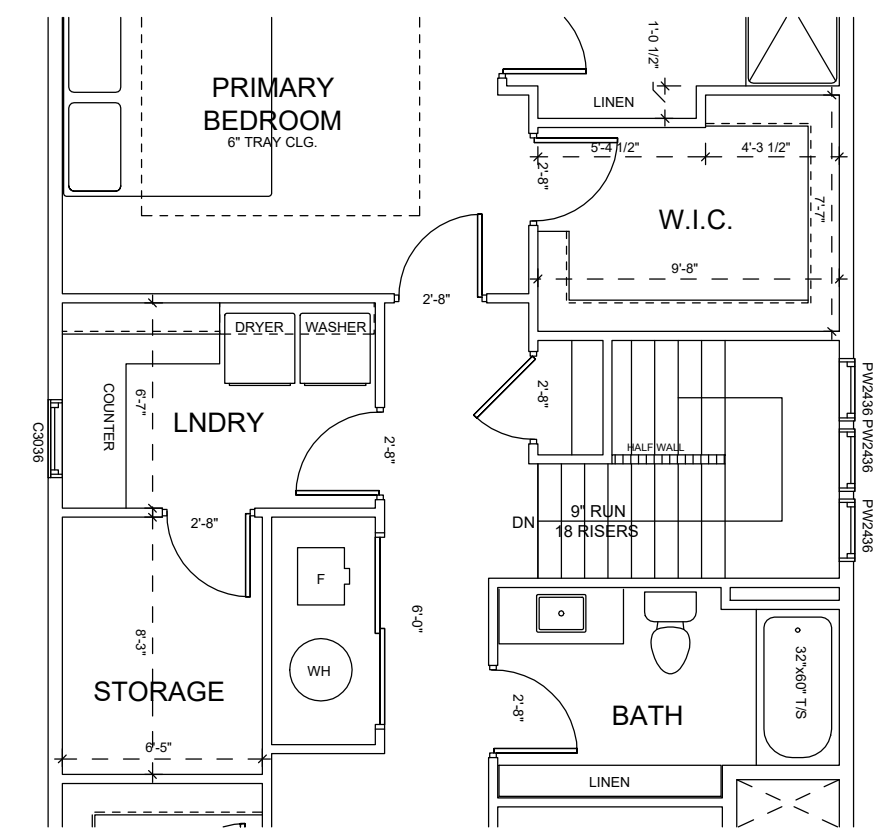
FIRST FLOOR PLAN

UNITS 120, 141, 166 (GARAGE LEFT)
UNITS 117, 118, 119, 144 (MIRRORED, GARAGE RIGHT)
FIRST FLOOR AREA = 770 S.F.
GARAGE FLOOR AREA = 527 S.F.



SECOND FLOOR PLAN

UNITS 120, 141, 166 (GARAGE LEFT)
UNITS 117, 118, 119, 144 (MIRRORED, GARAGE RIGHT)
SECOND FLOOR AREA = 1102 S.F.

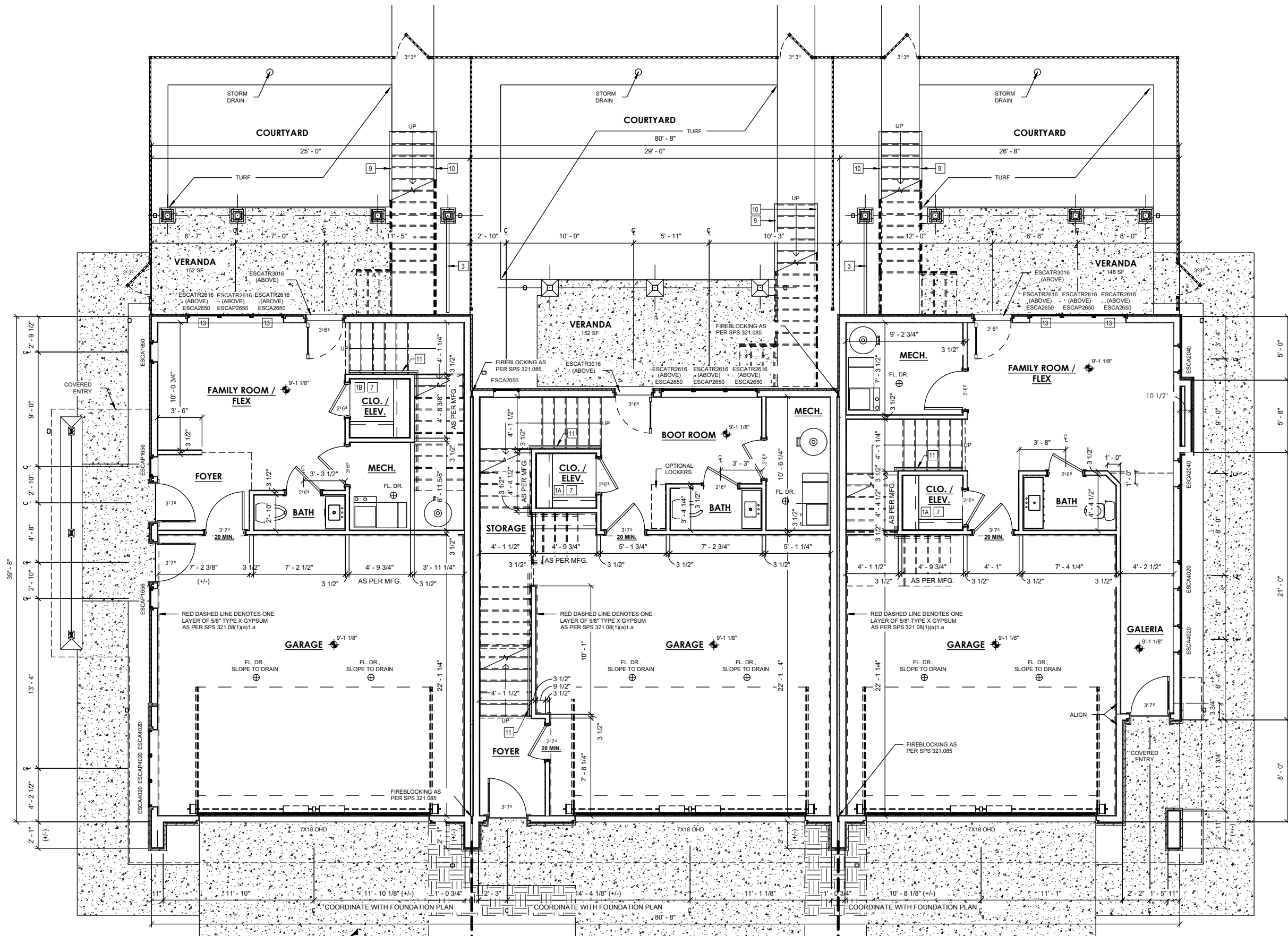


OPTIONAL LNDRY/STORAGE

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FIRST FLOOR PLAN

PER PLAN: UNIT 131
MIRRORED PLAN: UNITS 136, 151, 162, 165, 170, 173
FIRST FLOOR AREA = 427 S.F.
GARAGE FLOOR AREA = 575 S.F.

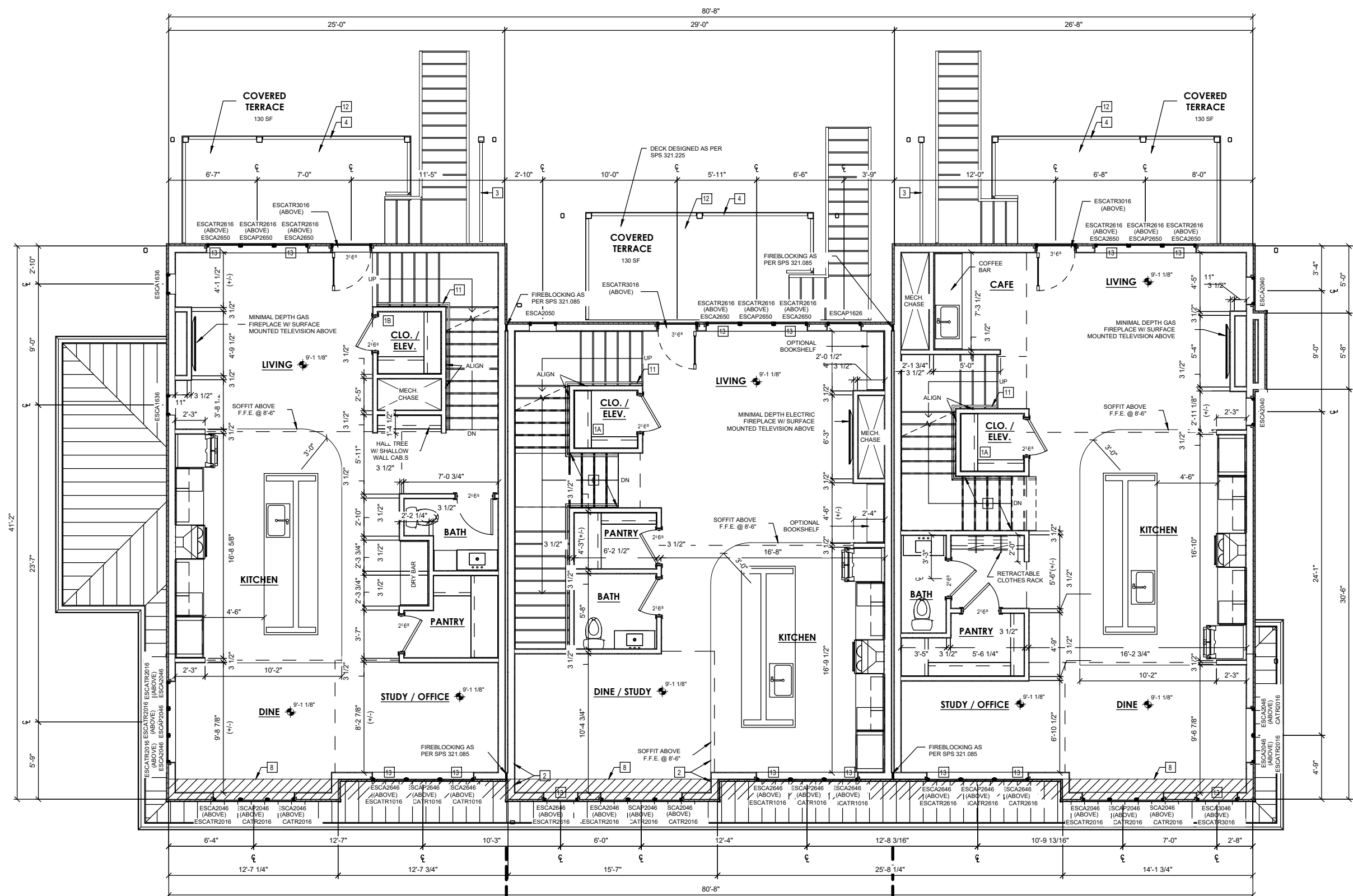
UNIT 132
UNITS 135, 150, 161, 164, 169, 172
FIRST FLOOR AREA = 431 S.F.
GARAGE FLOOR AREA = 541 S.F.

UNIT 133
UNITS 134, 149, 160, 163, 168, 171
FIRST FLOOR AREA = 533 S.F.
GARAGE FLOOR AREA = 500 S.F.

- NOTES:
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SECOND FLOOR PLAN

PER PLAN: UNIT 131
MIRRORED PLAN: UNITS 136, 151, 162, 165, 170, 173
SECOND FLOOR AREA = 1018 S.F.

UNIT 132
UNITS 135, 150, 161, 164, 169, 172
SECOND FLOOR AREA = 995 S.F.

UNIT 133
UNITS 134, 149, 160, 163, 168, 171
SECOND FLOOR AREA = 1086 S.F.

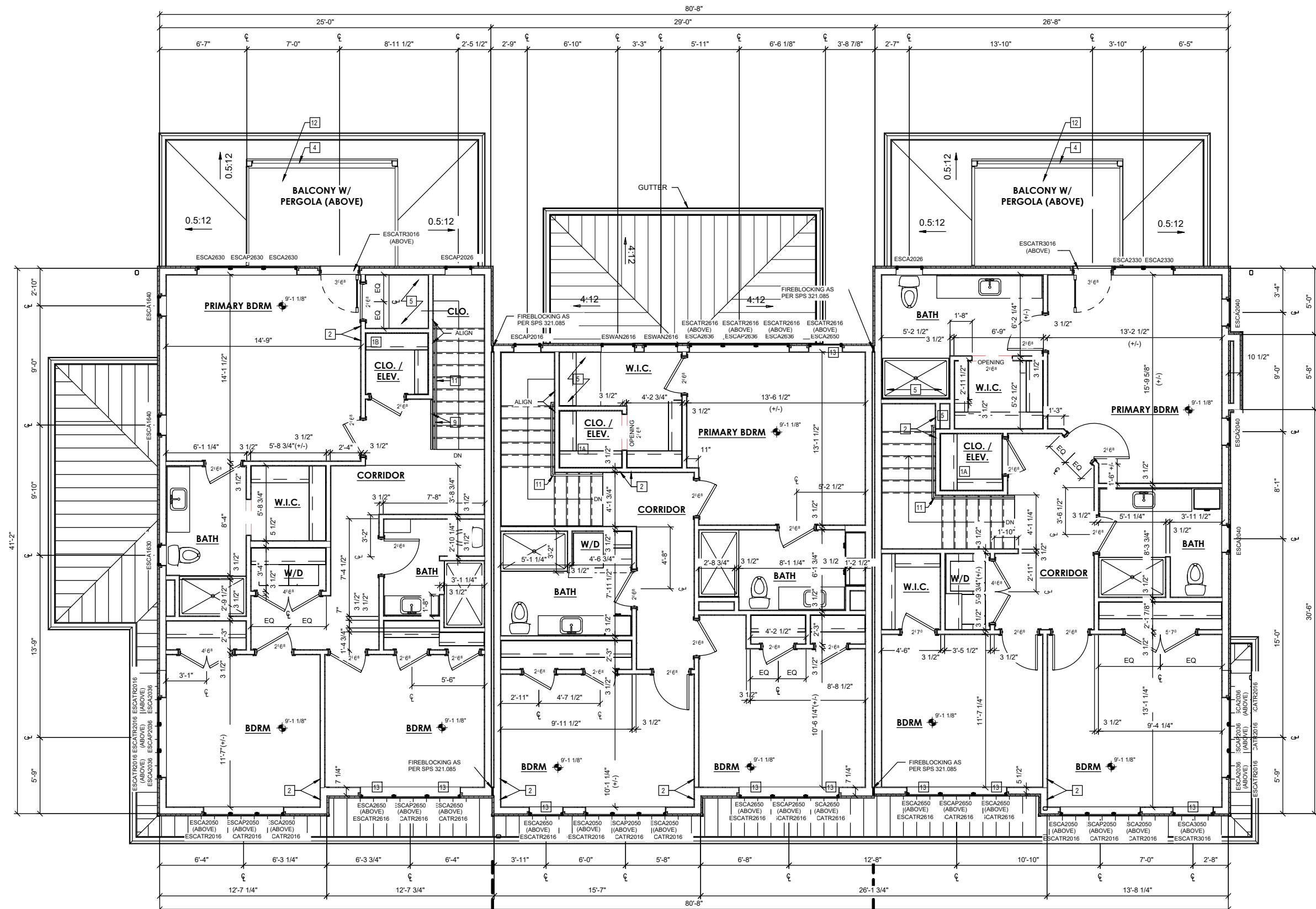
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THIRD FLOOR PLAN

PER PLAN: UNIT 131
MIRRORED PLAN: UNITS 136, 151, 162, 165, 170, 173
THIRD FLOOR AREA = 1018 S.F.

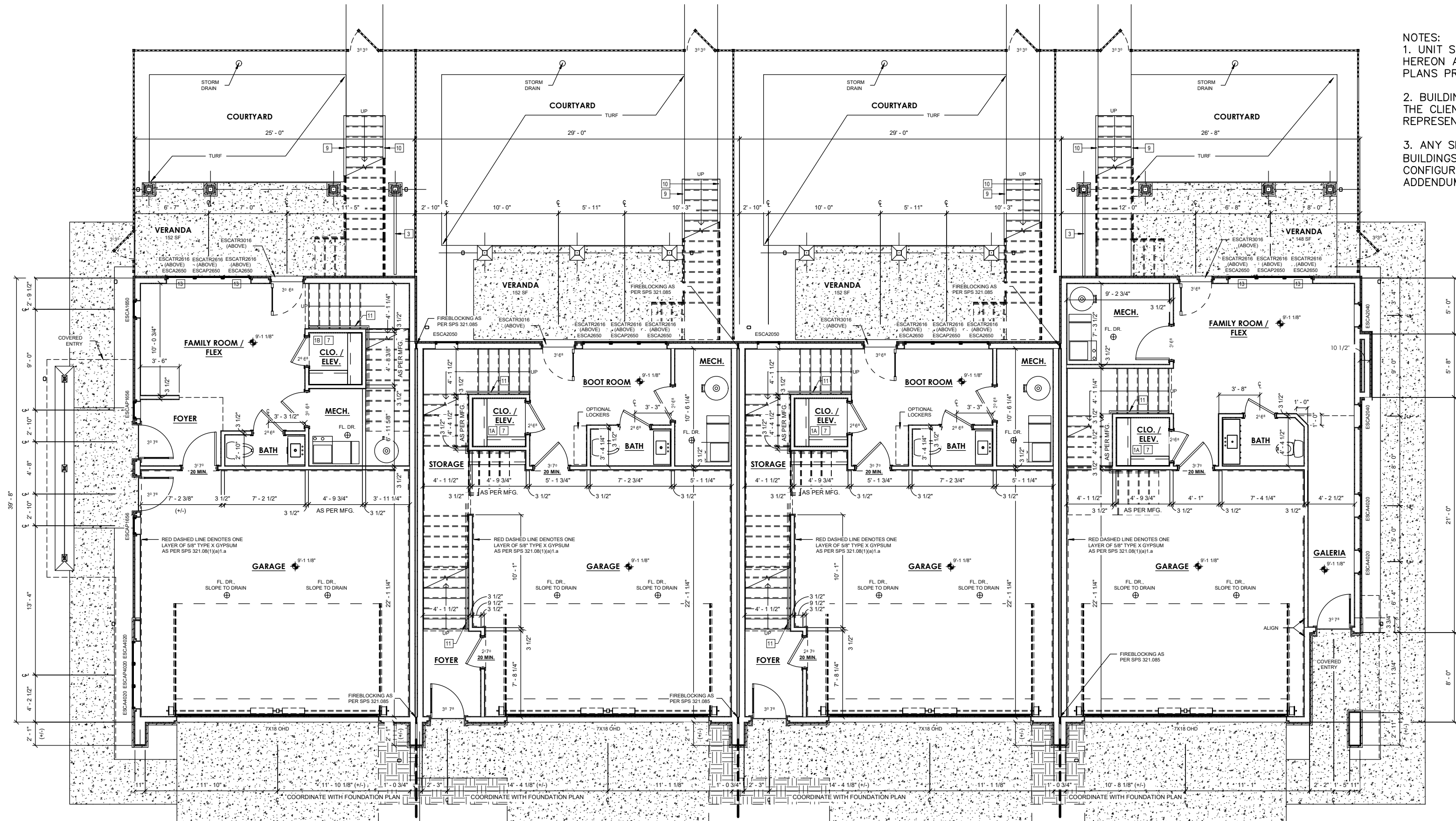
UNIT 132
UNITS 135, 150, 161, 164, 169, 172
THIRD FLOOR AREA = 995 S.F.

UNIT 133
UNITS 134, 149, 160, 163, 168, 171
THIRD FLOOR AREA = 1086 S.F.

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FIRST FLOOR PLAN

MIRRORED PLAN: UNITS 140 AND 148
FIRST FLOOR AREA = 427 S.F.
GARAGE FLOOR AREA = 575 S.F.

UNITS 139 AND 147
FIRST FLOOR AREA = 431 S.F.
GARAGE FLOOR AREA = 541 S.F.

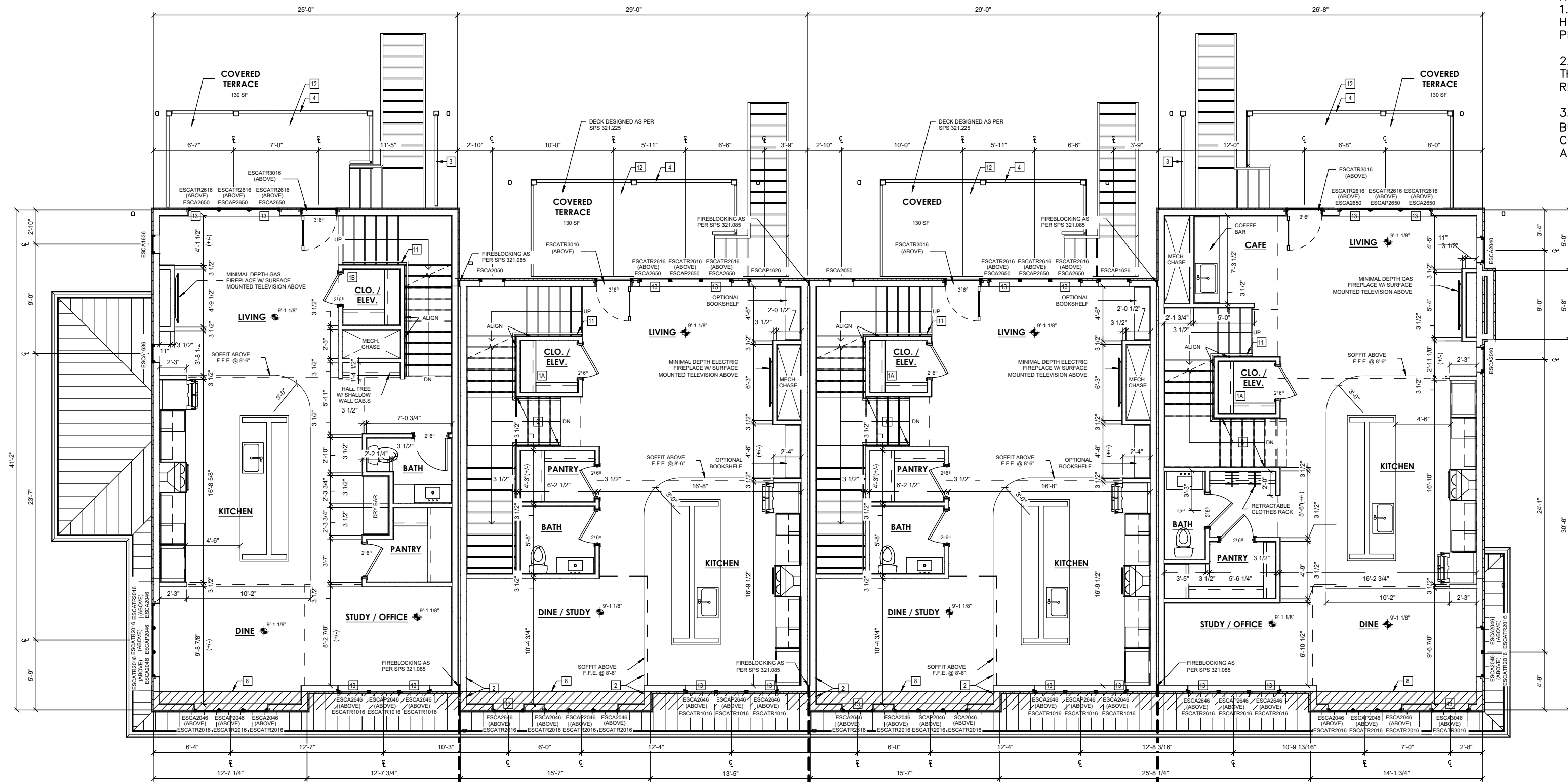
UNITS 138 AND 146
FIRST FLOOR AREA = 431 S.F.
GARAGE FLOOR AREA = 541 S.F.

UNITS 137 AND 145
FIRST FLOOR AREA = 533 S.F.
GARAGE FLOOR AREA = 500 S.F.

BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

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SECOND FLOOR PLAN

MIRRORED PLAN: UNITS 140 AND 148
SECOND FLOOR AREA = 1018 S.F.

UNITS 139 AND 147
SECOND FLOOR AREA = 995 S.F.

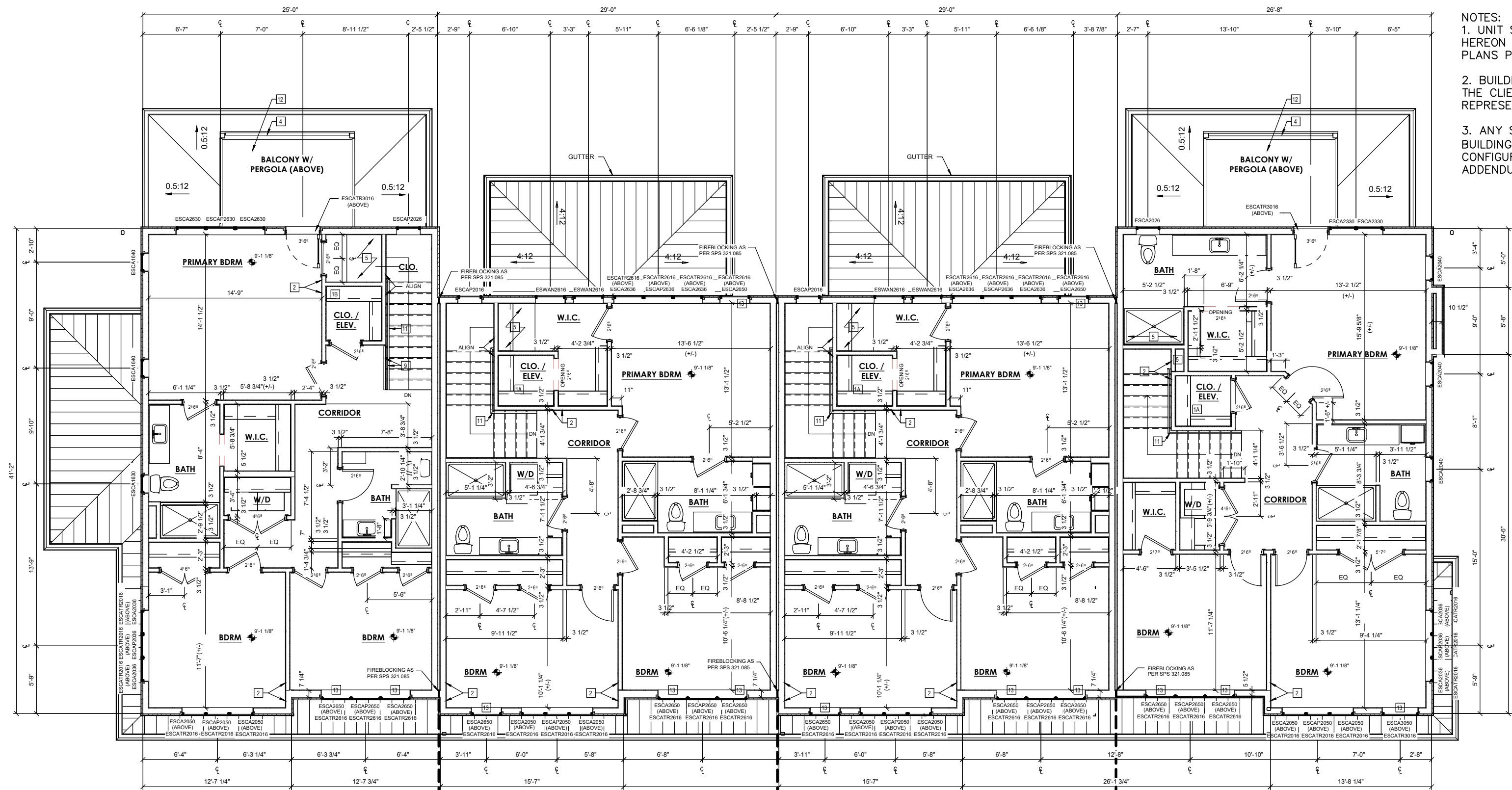
UNITS 138 AND 146
SECOND FLOOR AREA = 995 S.F.

UNITS 137 AND 145
SECOND FLOOR AREA = 1086 S.F.

BLUE AT THE TRAIL CONDOMINIUM

AN EXPANDABLE CONDOMINIUM

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THIRD FLOOR PLAN

MIRRORED PLAN: UNITS 140 AND 148
THIRD FLOOR AREA = 1018 S.F.

UNITS 139 AND 147
THIRD FLOOR AREA = 995 S.F.

UNITS 138 AND 146
THIRD FLOOR AREA = 995 S.F.

UNITS 137 AND 145
THIRD FLOOR AREA = 1086 S.F.

BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

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SURVEYOR'S CERTIFICATE:

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S-2327, do hereby certify that to the best of my knowledge and belief, that, in compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:

All of Lots 1 and 2 of Certified Survey Map No. 8407 recorded as Document No. 2280011, being part of Government Lots 4, 5, 6, 7 and 8 of Section 26, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin containing 818,973 square feet (18.816 acres±) of land more or less.

I further certify that this condominium plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from the Plat.

The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the Plat and the approximate dimensions and floor areas thereof.

Dated this _____ day of _____, 20_____

Douglas E. Woelz,
WI Professional Land Surveyor S-2327

DECLARED AREA:

All of Lot 2 of Certified Survey Map No. 8407 recorded as Document No. 2280011, being part of Government Lots 6 and 7 of Section 26, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin containing 113,950 square feet (2.616 acres) of land.

and

Part of Lot 1 of Certified Survey Map No. 8407 recorded as Document No. 2280011, being part of Government Lots 4, 5, 6, 7 and 8 of Section 26, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin containing 327,422 square feet (7.51 acres±) of land more or less and more fully described as follows:

Commencing at the Southwest corner of said Section 26; Thence N72°53'58"E, 664.04 feet along the South line of said Section 26 to the Southerly extension of the East right-of-way line of W. Wilson Street; Thence N00°16'00"E, 7778.17 feet along said extended East right-of-way line to the Southwest corner of Lot 2 of said Certified Survey Map No. 8407; Thence N89°26'58"E, 290.02 feet along the South line of said Lot 2, it's Easterly extension, and the North right-of-way line of Terra Blue Court to the East right-of-way line of Satori Trail and the Point of Beginning; Thence N00°16'02"E, 423.65 feet along said East right-of-way line to the start of a 71.50 foot radius curve to the left; Thence 52.90 feet continuing along said East right-of-way line, being the arc of said curve having a 51.70 foot chord which bears N20°55'38"W to the start of a 350.68 foot radius curve to the right; Thence 277.75 feet along the North line of an existing 20' Watermain Easement per Affidavit of Correction for Certified Survey Map No. 8407 recorded as Document No. 2300906, being the arc of said curve having a 270.55 foot chord which bears S70°42'34"E to the Westerly right-of-way line of Tanha Trail and the start of a 50.00 foot radius curve to the left; Thence 85.85 feet along said Westerly right-of-way line, being the arc of said curve having a 75.68 foot chord which bears S00°42'17"E to the start of a 20.00 foot radius curve to the right; Thence 19.16 feet continuing along said Westerly right-of-way line, being the arc of said curve having a 18.44 foot chord which bears S22°26'35"E to the start of a 1020.00 foot radius curve to the left; Thence 84.33 feet continuing along said Westerly right-of-way line, being the arc of said curve having a 84.31 foot chord which bears S02°38'08"W; Thence S00°16'02"W, 203.30 feet continuing along said Westerly right-of-way line to the North right-of-way line of Terra Blue Court and being a point hereinafter referred to as Point A; Thence S89°26'58"W, 242.02 feet along said North right-of-way line to the Point of Beginning; having an area of 106,168 square feet [2.437 acres].

and

Commencing at previously described Point A; Thence N89°26'58"E, 40.00 feet to the intersection of the North right-of-way line of Terra Blue Court and Easterly right-of-way line of Tanha Trail, being the Point of Beginning; Thence N00°16'02"E, 202.73 feet along said Easterly right-of-way line to the start of a 980.00 foot radius curve to the right; Thence 80.66 feet continuing along said Easterly right-of-way line, being the arc of said curve having a 80.64 foot chord which bears N02°37'30"E to the start of a 20.00 foot radius curve to the right; Thence 19.35 feet continuing along said Easterly right-of-way line, being the arc of said curve having a 18.60 foot chord which bears N32°41'45"E to the start of a 50.00 foot radius curve to the left; Thence 79.27 feet continuing along said Easterly right-of-way line, being the arc of said curve having a 71.22 foot chord which bears N14°59'29"E; Thence S86°37'23"E, 19.14 feet; Thence S55°04'49"E, 103.84 feet; Thence S47°57'54"E, 75.74 feet; Thence S52°04'48"E, 165.33 feet; Thence S05°25'11"W, 22.32 feet to the Northerly right-of-way line of Terra Blue Court and the start of a 60.00 foot radius curve to the left; Thence 115.19 feet along said Northerly right-of-way line, being the arc of said curve having a 98.30 foot chord which bears S37°09'10"W to the start of a 20.00 foot radius curve to the right; Thence 20.94 feet continuing along said Northerly right-of-way line, being the arc of said curve having a 20.00 foot chord which bears S12°09'10"W; Thence S42°09'10"W, 24.16 feet continuing along said Northerly right-of-way line to the start of a 45.00 foot radius curve to the right; Thence 37.15 feet continuing along said Northerly right-of-way line, being the arc of said curve having a 36.10 foot chord which bears S65°48'04"W, being a point hereinafter referred to as Point B; Thence S89°26'58"W, 209.23 feet continuing along said Northerly right-of-way line to the Point of Beginning; having an area of 79,165 square feet [1.817 acres].

and

Commencing at previously described Point B; Thence S38°00'51"E, 75.59 feet to the Southerly right-of-way line of Terra Blue Court and the Point of Beginning; Thence N42°09'10"E, 70.14 feet along said Southerly right-of-way line to the start of a 20.00 foot radius curve to the right; Thence 20.94 feet continuing along said Southerly right-of-way line, being the arc of said curve having a 20.00 foot chord which bears N72°09'10"E to the start of a 60.00 foot radius curve to the left; Thence 120.82 feet continuing along said Southerly right-of-way line, being the arc of said curve having a 101.41 foot chord which bears N44°28'03"E; Thence N80°52'13"E, 22.08 feet; Thence S47°49'53"E, 158.42 feet; Thence N89°26'58"E, 51.29 feet; Thence N42°08'27"E, 195.38 feet to the Southwesterly line of an existing 30' Sanitary Sewer, Public Trail & Ingress-Egress Easement created by said Certified Survey Map No. 8407; Thence N33°31'07"W, 108.11 feet along said Southwesterly line; Thence N41°28'48"W, 174.12 feet continuing along said Southwesterly line; Thence N53°36'57"W, 312.92 feet continuing along said Southwesterly line to the Southeasterly line of Outlot 1 of said Certified Survey Map No. 8407; Thence N34°59'48"E, 30.01 feet along said Southeasterly line of Outlot 1 to the most Northeasterly corner thereof; Thence N47°03'09"W, 78.17 feet along the Northerly line of said Outlot 1; Thence N55°00'12"W, 187.06 feet continuing along said Northerly line; Thence N59°17'38"W, 186.65 feet continuing along said Northerly line; Thence N77°35'36"W, 214.89 feet continuing along said Northerly line; Thence S80°41'24"W, 85.48 feet continuing along said Northerly line to the most Northwesterly corner of said Outlot 1; Thence S00°16'03"W, 31.31 feet along the West line of said Outlot 1 to the Southeasterly line of an existing 30' Sanitary Sewer, Public Trail & Ingress-Egress Easement created by said Certified Survey Map No. 8407; Thence S73°37'24"W, 219.21 feet along said Southeasterly line; Thence S62°50'50"W, 237.10 feet continuing along said Southeasterly line; Thence S80°32'01"W, 173.97 feet along said Southeasterly line to the East line of an existing 30' Storm Sewer, Sanitary Sewer, Public Trail & Ingress-Egress Easement created by said Certified Survey Map No. 8407; Thence S00°48'00"E, 92.97 feet along said East line to the North right-of-way line of E. Papermill Run; Thence S89°12'00"W, 30.00 feet along said North right-of-way line to the Southwest corner of said Lot 1 of Certified Survey Map No. 8407, being near the intersection of N. Pine Street and E. Papermill Run; Thence N00°48'00"W, 123.16 feet along the most Westerly line of said Certified Survey Map No. 8407 to the start of a Meander Line to the Southerly water's edge of the Fox River, being S00°48'00"E, 41 feet more or less from the Southerly water's edge of the Fox River; Thence N80°59'44"E, 130.81 feet along said Meander Line; Thence N65°00'14"E, 247.33 feet continuing along said Meander Line; Thence N74°26'42"E, 280.36 feet continuing along said Meander Line to the most Northwesterly corner of Outlot 1 of said Certified Survey Map No. 8407; Thence N80°41'24"E, 85.48 feet continuing along said Meander Line, coinciding with the Northerly line of said Outlot 1; Thence S77°35'36"E, 214.89 feet continuing along said Meander Line, coinciding with the Northerly line of said Outlot 1; Thence S59°17'38"E, 186.65 feet continuing along said Meander Line, coinciding with the Northerly line of said Outlot 1; Thence S55°00'12"E, 187.06 feet continuing along said Meander Line, coinciding with the Northerly line of said Outlot 1; Thence S47°03'09"E, 78.17 feet continuing along said Meander Line, coinciding with the Northerly line of said Outlot 1 to the most Northeasterly corner thereof; Thence S46°37'24"E, 613.01 feet continuing along said Meander Line to the Northwesterly right-of-way line of N. Washington Street (C.T.H. N) and the termination of said Meander Line, being S42°08'27"W, 32 feet more or less from the Southerly water's edge of the Fox River; Thence S42°08'27"W, 157.68 feet along said Northwesterly right-of-way line; Thence S27°36'02"W, 44.49 feet continuing along said Northwesterly right-of-way line; Thence S56°40'56"W, 42.34 feet continuing along said Northwesterly right-of-way line to the Southerly line of Lot 1 of said Certified Survey Map No. 8407; Thence S89°26'58"W, 332.79 feet along said Southerly line to the Point of Beginning, having an area of 142,089 square feet more or less [3.26 acres±]. Including all those lands lying between the above described Meander line and the Southerly water's edge of the Fox River.

CURVE TABLE							
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	475.00'	007°13'43"	59.93'	N87°11'09"W	59.89'	N83°34'17"W	S89°12'00"W
C2	32.00'	083°50'19"	46.82'	N41°39'08"W	42.76'	N00°16'02"E	N83°34'17"W
C3	71.50'	083°50'19"	104.62'	S41°39'08"E	95.54'	S83°34'17"E	S00°16'02"W
C4	71.50'	042°23'20"	52.90'	N20°55'38"W	51.70'	N00°16'02"E	N42°07'18"W
C5	71.50'	041°26'59"	51.73'	N62°50'48"W	50.60'	N42°07'18"W	N83°34'17"W
C6	350.68'	045°22'49"	277.75'	S70°42'34"E	270.55'	N86°36'01"E	S48°01'10"E
C7	350.68'	014°53'10"	91.11'	N55°27'44"W	90.85'	N48°01'10"W	N62°54'19"W
C8	350.68'	030°29'39"	186.64'	N78°09'09"W	184.45'	N62°54'19"W	S86°36'01"W
C9	980.00'	004°42'57"	80.66'	N02°37'30"E	80.64'	N04°58'59"E	N00°16'02"E
C10	20.00'	055°25'34"	19.35'	N32°41'45"E	18.60'	N60°24'32"E	N04°58'59"E
C11	50.00'	290°17'58"	253.33'	S84°44'27"E	57.14'	N49°53'25"W	S60°24'32"W
C12	50.00'	090°50'06"	79.27'	N14°59'29"E	71.22'	N60°24'32"E	N30°25'34"W
C13	50.00'	024°16'30"	21.18'	N42°33'49"W	21.03'	N30°25'34"W	N54°42'05"W
C14	50.00'	076°49'04"	67.04'	S86°53'23"W	62.13'	N54°42'05"W	S48°28'52"W
C15	50.00'	098°22'17"	85.85'	S00°42'17"E	75.68'	S48°28'52"W	S49°53'25"E
C16	20.00'	054°53'41"	19.16'	S22°26'35"E	18.44'	S05°00'15"W	S49°53'25"E
C17	1020.00'	004°44'13"	84.33'	S02°38'08"W	84.31'	S00°16'02"W	S05°00'15"W
C18	45.00'	047°17'48"	37.15'	S65°48'04"W	36.10'	S89°26'58"W	S42°09'10"W
C19	20.00'	060°00'00"	20.94'	S12°09'10"W	20.00'	S42°09'10"W	S17°50'50"E
C20	60.00'	150°00'00"	157.08'	N57°09'10"E	115.91'	N17°50'50"W	S47°50'50"E
C21	60.00'	110°00'01"	115.19'	S37°09'10"W	98.30'	N87°50'50"W	S17°50'50"E
C22	60.00'	039°59'59"	41.89'	N67°50'50"W	41.04'	N47°50'50"W	N87°50'50"W
C23	60.00'	150°00'00"	157.08'	S27°09'10"W	115.91'	S47°50'50"E	N77°50'50"W
C24	60.00'	034°37'47"	36.26'	S30°31'57"E	35.71'	S47°50'50"E	S13°13'03"E
C25	60.00'	115°22'13"	120.82'	N44°28'03"E	101.41'	S77°50'50"E	N13°13'03"W
C26	20.00'	060°00'00"	20.94'	N72°09'10"E	20.00'	S77°50'50"E	N42°09'10"E
C27	713.73'	005°58'24"	74.41'	N86°33'30"W	74.38'	N89°32'42"W	N83°34'17"W

BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 8407 RECORDED AS DOCUMENT NO. 2280011, BEING PART OF GOVERNMENT LOTS 4, 5, 6, 7 AND 8 OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN

EXPANSION AREAS:

EXPANSION AREA 105-106-107-108:

Part of Lot 1 of Certified Survey Map No. 8407 recorded as Document No. 2280011, being part of Government Lot 8 of Section 26, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin containing 15,375 square feet (0.353 acres) of land and more fully described as follows: Commencing at the Southwest corner of said Lot 1 of Certified Survey Map No. 8407, being near the intersection of N. Pine Street and E. Papermill Run; Thence N89°12'00"E, 30.00 feet along the North right-of-way line of E. Papermill Run to the East line of an existing 30' Storm Sewer, Sanitary Sewer, Public Trail & Ingress-Egress Easement created by said Certified Survey Map No. 8407 and the Point of Beginning; Thence N00°48'00"W, 92.97 feet along said East line to the Southeasterly line of an existing 30' Sanitary Sewer, Public Trail & Ingress-Egress Easement created by said Certified Survey Map No. 8407; Thence N80°32'01"E, 149.25 feet along said Southeasterly line; Thence S00°48'00"E, 115.45 feet to the North right-of-way line of E. Papermill Run; Thence S89°12'00"W, 147.54 feet along said North right-of-way line to the Point of Beginning.

EXPANSION AREA 109-110-111-112:

Part of Lot 1 of Certified Survey Map No. 8407 recorded as Document No. 2280011, being part of Government Lots 7 and 8 of Section 26, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin containing 23,761 square feet (0.545 acres) of land and more fully described as follows: Beginning at the Southeast corner of previously described Expansion Area 105-106-107-108; Thence N00°48'00"W, 115.45 feet to the Southeasterly line of an existing 30' Sanitary Sewer, Public Trail & Ingress-Egress Easement created by said Certified Survey Map No. 8407; Thence N80°32'01"E, 24.72 feet along said Southeasterly line; Thence N62°50'50"E, 152.40 feet along said Southeasterly line; Thence S00°48'00"E, 186.83 feet to the North right-of-way line of E. Papermill Run; Thence S89°12'00"W, 161.00 feet along said North right-of-way line to the Point of Beginning.

EXPANSION AREA 101:

Part of Lot 1 of Certified Survey Map No. 8407 recorded as Document No. 2280011, being part of Government Lots 6 and 7 of Section 26, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin containing 77,771 square feet (1.785 acres) of land and more fully described as follows: Beginning at the Southeast corner of previously described Expansion Area 109-110-111-112; Thence N00°48'00"W, 186.83 feet to the Southeasterly line of an existing 30' Sanitary Sewer, Public Trail & Ingress-Egress Easement created by said Certified Survey Map No. 8407; Thence N62°50'50"E, 84.70 feet along said Southeasterly line; Thence N73°37'24"E, 219.21 feet continuing along said Southeasterly line to the West line of Outlot 1 of said Certified Survey Map No. 8407; Thence S00°16'03"W, 85.76 feet along said West line of Outlot 1 to the Southwest corner thereof; Thence S89°43'57"E, 39.96 feet along the Southwesterly line of said Outlot 1; Thence S05°43'41"W, 226.02 feet to the North right-of-way line of E. Papermill Run; Thence N83°34'17"W, 123.77 feet along said North right-of-way line to the start of a 713.73 foot radius curve to the left; Thence 74.41 feet continuing along said North right-of-way line, being the arc of said curve having a 74.38 foot chord which bears N86°33'30"W; Thence N81°30'00"W, 41.28 feet continuing along said North right-of-way line; Thence S89°12'00"W, 62.02 feet continuing along said North right-of-way line to the Point of Beginning.

EXPANSION AREA 102:

Part of Lot 1 of Certified Survey Map No. 8407 recorded as Document No. 2280011, being part of Government Lot 6 of Section 26, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin containing 61,643 square feet (1.415 acres) of land and more fully described as follows: Beginning at the Southeast corner of previously described Expansion Area 101; Thence N05°43'41"E, 226.02 feet to the Southwesterly line of Outlot 1 of said Certified Survey Map No. 8407; Thence S89°43'57"E, 50.61 feet along said Southwesterly line; Thence S77°35'36"E, 185.21 feet continuing along said Southwesterly line; Thence S36°40'01"E, 71.12 feet continuing along said Southwesterly line; Thence S20°36'20"W, 201.68 feet to the North line of an existing 20' Watermain Easement per Affidavit of Correction for Certified Survey Map No. 8407 recorded as Document No. 2300906 being the start of a 350.68 foot radius curve to the left; Thence 186.64 feet along said North line, being the arc of said curve having a 184.45 foot chord which bears N78°09'09"W to the Northerly right-of-way line of E. Papermill Run and the start of a 71.50 foot radius curve to the left; Thence 51.73 feet along said Northerly right-of-way line, being the arc of said curve having a 50.60 foot chord which bears N62°50'48"W to the Point of Beginning.

EXPANSION AREA 152-153-154-155:

Part of Lot 1 of Certified Survey Map No. 8407 recorded as Document No. 2280011, being part of Government Lots 5 and 6 of Section 26, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin containing 27,836 square feet (0.639 acres) of land and more fully described as follows: Beginning at the Southeast corner of previously described Expansion Area 102; Thence N20°36'20"E, 201.68 feet to the Southwesterly line of Outlot 1 of said Certified Survey Map No. 8407; Thence S36°40'01"E, 52.25 feet along said Southwesterly line; Thence S55°00'12"E, 140.26 feet continuing along said Southwesterly line; Thence S34°59'48"W, 139.84 feet to the Northerly right-of-way line of Tanha Trail, being the start of a 50.00 foot radius curve to the left; Thence 67.04 feet along said Northerly right-of-way line, being the arc of said curve having a 62.13 foot chord which bears S86°53'23"W to the North line of an existing 20' Watermain Easement per Affidavit of Correction for Certified Survey Map No. 8407 recorded as Document No. 2300906 being the start of a 350.68 foot radius curve to the left; Thence 91.11 feet along said North line being the arc of said curve having a 90.85 foot chord which bears N55°27'44"W to the Point of Beginning.

EXPANSION AREA 156-157-158-159:

Part of Lot 1 of Certified Survey Map No. 8407 recorded as Document No. 2280011, being part of Government Lots 5 and 6 of Section 26, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin containing 19,117 square feet (0.439 acres) of land and more fully described as follows: Beginning at the Southeast corner of previously described Expansion Area 152-153-154-155; Thence N34°59'48"E, 139.84 feet to the Southwesterly line of Outlot 1 of said Certified Survey Map No. 8407; Thence S55°00'12"E, 140.68 feet along said Southwesterly line of Outlot 1 to the Southeast corner thereof; Thence S34°59'48"W, 134.20 feet along the Southwesterly extension of the Southeasterly line of said Outlot 1; Thence N55°04'49"W, 103.84 feet; Thence N86°37'23"W, 19.14 feet to the Northerly right-of-way line of Tanha Trail and the start of a 50.00 foot radius curve to the left; Thence 21.18 feet along said North line being the arc of said curve having a 21.03 foot chord which bears N42°33'49"W to the Point of Beginning.

EXPANSION AREA 103:

Part of Lot 1 of Certified Survey Map No. 8407 recorded as Document No. 2280011, being part of Government Lots 4 and 5 of Section 26, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin containing 84,547 square feet (1.941 acres) of land and more fully described as follows: Beginning at the Southeasterly corner of previously described Expansion Area 156-157-158-159; Thence N34°59'48"E, 261.88 feet along of the Southeasterly line of Outlot 1 of said Certified Survey Map No. 8407 and its Southwesterly extension to the Southwesterly line of an existing 30' Sanitary Sewer, Public Trail & Ingress-Egress Easement created by said Certified Survey Map No. 8407; Thence S53°36'57"E, 312.92 feet along said Southwesterly line; Thence S41°28'48"E, 9.45 feet continuing along said Southwesterly line; Thence S40°02'24"W, 281.92 feet to the Northerly right-of-way line of Terra Blue Court; Thence N47°50'50"W, 5.96 feet along said Northerly right-of-way line to the start of a 60.00 foot radius curve to the right; Thence 41.89 feet continuing said Northerly right-of-way line being the arc of said curve having a 41.04 foot chord which bears N67°50'50"W; Thence N05°25'11"E, 22.32 feet; Thence N52°04'48"W, 165.33 feet; Thence N47°57'54"E, 75.74 feet to the Point of Beginning.

EXPANSION AREA 104:

Part of Lot 1 of Certified Survey Map No. 8407 recorded as Document No. 2280011, being part of Government Lots 4 and 5 of Section 26, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin containing 67,551 square feet (1.551 acres) of land and more fully described as follows: Beginning at the most Southeasterly corner of previously described Expansion Area 103; Thence N40°02'24"E, 281.92 feet to the Southwesterly line of an existing 30' Sanitary Sewer, Public Trail & Ingress-Egress Easement created by said Certified Survey Map No. 8407; Thence S41°28'48"E, 164.67 feet along said Southwesterly line; Thence S33°31'07"E, 108.11 feet continuing along said Southwesterly line; Thence S42°08'27"W, 195.38 feet; Thence S89°26'58"W, 51.29 feet; Thence N47°49'53"W, 158.42 feet; Thence S80°52'13"W, 22.08 feet to the Northerly right-of-way line of Terra Blue Court and the start of a 60.00 foot radius curve to the right; Thence 36.26 feet along said Northerly right-of-way line being the arc of said curve having a 35.71 foot chord which bears N30°31'57"W; Thence N47°50'50"W, 14.04 feet continuing said Northerly right-of-way line to the Point of Beginning.

**DECLARATION OF
BLUE AT THE TRAIL CONDOMINIUM**

Return to:

Attorney Michael S. McGuire
DeWitt LLP
2391 Holmgren Way
Green Bay, WI 54304

Parcel Numbers

THIS DECLARATION OF BLUE AT THE TRAIL CONDOMINIUM ("**Declaration**"), is made this ___ day of _____, 2024, by Wilson Place, LLC, a Wisconsin limited liability company ("**Declarant**").

**ARTICLE I
DECLARATION**

Declarant hereby declares it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "**Property**"), and further declares the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "**Condominium Ownership Act**").

**ARTICLE II
NAME, DESCRIPTION OF PROPERTY**

2.01. Name. The name of the condominium created by this Declaration is Blue at the Trail Condominium (the "**Condominium**").

2.02. Legal Description. The land comprising the Property is located in the Village of Kimberly, County of Outagamie, State of Wisconsin, and is legally described as:

Lots 1 and 2 of CSM 8407, Document # 2280011

All of lots 1 and 2 of Certified Survey Map No. 1278, recorded in Volume 7 of maps on page 1278, as Document No. 1039393, and all of Lot 1 of Certified Survey Map No. 7474, recorded in Volume 45 of maps on page 7474, as Document No. 2121785, and all of Outlot 1 and Lot 11 of Certified Survey Map No. 7504, recorded in Volume 45 of maps on page 7504, as Document No. 2128429 and a part of Lots 7 and 8 of Hewitt's Subdivision, and part of the former Fox River Valley Railroad and vacated Wilson Street, all located in Government Lots 4, 5, 6, 7, and 8 of Section 26, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin.

2.03. Unit, Address and Group. The Building addresses of the Sub-Associations of the Condominium assigned by Group (group site plan attached hereto as Exhibit A) are:

<i>In order by Group</i>					
Voting Group	Sub-Association # (Site Plan Building #)	Sub-Association Address	No. of Units	Unit Street Address (s)	Unit Number
I	1*	870 Terra Blue	TBD	870 Terra Blue Court	103
II	5*	890 Terra Blue	TBD	890 Terra Blue Court	104
III	10*	820 Satori	TBD	820 Satori Trail	102
IV	17*	800 Satori	TBD	800 Satori Trail	101
V	3*	381 Tanha	4	381 Tanha Trail	156
				383 Tanha Trail	157
				385 Tanha Trail	158
				387 Tanha Trail	159
	7*	380 Tanha	4	380 Tanha Trail	155
				382 Tanha Trail	154
				384 Tanha Trail	153
				386 Tanha Trail	152
	24*	620 Papermill	4	620 Papermill Run	109
				622 Papermill Run	110
				624 Papermill Run	111
				626 Papermill Run	112
25*	600 Papermill	4	600 Papermill Run	105	
			602 Papermill Run	106	
			604 Papermill Run	107	
			606 Papermill Run	108	
VI	2	860 Terra Blue	3	860 Terra Blue Court	171
				862 Terra Blue Court	172
				864 Terra Blue Court	173
	6	852 Terra Blue	3	852 Terra Blue Court	168
				854 Terra Blue Court	169
				856 Terra Blue Court	170
	26	895 Terra Blue	3	885 Terra Blue Court	174

				883 Terra Blue Court	175
	4	373 Tanha	3	373 Tanha Trail	162
				375 Tanha Trail	161
				377 Tanha Trail	160
	9	361 Tanha	3	361 Tanha Trail	165
				363 Tanha Trail	164
				365 Tanha Trail	163
	11b	355 Tanha	1	355 Tanha Trail	166
	11a	351 Tanha	1	351 Tanha Trail	167
VII	8	372 Tanha	3	372 Tanha Trail	149
				374 Tanha Trail	150
				367 Tanha Trail	151
	12	360 Tanha	4	360 Tanha Trail	145
				362 Tanha Trail	146
				364 Tanha Trail	147
				366 Tanha Trail	148
	13b	354 Tanha	1	354 Tanha Trail	144
	13a	350 Tanha	1	350 Tanha Trail	143
	14	381 Satori	3	381 Satori Trail	133
				383 Satori Trail	132
				385 Satori Trail	133
	18	371 Satori	3	371 Satori Trail	136
				373 Satori Trail	135
				375 Satori Trail	134
	20	359 Satori	4	359 Satori Trail	140
				361 Satori Trail	139
				363 Satori Trail	138
				365 Satori Trail	137
	22a	351 Satori	1	351 Satori Trail	142
	22b	355 Satori	1	355 Satori Trail	141
VIII	15	380 Satori	2	380 Satori Trail	129
				382 Satori Trail	130
	16	372 Satori	2	372 Satori Trail	127
				374 Satori Trail	128
	19	362 Satori	2	362 Satori Trail	125
				364 Satori Trail	126
	21	356 Satori	2	356 Satori Trail	123
				358 Satori Trail	124
	23	350 Satori	2	350 Satori Trail	121
				352 Satori Trail	122
	W1	385 Wilson	1	385 Wilson Street	113
	W2	383 Wilson	1	383 Wilson Street	114
	W3	375 Wilson	1	375 Wilson Street	115
	W4	365 Wilson	1	365 Wilson Street	116
	W5	363 Wilson	1	363 Wilson Street	117
	W6	359 Wilson	1	359 Wilson Street	118
	W7	353 Wilson	1	353 Wilson Street	119
	W8	351 Wilson	1	351 Wilson Street	120

In order by Unit number

Unit #	Street Address	Unit #	Street Address	Unit #	Street Address
101	800 Satori Trail	127	372 Satori Trail	153	384 Tanha Trail
102	820 Satori Trail	128	374 Satori Trail	154	382 Tanha Trail
103	870 Terra Blue Court	129	380 Satori Trail	155	380 Tanha Trail
104	890 Terra Blue Court	130	382 Satori Trail	156	381 Tanha Trail
105	600 Papermill Run	132	383 Satori Trail	157	383 Tanha Trail
106	602 Papermill Run	133	381 Satori Trail	158	385 Tanha Trail
107	604 Papermill Run	133	385 Satori Trail	159	387 Tanha Trail
108	606 Papermill Run	134	375 Satori Trail	160	377 Tanha Trail
109	620 Papermill Run	135	373 Satori Trail	161	375 Tanha Trail
110	622 Papermill Run	136	371 Satori Trail	162	373 Tanha Trail
111	624 Papermill Run	137	365 Satori Trail	163	365 Tanha Trail
112	626 Papermill Run	138	363 Satori Trail	164	363 Tanha Trail
113	385 Wilson Street	139	361 Satori Trail	165	361 Tanha Trail
114	383 Wilson Street	140	359 Satori Trail	166	355 Tanha Trail
115	375 Wilson Street	141	355 Satori Trail	167	351 Tanha Trail
116	365 Wilson Street	142	351 Satori Trail	168	852 Terra Blue Court
117	363 Wilson Street	143	350 Tanha Trail	169	854 Terra Blue Court
118	359 Wilson Street	144	354 Tanha Trail	170	856 Terra Blue Court
119	353 Wilson Street	145	360 Tanha Trail	171	860 Terra Blue Court
120	351 Wilson Street	146	362 Tanha Trail	172	862 Terra Blue Court
121	350 Satori Trail	147	364 Tanha Trail	173	864 Terra Blue Court
122	352 Satori Trail	148	366 Tanha Trail	174	885 Terra Blue Court
123	356 Satori Trail	149	372 Tanha Trail	175	883 Terra Blue Court
124	358 Satori Trail	150	374 Tanha Trail		
125	362 Satori Trail	151	367 Tanha Trail		
126	364 Satori Trail	152	386 Tanha Trail		

* Building Nos. 1, 5, 10, 17, 3, 7, 24 and 25 currently do not have final building plans and are, at this time, identified as “future” on the Plat. The Plat will be amended as each respective building is designed and completed.

ARTICLE III DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall initially consist of Seventy-five (75) units (individually a “*Unit*” and collectively the “*Units*”) located in Thirty-seven (37) buildings (individually a “*Building*” and collectively the “*Buildings*”) as identified on the condominium Plat attached hereto as **Exhibit B** and made a part hereof (the “*Condominium Plat*”). Notwithstanding the foregoing, the total number of Units of the Condominium are subject to change based upon subsequent modifications as determined by final construction plans for Sub-Associations 1, 5, 10 and 17. The Condominium Plat indicates Building locations and types of each Building. The Buildings shall be identified as Building numbers: 1 – 26 (including 11, 13 and 22 - A and B) and W1 – W8, and address indicated above in Section 2.03. Each Building shall be governed by a separate sub-association (each, individually a “*Sub-Association*”) and each owner of a Unit is referred to as a Unit Owner. Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

(a) **Sub-Associations 1, 5, 10 and 17:** Units and Parking Spaces are identified on the Condominium Plat and the Building Floorplans. A copy of the Building Floorplans is attached hereto as **Exhibit C** and made part hereof. The first number of the Unit indicates the floor level of the primary resident entry to the Unit. The Unit number along with the building street address on the Condominium Plat is the address of each Unit. Units are defined as from plane of the interior face of the exterior wall framing stud, top of gypcrete/concrete subfloor and bottom face of framing ceiling truss/concrete plank and including appurtenant Limited Common Element (i.e., patio, balcony, parking space, etc.). All references to Sub-Associations 1, 5, 10, and 17 are subject to change based upon subsequent modifications as determined by final construction plans.

(b) **Sub-Associations 2 – 4, 6 – 9, 12, 14 – 21, 23 – 26 (Townhomes):** Units are identified by street address on the Condominium Plat. Units are defined as from plane of the interior face of the exterior wall framing stud, top of concrete subfloor and bottom face of framing ceiling truss and including appurtenant Limited Common Element (i.e., patio, balcony, courtyard, driveway, etc.).

(c) **Sub-Associations 11a, 11b, 13a, 13b, 22a, 22b, W1 – W8 (detached single family homes):** Units are identified by street address on the Condominium Plat. Units are defined as the entirety of the building structure and including appurtenant Limited Common Element (i.e., patio, balcony, courtyard, driveway, etc.).

3.02. Boundaries of Buildings. The boundaries of each Building shall be as follows:

(a) **Buildings 1, 5, 10, and 17:** The boundaries shall encompass the building footprint, street setback to building inclusive of each Buildings' parking area, area from Building / Parking to Common Pathways and retaining wall at rear of Building, and to the center point between Building number 1 and 5 and Building 10 and 17; example and represented on the Building 1 Boundary diagram attached hereto as **Exhibit D** and made a part hereof.

(b) **Townhomes and Single-Family Homes:** The boundaries shall encompass the Building footprint, front and side street setback to Building inclusive of drives and parking, from building to common pathway at rear and/or side of Building with the exception of Buildings 24 and 25 are from Building to Fox River Trail at rear of Building, to the center point between each two adjoining Buildings, and not inclusive of areas indicated as Common Areas or Amenities as indicated on the Development Concept Landscape Plan attached hereto as **Exhibit E** and made a part hereof. Any remaining boundary undefined shall be fifteen (15) feet from building.

ARTICLE IV DESCRIPTION OF PARKING SPACES

4.01. Identification of Parking Spaces. Designated indoor and outdoor parking and driveways for each Building and/or Unit within the Building are further defined within each Sub-Associations' respective governing terms. All off-street parking is designated as either Limited Common Area or exclusive to a Unit. Each owner of a Parking Space shall be referred to as a Parking Space Owner. A Parking Space may only be transferred appurtenant to a Unit, except Sub-Associations 1, 5, 10 and 17.

(a) ***Sub-Associations 1, 5, 10, 17:***

- (i) May transfer an individual Parking Space only to another Unit Owner within their building, and a 1- or 2-bedroom Unit must maintain and be transferred with minimum of one (1) Parking Space, and a 3-bedroom Unit must maintain and be transferred with minimum of two (2) Parking Spaces.
- (ii) ***Handicap-Accessible Parking Spaces:*** The building architectural plans include parking spaces identified by a number followed by the letter H (example, 3H). These Parking Spaces have been designated by the Architect as Handicap-Accessible Parking Spaces (these are spaces identified by the Architect as beneficially Handicap-Accessible, this does not stipulate these parking spaces may comply with Federal ADA guidelines). Any Unit may be assigned and own a Handicap parking space.

A current Unit Owner who possesses a Disabled Parking Identification (DIS ID) hang tag (whether due to permanent disability or temporary disability), as such term is defined by the Wisconsin Department of Transportation, is eligible to utilize a Handicap Parking Space, or a Unit in the process of being transferred to a new owner(s) who is legally documented to utilize a Handicap Parking Space where the current Unit or Unit being acquired does not include one or two Handicap Parking Spaces, dependent on the Unit's minimum Parking Spaces requirement and the new Unit Owner's number of individuals legally documented to utilize a Handicap parking space, the current Unit Owner or new Unit Owner the Unit, may submit a request to the Sub-Association Board to acquire a Handicap Parking Space via an equal exchange of Parking Spaces.

The Sub-Association Board shall provide a notification to all Unit Owners in possession of a Handicap Parking Space of the request to re-designate Unit ownership of a Handicap Parking Space, identify the current Parking Space which will be exchanged, and request of Unit Owners with an identified Handicap Parking Space to voluntarily consent to exchange Parking Spaces within fourteen (14) days. Should there be more Handicap Parking Spaces tendered than required, the requesting Unit Owner shall select the Handicap Parking Space, and the equal exchange and Unit re-designation of Parking Spaces documented. If no Unit Owners in possession of a Handicap Parking Space voluntarily consent to exchange within the initial fourteen (14) day period, the Sub-Association Board shall provide notification to the Unit Owner most recently acquiring a Handicap Parking Space, and who is not legally documented to utilize a Handicap Parking Space, their Unit's Handicap Parking Space will be exchanged equally and new Parking Space designated to their Unit on the latter of the last day of the current month or 14 days from Notification.

- (iii) ***EV charging parking spaces:*** The developer has designated 4 parking spaces as planned EV charging stations, identified by the space number followed by EV (example, 4EV). These spaces are provided by the developer and may become

assigned to individual Units. Until such time they become assigned and owned by an individual Unit Owner, they are available to be used by all Unit Owners, time limit for use of the EV space is forty-five (45) minutes.

A Unit Owner may, upon request and approval of the Sub-Association, have an EV charger installed at their individual parking space(s) at Unit Owner's expense. If approved by the Sub-Association, a Unit Owner shall, within 14 days of approval by the Sub-Association, provide notification of agreement to the Sub-Association Board of Directors of installation date and utilizing the Sub-Association's customary electrical contractor.

- (iv) **Compact parking spaces:** Four (4) parking spaces adjacent to the resident entrances have been designated for use of a compact vehicle by the Architect. These spaces are of a consideration by the developer and may be assigned to individual Units either by request or need.
 - (v) **Package carts:** four (4) package carts are provided in each parking garage, two (2) on each level at the main resident building entrance. Cart should be immediately returned to its designated space once use is completed.
 - (vi) **Lease of Parking Space:** Parking Spaces are owned by the Declarant until time of sale to a Unit Owner, or the Sub-Association. A Parking Space may be available for lease by a Unit Owner from the Declarant, Sub-Association or another Unit Owner. A lease of Parking Space from the Declarant or Sub-Association is a non-transferable lease on a first come / first serve basis, to run up to period of Unit Owners' time of ownership. Lease may not be included or transferred by sale of Unit without prior approval.
- (b) **Sub-Associations 1, 5, 10, and 17:** Parking Spaces sold by Declarant are specified within each Sub-Associations' terms.

**ARTICLE V
COMMON ELEMENTS
LIMITED COMMON ELEMENTS
PUBLIC COMMON ELEMENT**

5.01. Master Association Common Elements. The Master Association Condominium Common Elements ("**Common Elements**") include the following:

- (a) The Land; not to include Limited Common Areas within the boundary of each Building as defined above in 3.02;
- (b) Any ponds, any private streets or drives, outdoor parking areas, pedestrian walkways, courtyards, grills, firepits, play or entertainment areas, exterior lighting, security cameras, open park areas, dog run/park, designated mailbox areas and/or islands, or any other amenity located on the Land; except as defined in 5.01(a).

(c) Any other portion of the improvements to the Land which is not part of a Building as described above and not defined as a Limited Common Element herein.

5.02. Sub-Association Common Elements. Certain Common Elements shall be reserved for specific Buildings and Sub-Associations. Such Common Elements shall be referred to collectively as “Common Elements” for such Sub-Association. These Common Elements shall be reserved for the exclusive use of the Unit Owners of the appurtenant Building as described herein including parking spaces, storage space, patios, plazas, Unit patios and balconies, courtyards.

5.03. Sub-Association Limited Common Elements. The Sub-Associations may have certain Limited Common Elements as described in this Section that shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements” for the Sub-Association. The following Limited Common Elements shall be reserved for the exclusive use of the one or more Unit Owners as described herein:

(a) The Foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

(b) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;

(c) All paved driveways, sidewalks, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit;

(d) Mailbox islands, if any;

(e) Any of the plumbing, electrical mechanical and public or private utility lines serving more than one Unit but not all Units; and

(f) Any other portion of the improvements to the Land that is not part of the Unit as described above and benefits one but not all of the Unit owners.

5.04. Public Common Element. Village of Kimberly easement granted by Declarant of a publicly accessible Fox River Trail, a paved walking path maintained by the Village extending from Papermill Run to Washington / NN. Development stormwater pond is an Outlot owned and maintained by the Village of Kimberly, as indicated on the Condominium Plat, with no right of access to the public or Unit Owners.

5.05. Right to Alter; Conflict Between Boundaries; Common Element Boundaries.

(a) Declarant shall be permitted to alter the Buildings, Units, Common Elements and Limited Common Elements depicted on the Condominium Plat and Site Plans, provided any such alteration shall not substantially adversely affect the use or value of any Building and/or Unit.

(b) If any portion of any Building shall encroach upon any other Building, Common Elements or Limited Common Elements, as a result of the duly authorized construction, reconstruction, or repair of a Building, then the existing physical boundaries of such Buildings shall be conclusively presumed to be the boundaries of such Building, regardless of the variations between the physical boundaries described in Sections 3.01 and 3.02 or, elsewhere in this Declaration or shown on the Condominium Plat, Site Plan, and the existing physical boundaries of any such Units.

(c) If any portion of the Common Elements or Limited Common Elements shall encroach upon any Building as a result of the duly authorized construction, reconstruction, or repair of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, if any such encroachment or easement materially impairs any Building and/or Unit Owner's enjoyment of the Building or Unit owned by such Building or Unit Owner in the judgment of the board of directors of the Master Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each respective Building and/or Unit Owner within ninety (90) days of the discovery of the encroachment.

ARTICLE VI PERCENTAGE INTERESTS; VOTING

6.01. *Percentage Interests.* The undivided percentage interest in the Master Association Common Elements appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units, or 1/75. The undivided percentage interest in a Sub-Association Common Elements appurtenant to each Building shall be a percentage equal to one divided by the total number of Units. Detached Single Family Home Sub-Association Unit Owners shall be a 100% undivided interest.

6.02. *Conveyance, Lease, or Encumbrance of Percentage Interest.* Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Master Association Common Elements and Sub-Association Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

6.03. *Voting.* The vote of each Unit at meetings of the Master Association (as defined in Article VII) shall be equal to the percentage of interest in the Common Elements pertaining to such Unit. The vote of each Unit at meetings of a Sub-Association (as defined in Article VII) shall be equal to the percentage of interest in the Sub-Association Common Elements pertaining to such Unit. Detached Single Family Home Sub-Association Unit Owners are wholly responsible of their individual Unit and therefore shall not be required to maintain an individual Sub-Association Board or voting.

6.04. *Multiple Owners.* If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

6.05. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owners' name, email address and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Master Association. The Bylaws of the Master Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners of the Master Association and a Sub-Association if the Master Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VII CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of a Master Association known as Blue at the Trail Master Association (the "**Master Association**") and Sub-Association for each respective Units' Building. The Master Association shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Master Association for that purpose.

(a) Sub-Associations under authority of the Master Association shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of their respective Common Elements, Limited Common Elements and facilities of the respective Sub-Association. Notwithstanding the foregoing, the Master Association shall be responsible for landscaping maintenance and snow removal for the Master Association and all Sub Associations.

(b) The Master Association shall be an unincorporated association under the laws of the State of Wisconsin. The powers and duties of the Master Association shall include those set forth in the Master Association's Bylaws, subject to the terms of this Declaration and the Condominium Ownership Act. All Sub-Associations, Unit Owners, tenants of Units, and all other persons and entities which in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Declaration, Bylaws, and all of the rules and regulations promulgated by the Master Association ("**Rules and Regulations**").

(c) The Master Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Sub-Association and Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Sub-Associations and Unit Owners unless otherwise stated in such amendment or modification.

(d) Sub-Associations shall have subordinate rights from the Master Association to promulgate, and to delegate the right to promulgate, the Sub-Association's Rules and Regulations from time to time and shall distribute via the Master Association to each Sub-Association and Unit Owner the updated version of such Rules and Regulations upon any amendment or modification

to the Rules and Regulations of the Sub-Association and approval of the Master Association Board of Directors. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

7.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Building or Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Master Association and/or Sub-Association, and to exercise any and all of the powers and responsibilities assigned to the Master Association and/or Sub-Association, and its officers in the Condominium Ownership Act, this Declaration, and the Bylaws from the date the first Building or Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) five (5) years from such date of the Master Association and two (2) years of each Sub-Association; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03. Board of Directors.

(a) Master Association: The affairs of the Master Association initially shall be governed by a Declarant appointed five-member board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Master Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect two additional directors to the Master Association board of directors (seven-member board). Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Master Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect two directors; one additional director and one replacement of a Declarant director, to the Master Association board of directors (eight-member board). Prior to the conveyance of seventy-five percent (75%) of the Common Element interest of the Condominium to purchasers, the Master Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect three directors, replacing the remaining three Declarant directors, to the Master Association board of directors (eight-member board). For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the number of total Units.

(b) Sub-Association 1, 5, 10, 17: The affairs of the Sub-Association initially shall be governed by a Declarant appointed four-member board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Sub-Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Sub-Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at

least fifty percent (50%) of the directors on the board of directors. Prior to the conveyance of seventy-five percent (75%) of the Common Element interest of the Condominium to purchasers, the Sub-Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least seventy-five percent (75%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the number of total planned Units.

(c) ***Sub-Associations 2 – 4, 6 – 9, 12, 14 – 21, 23 – 26 (Townhomes)***: The affairs of the Sub-Association shall be governed by a board of directors. Each Unit Owner of a Sub-Association shall become a member of the Sub-Association board upon conveyance of Unit ownership.

(d) ***Sub-Associations 11a, 11b, 13a, 13b, 22a, 22b, W1 – W8 (detached single family homes)***: Detached Single Family Home Sub-Association Unit Owners are wholly responsible of their individual Unit/Building and therefore shall not be required to maintain an individual Board.

7.04. Maintenance and Repairs. Common Elements and Limited Common Elements.

(a) ***Master Association.*** The Master Association shall be responsible for the management and control of the Common Elements, including the Limited Common Elements not designated to each Sub-Association and shall maintain the same in good, clean, and attractive order and repair. Without limiting the foregoing, the Master Association, at the expense of the Master Association, subject to its right to reimbursement in section 7.04(c) herein, shall cause such areas:

- (i) to comply with all applicable laws, codes, ordinances, covenants and the Rules and Regulations;
- (ii) all maintenance, repair, replacement, and restoration;
- (iii) maintain common utility service (Sub-Associations, Buildings and Unit Owners responsible for separately metered utilities);
- (iv) security services;
- (v) landscaping, lawn care, including cutting, fertilizing, watering, and weed control, edging and mulching, shrubbery and tree planting pruning and replacement of all Common Elements and Limited Common Elements of the Master Association and all Sub-Associations;
- (vi) snow and ice removal of all Common Elements and Limited Common Elements of the Master Association and Sub-Associations;
- (vii) Common Element Condominium trash/recycle disposal; and
- (viii) management wages, salaries and/or contracts.

(b) *Sub-Associations:* Each Sub-Association and respective Unit Owner(s) shall be responsible for the management, maintenance, repair, and replacement of all Common Elements, Limited Common Elements, and improvements constituting the Sub-Association, Building and Unit, as determined within each Sub-Association governing documents, except: (i) landscaping maintenance and snow and ice removal, and (ii) to the extent any repair cost is paid by the Sub-Association's insurance policy described in Section 9.01. Each Building and Unit shall be kept in good condition and repair. Without limiting the foregoing, the Sub-Association, shall cause such areas:

- (i) to comply with all applicable laws, codes, ordinances, covenants and the Rules and Regulations;
- (ii) all maintenance, repair, replacement, and restoration;
- (iii) maintain common utility service (Unit Owners responsible for separately metered utilities);
- (iv) New, additional, or extra changes to existing landscaping; provided, however, the Master Association shall be responsible for the landscaping maintenance.
- (v) management wages, salaries and/or contracts.

If any Building or Unit or portion of a Unit for which a Sub-Association or Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition which results in damage to the Common Elements or Limited Common Elements, and the Sub-Association fails to report or respond in a timely fashion to the Master Association of corrective action taken, the Master Association, upon fifteen (15) days prior written notice to the Sub-Association and Unit Owner(s) and without notice in the event of an emergency, shall have the right to correct such condition or to restore the Building and or Unit(s) to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Building and or Unit(s) for the purpose of doing so, and the Sub-Association and/or Unit Owner(s) of such Building shall promptly reimburse the Master Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Master Association, be levied against the Sub-Association and Units as a Special Assessment under Section 7.08.

To the extent that (i) any cleaning, maintenance, repair, or replacement of any Common Elements or Limited Common Elements is required as a result of the negligent, reckless or intentional act or omission of any Sub-Association, Unit Owner, tenant, guest, or invitee of a Unit, or (ii) if any repair, replacement, or restoration of any Common Element or Limited Common Element is required as a result of an alteration to a Building or Unit by any Sub-Association or Unit Owner or tenant of a Unit, or the removal of any such alteration (whether or not it was approved by the Master Association) or (iii) the Master Association is required to restore the Common Elements or the Limited Common Elements following any alteration of a Common

Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Sub-Association, Unit Owner and/or the tenant of the Unit Owner who committed the act or omission or caused the alteration, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

7.05. Common Expenses. All expenses incurred by the Master Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Master Association shall be deemed to be common expenses ("**Common Expenses**"). All expenses incurred by a Sub-Association in connection with the management of the Sub-Association, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Sub-Association shall be deemed to be common expenses ("**Common Expenses**") of the Sub-Association Unit Owners.

7.06. General Assessments.

(a) Master Association: The Master Association shall levy semi-annual general assessments ("**General Assessments**") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interest in the Common Elements. Further, until occupancy permits have been issued for all Buildings and Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of February and on the first day of August, or in such other manner as the Master Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

During the period of Declarant control of the Master Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount the Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Master Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for the Unit and Building, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

(b) Sub-Association: The Sub-Association shall levy monthly general assessments ("**General Assessments**") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall

be assessed in proportion to their percentage interest in the Sub-Association's Common Elements. Further, until occupancy permits have been issued for all the Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of the month, or in such other manner as the Sub-Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

During the period of Declarant control of the Sub-Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount the Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant which do not cover total Common Expenses. Furthermore, if the Sub-Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for the Unit and Building, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) three years from the date exterior construction of the Building in which the Unit is located has been completed.

(c) Sub-Associations 11a, 11b, 13a, 13b, 22a, 22b, W1 – W8 (detached single family homes): Detached Single Family Home Sub-Association Unit Owners are wholly responsible of their individual Unit/Building and therefore shall not be required to maintain separate Sub-Association dues.

7.07. Limited Common Element Assessment: The Master Association and Sub-Associations may, whenever necessary or appropriate, levy assessments against the affected Unit Owners for any maintenance, repair or replacement of the Limited Common Elements in the Condominium. Any Limited Common Element assessment or installment not paid when due shall bear interest until paid, as set forth in the bylaws and, together with collection costs and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Limited Common Element assessment becomes due as provided in the Condominium Ownership Act.

7.08. Special Assessments. The Master Association may, whenever necessary or appropriate, levy special assessments ("**Special Assessments**") against the Sub-Associations and Unit Owners, and Sub-Associations against Unit Owners for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05 herein; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Master Association or Sub-Association under any provision of this Declaration, including, without limitation, Section 7.03 and Article XIV, or for any other purpose for which the Master Association or Sub-Association may determine a Special Assessment is necessary or appropriate for the

improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Master Association or Sub-Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.09. Common Surpluses. If the surpluses of the Master Association or of a Sub-Association ("**Common Surpluses**") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06 herein, such Common Surpluses may be credited against a Unit Owner's General Assessments in proportion to their respective percentage interests in the Common Elements as detailed in Section 6.01 herein, or may be used for any other purpose as the Master Association or a Sub-Association may determine.

7.10. Certificate of Status. The Master Association shall, upon the written request of a Unit Owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien in the manner set forth in the Bylaws. Any such party may conclusively rely on the information set forth in such certificate.

7.11. Management Services. The Master Association shall have the right to enter into a management contract with a manager ("**Manager**") selected by the Master Association under which services may be provided to the Sub-Associations and Unit Owners to create a community environment for the entire Condominium community. Certain services may be available only on a fee-for-services basis by agreement between the Manager and individual Sub-Associations and Unit Owners. All amounts payable by the Master Association to the Manager under the management contract shall be chargeable to the Unit Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes. Sub-Association shall have the same rights herein to enter a management contract with the Manager selected by the Master Association

ARTICLE VIII ALTERATIONS AND USE RESTRICTIONS

1.01. Unit Alterations.

(a) A Sub-Association and/or Unit Owner may make improvements and alterations within its Building and/or Unit; provided, however, such improvements or alterations shall not impair the structural soundness, safety, or integrity or lessen the structural support of any portion of the Condominium and does not impair any easement or hereditament. A Sub-Association and/or Unit Owner may not change the dimensions of or the exterior appearance of a Building or Unit or any exterior portion of the Common Elements or Limited Common Elements without obtaining the prior written permission of the Master Association, which permission may be denied in the sole discretion of the Master Association. Any approved improvement or alteration which changes the exterior dimensions of a Building or Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the

then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of other Buildings or Units, Common Elements, or Limited Common Elements and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) A Unit Owner acquiring an adjoining part of the other Unit may not remove all or any part of the intervening partition wall or create doorways or other apertures therein without obtaining the prior written consent of the Sub-Association and/or Master Association, as the case may be, which may be denied in the sole discretion of the Sub-Association and/or Master Association. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owners percentage interest in the Common Elements shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above for purpose of General, Special and statutory Assessments. Voting rights within the Master Association and Sub-Association remain one vote per each unit unless an entire additional unit(s) is acquired.

8.02. Separation, Merger and Boundary Relocation. Boundaries between Units may be relocated subject to each Sub-Associations' governing terms. Upon approval of any Separation, Merger or Boundary Relocation, the Sub-Association shall provide all records, drawings and application materials along with the resultant Unit(s) and Unit Owners' identification and description within 30 days of Sub-Association's approval.

8.03. Use and Restrictions on Use of Unit. Each Building and Unit shall be used for residential purposes and for no other purpose unless otherwise authorized by the Master Association prior to the commencement of such use. No business, whether for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from conducting business or otherwise working from their Unit. Rather, no Unit Owner shall maintain an office where customers or clients visit the Unit for business matters.

8.04. Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice which is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Sub-Associations or Unit Owners or would cause an increase in the premiums for insurance required to be maintained by the Master Association or Sub-Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no other hazard shall be allowed to exist. No Sub-Association or Unit Owner shall permit any use of its Building or Unit or of the Common Elements or Limited Common Elements which increases the cost of insuring the Condominium. Upon notice of a nuisance by the Master Association or Sub-Associations, or receipt of a nuisance complaint by a Unit Owner, the Master Association and/or Sub-Associations, as the case may be, shall provide the offending Unit Owner a notice of nuisance violation and

demand corrective action. Should the Unit Owner fail to comply with the corrective action to remedy the nuisance, the Master Association and/or the Sub-Association, as the case may be, shall notify the Master Association Board of Directors for further corrective action. All activities suspected of constituting a nuisance shall be conclusively deemed a nuisance upon majority vote of the Master Association Board of Directors.

8.05. *Lease of Units.* The Master Association provides each Unit or any part thereof may be rented by written lease (each a “Unit Lease” and collectively, the “Unit Leases”), subject to the Rules and Regulation and governed by the provisions contained in the Declaration and Association Bylaws. Any proposed or approved change to each Sub-Associations’ Rules and Regulations pertaining to lease of Units requires approval of the Master Association. The following shall be applicable to all Unit Leases:

- (a) Unit Owners must inform the Master Association of the names and contact information of all lessees and tenants occupying the Unit and length of their occupancy.
- (b) All lessees, renters and occupants of a Unit shall comply with all provisions of the Rules and Regulations of the Master Association and such Unit’s Sub-Association governing documents.
- (c) Unit Leases must contain a statement obligating all tenants to abide by this Declaration, the Bylaws, and the Rules and Regulations, and providing that the Unit Lease is subject and subordinate to the same; and
- (d) Unit Leases shall provide that any default arising out of the tenant's failure to abide by the Declaration, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the Unit Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the Unit Lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant and Unit Owner specifying the violation.
- (e) During the term of any Unit Lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each Unit Lease of all or any part of a Unit be filed with the Association.
- (f) The restrictions against leasing contained in this Section 8.05 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.06. *Signs.* Except as permitted by Wis. Stats. §703.105, no flag attached to an elevated flagpole or sign of any kind shall be displayed to the public view on any Building or Unit without the

written consent of the Master Association and, if Declarant owns at least one Unit, the Declarant. As permitted by Wis. Stat. Section 703.105(2), all flags and signs shall be limited to a maximum of twenty-four (24) inches width and height; flags and public election signs are limited to a Unit Owner's Limited Common Element and are not allowed to be placed on the surface of any Buildings including posts, railings, fences or located within the sides and back of single-family and townhomes. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales and/or leasing of Units.

ARTICLE IX INSURANCE

9.01. *Fire and Extended Loss Insurance.*

(a) The board of directors of the Master Association shall obtain and maintain fire, casualty, and special form insurance coverage for all Common Elements and Limited Common Elements, not inclusive of each Sub-Associations' respective Common and Limited Common Elements, for not less than the full replacement value thereof, and for the Master Association's service equipment, supplies and personal property. Insurance coverage for the Common Elements and Limited Common Elements shall be reviewed and adjusted by the board of directors of the Master Association from time to time to ensure the required coverage is at all times provided. The insurance maintained by the Master Association shall be in the name of the Master Association as insurance trustee for the individual Sub-Associations and Unit Owners and shall list each Sub-Association and Unit Owner as an additional insured. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide any proceeds shall be paid to the Master Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Master Association, as insurance trustee, for the Sub-Associations, Unit Owners and the Mortgagees and distributed as provided in Article X.

(b) The board of directors of each multi-unit Sub-Association, and Unit Owner of a detached single family Sub-Association shall, through the Master Association, obtain and maintain fire, casualty, and special form insurance coverage for all Common Elements and Limited Common Elements of each Sub-Associations' respective Common Elements and Limited Common Elements, for not less than the full replacement value thereof, and for the Sub-Association's service equipment, supplies and personal property from the insurance provider selected by the Master Association and/or Master Association Insurance Committee. Insurance coverage for the Common Elements and Limited Common Elements shall be reviewed and adjusted by the directors and/or Unit Owner(s) of the Sub-Association, as the case may be, from time to time to ensure the required coverage is at all times provided. The insurance maintained by the Sub-Association shall be in the name of the Sub-Association as insurance trustee for the individual respective Unit Owner(s) and the Master Association and shall list each of the respective Unit Owner(s) and the Master Association as an additional insured. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide any proceeds shall be paid to the Sub-Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may

appear. All premiums for such insurance shall be Common Expenses of the Sub-Association. In the event of damage to or destruction of all or part of the Sub-Association Condominium insured hereunder, the proceeds of the insurance shall be paid to the Sub-Association, as insurance trustee, for the Master Association, respective Unit Owner(s) and the Mortgagees and distributed as provided in Article X.

9.02. *Public Liability Insurance.* The board of directors of the Master Association shall obtain and maintain a comprehensive liability insurance policy insuring the Master Association and each Sub-Association, its officers, directors, the Master Association and the Sub-Associations and Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements and Limited Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Master Association. The insurance coverage shall be written on the Condominium in the name of the Master Association as insurance trustee for the Master Association, its directors and officers, and for the Sub-Associations and individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a severability of interest or cross-liability endorsement, which shall preclude the insurer from denying the claim of the Master Association or a Sub-Association or Unit Owner because of the negligent acts of the Master Association, Sub-Associations, or other Unit Owners. All premiums for such insurance shall be Common Expenses of the Master Association.

9.03. *Fidelity Insurance.* After the sale by Declarant of the first Unit, the Master Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Master Association or each Sub-Association. The Master Association shall be named insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the Master Association's and each Sub-Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses the Master Association.

9.04. *Mutual Waiver of Subrogation.* Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Master Association, Sub-Associations, or Unit Owners to be subrogated to any right of the Master Association, Sub-Associations, or Unit Owners arising under this Declaration. The Master Association and each Sub-Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Master Association, or Sub-Association, or a Unit Owner shall contain a provision which they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Master Association, or a Sub-Association, or a Unit Owner from obtaining such policy.

9.05. *Standards for All Insurance Policies.* All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder rating of at least A and a financial rating of at least Class VII, as rated in the

latest edition of Bests Key Rating Guide, unless the Master Association board of directors determines by unanimous vote or unanimous written consent any policy may be issued by a company having a different rating.

**ARTICLE X
RECONSTRUCTION, REPAIR, OR SALE IN
THE EVENT OF DAMAGE OR DESTRUCTION**

10.01. *Determination to Reconstruct or Repair.* If all or any part of the Common Elements or Limited Common Elements or become damaged or are destroyed by any cause, of either the Master Association or a Sub-Association, the damaged Common Elements and/or Limited Common Elements, as the case may be, shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds, unless otherwise unanimously agreed by the Sub-Associations and Unit Owners, and their Mortgagees. Acceptance by a Sub-Association and/or Unit Owner of a deed to a Building or Unit shall be deemed to be consent to the authorization to the Master Association or Sub-Association to so repair or reconstruct.

10.02. *Plans and Specifications.* Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements and/or Limited Common Elements, as the case may be, unless otherwise unanimously agreed by the Sub-Associations, Unit Owners and their Mortgagees. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Master Association setting forth such authorized variance.

10.03. *Responsibility for Repair.* In all cases, after a casualty has occurred to the Common Elements and/or the Limited Common Elements of either the Master Association or a Sub-Association, the Master Association or respective Sub-Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04. *Insurance Proceeds and Construction Fund.* Insurance proceeds held by the Master Association as trustee pursuant to Section 9.01 shall be disbursed by the Master Association for the repair or reconstruction of the damaged Common Elements and/or Limited Common Elements, as the case may be. Sub-Associations, Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.06. Insurance proceeds held by a Sub-Association as trustee pursuant to Section 9.01 shall be disbursed by the Sub-Association for the repair or reconstruction of the damaged Sub-Association Common Elements and/or Limited Common Elements, as the case may be. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.06.

10.05. *Assessments For Deficiencies.* If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Master Association or a Sub-Association, a Special

Assessment shall be made against the Unit Owners of the Master Association or Unit Owners of respective Sub-Association in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements and/or Limited Common Elements, as the case may be, shall be in proportion to each Unit Owner's percentage interest in the Common Elements as detailed in Section 6.01 herein.

10.06. *Surplus in Construction Funds.* All insurance proceeds and Special Assessments held by the Master Association or Sub-Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements and/or Limited Common Elements, as the case may be, are referred to herein as "Construction Funds". If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the respective Unit Owners according to their respective percentage interests in the Common Elements as detailed in Section 6.01 herein.

ARTICLE XI CONDEMNATION

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

(a) Every Sub-Association and Unit Owner shall be allocated the entire award for the taking of all or part of the respective Building, Unit or any improvements located therein and for consequential damages to the Building or Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements or Limited Common Elements shall be allocated to the Sub-Association by way of Unit Owners in proportion to their respective percentage interest in the Common Elements.

11.02. *Determination to Reconstruct.* Following the taking of all or part of the Common Elements or Limited Common Elements, they shall be restored or reconstructed unless otherwise unanimously agreed by the Sub-Association by way of Unit Owners and their Mortgagees.

11.03. *Plans and Specifications.* Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements or Limited Common Elements unless otherwise unanimously agreed by the Sub-Associations by way of Unit Owners and their Mortgagees. If a variance, approved by the Master Association Board of Directors, is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Master Association setting forth such authorized variances.

11.04. *Responsibility for Reconstruction.* In all cases after a taking of all or part of the Common Elements or Limited Common Elements, the responsibility for restoration and reconstruction shall be of the Master Association or the respective Sub-Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements or Limited Common Elements to which the Master Association or the respective Sub-Association is responsible is not sufficient to defray the costs of reconstruction by the Master Association or the respective Sub-Association, a Special Assessment shall be made against the remaining respective Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments shall be in proportion to the Unit Owner's then respective percentage interest in the Common Elements as detailed in Section 6.01 herein.

11.06. Surplus in Condemnation Funds. If there is a surplus of Master Association Construction Funds relating to the Common Elements or Limited Common Elements after payment of all costs of construction, such balance shall be divided among all remaining Sub-Associations by way of Unit Owners in proportion to their then respective percentage interests in the Common Elements as detailed in Section 6.01 herein.

If there is a surplus of Sub-Association Construction Funds relating to the Common Elements or Limited Common Elements after payment of all costs of construction, such balance shall be divided among all remaining respective Unit Owners in proportion to their then respective percentage interests in the Common Elements as detailed in Section 6.01 herein.

ARTICLE XII MORTGAGEES

12.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit ("Mortgagee") which has so requested of the Master Association and/or a Sub-Association in writing received by the Master Association's and/or the Sub-Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the board of directors of the Master Association and/or respective Sub-Association to be held for the purpose of considering any proposed amendment to this Declaration or the Bylaws, at least thirty (30) days before said meeting.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration or Bylaws or the Rules and Regulations.

(c) Any physical damage to the Common Elements or Limited Common Elements in an amount exceeding Twenty Thousand Dollars (\$20,000).

12.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

12.03. Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage

of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a Mortgagee as well as a Unit Owner for purposes of such provision.

ARTICLE XIII AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. Each Sub-Association requires majority approval of all respective Unit Owners along with approval of the Master Association Board of Directors to amend any Sub-Association specific term of this Declaration. No Unit Owners consent shall be effective without the consent of the first mortgagee of such Unit. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Master Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Outagamie County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Master Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIV REMEDIES

The Master Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Master Association of a petition by any Sub-Association or person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Master Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several.

Nothing herein shall be deemed to limit the rights of the Village of Kimberly or the County of Outagamie to enforce any zoning codes, ordinances, regulations, or other requirements which may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Master Association and if the Master Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Master Associations' denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Master Association.

The Master Association or the Petitioning Unit Owner, as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Sub-Association or Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Master Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Sub-Association or Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Master Association shall have the right to cure on behalf of the Sub-Association or Unit Owner and such Sub-Association or Unit Owner shall promptly reimburse the Master Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Master Association may, at the option of the Master Association, levy such amounts against the Sub-Association or Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Master Association, the Master Association shall have the right to collect from any Sub-Association or Unit Owner who is in violation beyond any applicable cure period of this Declaration, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV GENERAL

15.01. *Utility Easements.* The Declarant hereby reserves for the Master Association acting by and in the discretion of its board of directors, the rights to grant to the Village of Kimberly and County of Outagamie or public or quasi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02. *Right of Entry.* By acceptance of a Condominium Deed, each Sub-Association and Unit Owner shall have granted a right of entry and access to its Building and respective Unit to the Master Association to correct any condition originating in its Building or Unit and threatening another Building or Unit, the Common Elements or the Limited Common Elements to which the Master Association is responsible, to install, alter, or repair mechanical or electrical services or other Common Elements in its Building or Unit or elsewhere in the Condominium, and to maintain and repair Common Elements, Limited Common Elements to which the Master Association is responsible and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Sub-Association and Unit Owner(s) and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Sub-Association and Unit Owners as practical, and any damage caused thereby shall be repaired by the Master Association and treated as a Common Expense, except as allocable to an individual Sub-Association or Unit(s) for cause in the discretion of the Master Association board of directors.

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Master Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

15.05. Declarant Access During Construction of Improvements. During any period of construction of the Building(s) and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to any Building and Unit (upon 24-hour notice in the absence of an emergency), all Common Elements and Limited Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of all improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Condominium.

15.06. Expansion. Declarant reserves no right for expansion of the Condominium; provided, however, there will be a supplement to the Declaration and Bylaws upon each of Units 101, 102, 103, and 104 final building design and time of construction. The ‘Parent Unit’ (i.e., 101, 102, 103, and 104, respectively) will be portioned by the number of Units created within each respective building but will not affect or alter any other existing Unit except to lower each Units’ respective share of the Master Association Common Expense. Further, provided, that Unit Nos. 105 through 112 and Units 152-159 consist of riverfront townhomes with no final building plans currently and are identified on the Condominium Plat as “future”. The Condominium Plat will be amended as each of the respective buildings are completed.

15.07. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is **Bryan Kaster, 745 Ontario Road, Suite 1 , Green Bay, WI 54311**. The resident agent may be changed by the Master Association in any manner permitted by law.

15.08. Assignment of Declarants Rights. The rights, powers, and obligations of the party named as Declarant may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become Declarant under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.09. Conflicts. If a conflict exists among this provision of this Declaration, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Bylaws, and Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

[signature page follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed the date first written above.

DECLARANT:

Wilson Place, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally, came before me this the ____ day of _____, 2024, the above named _____, to me known to be the Managing Member of Wilson Place, LLC, who executed the foregoing instrument and consented to the same.

Michael S. McGuire
Notary Public, State of Wisconsin
My commission is permanent

CONSENT OF MORTGAGEE

_____, being the holder of the first Mortgage on the property subject to this Declaration, hereby consents to the establishment of this Condominium and the recording of this Declaration and the Condominium Plat for this Condominium.

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF _____)

Personally came before me this the ___ day of _____, 2024, the above named _____, to me known to be the _____ of _____, who executed the foregoing instrument and consented to the same.

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

Exhibit A Group 1 – 8 Site Plan



Exhibit B Condominium Plat

BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 8407 RECORDED AS DOCUMENT NO. 2280011, BEING PART OF GOVERNMENT LOTS 4, 5, 6, 7 AND 8 OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN

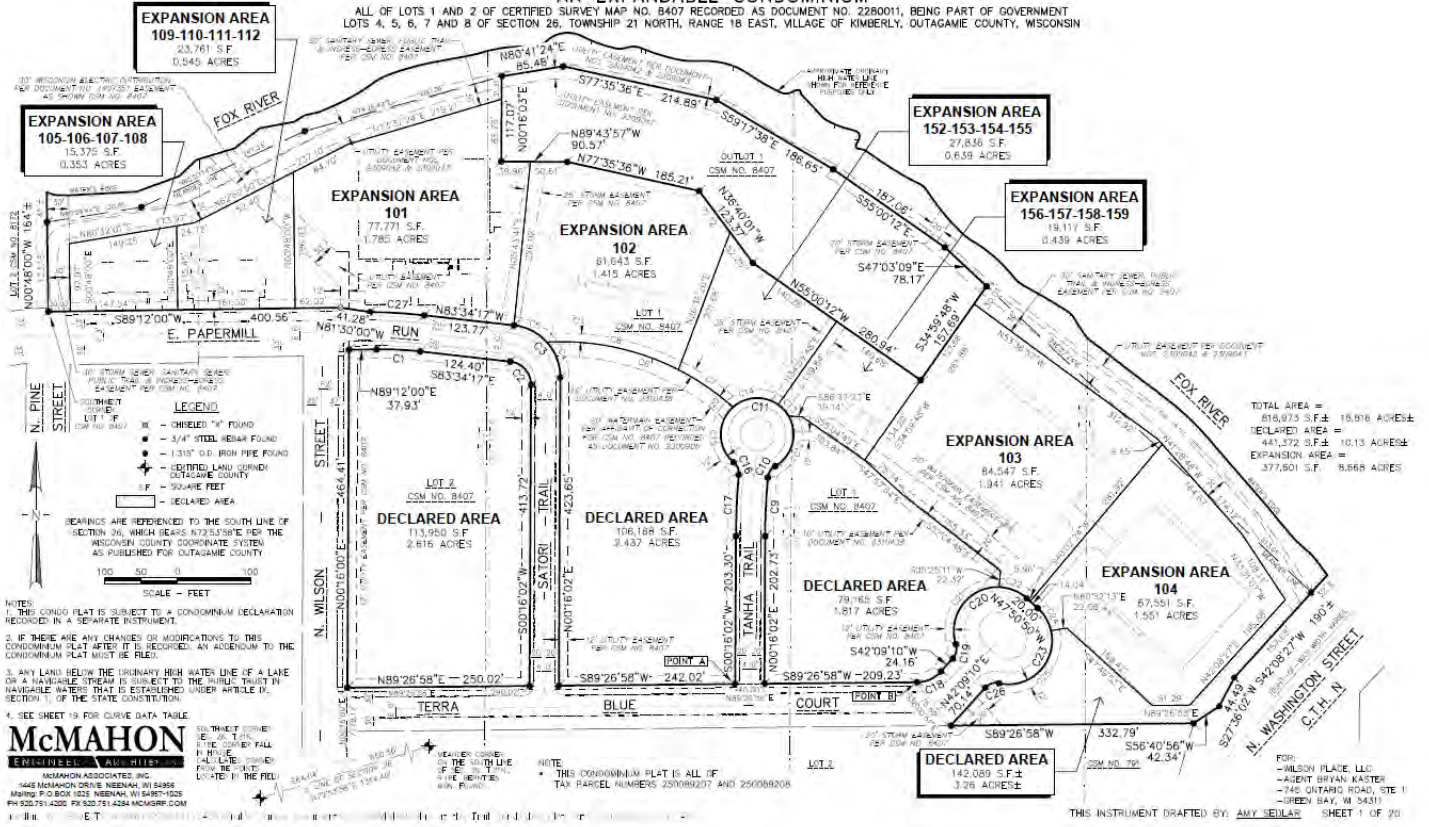


Exhibit B Continued

BLUE AT THE TRAIL CONDOMINIUM AN EXPANDABLE CONDOMINIUM

ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 8407 RECORDED AS DOCUMENT NO. 2280011, BEING PART OF GOVERNMENT LOTS 4, 5, 6, 7 AND 8 OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN

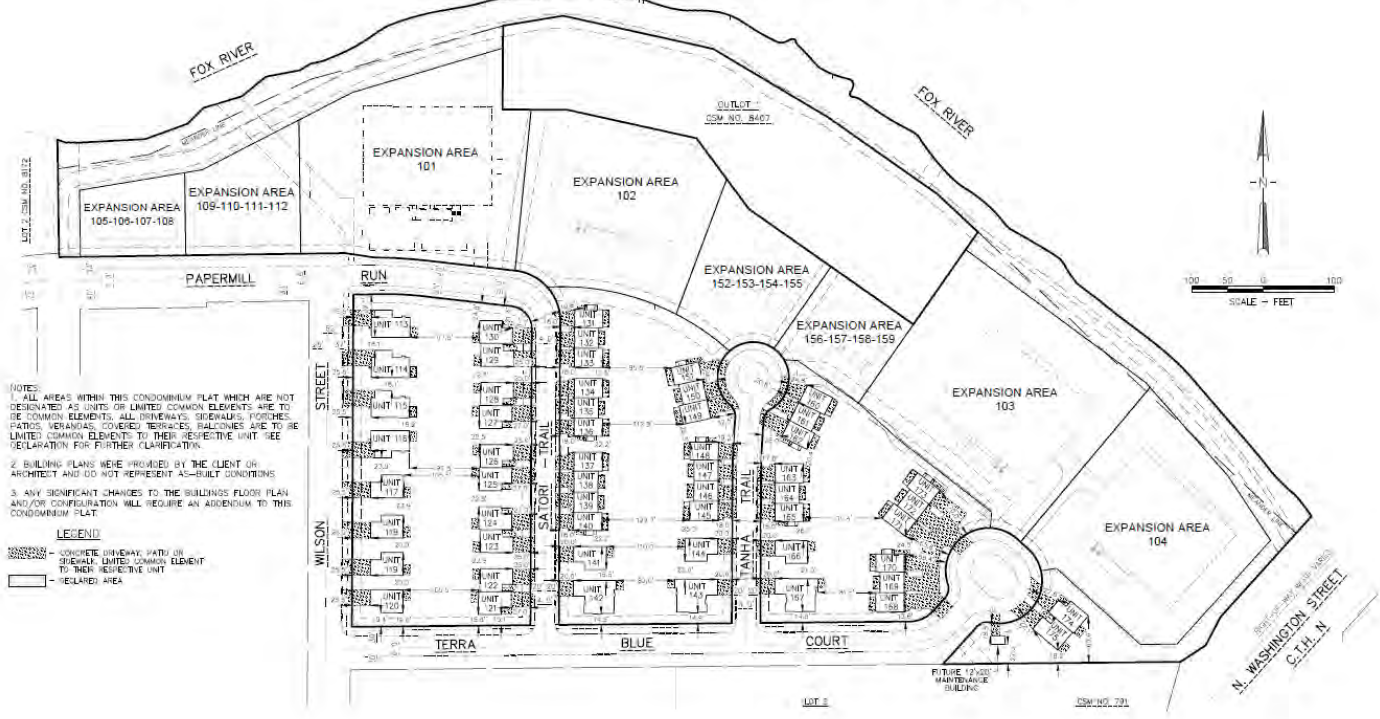


Exhibit C Sub-Associations 1, 5, 10 and 17 Architectural Building Plan Buildings

First Floor



Second Floor



Exhibit C Continued

Third 'Main' Floor



Fourth Floor



Exhibit C Continued

Fifth Floor



Sixth Floor



Exhibit D Building 1 Boundary

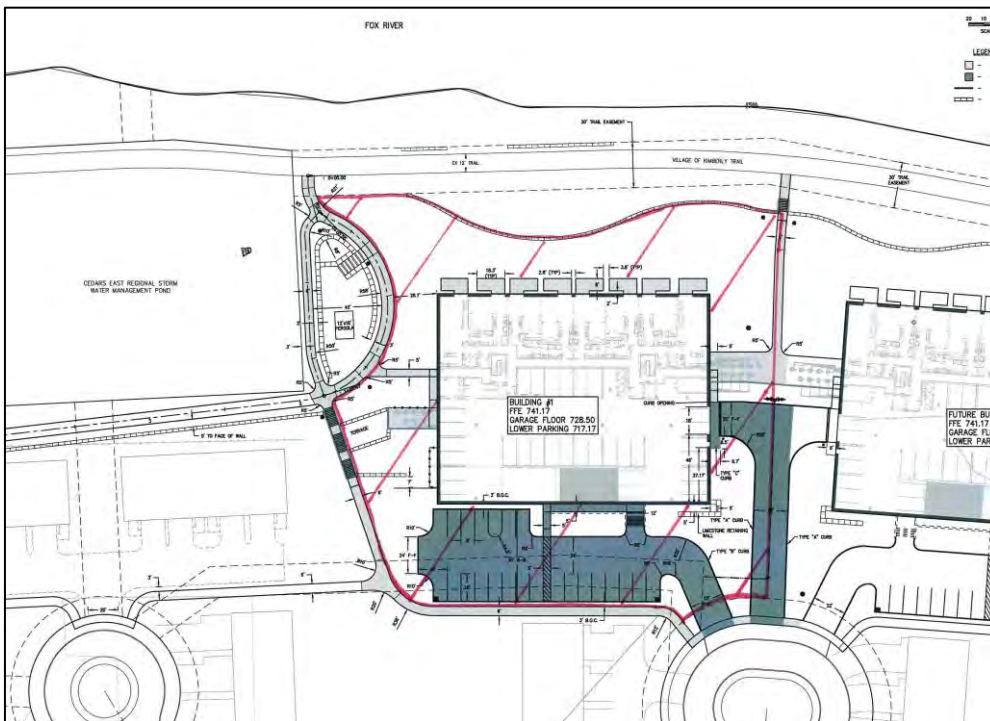
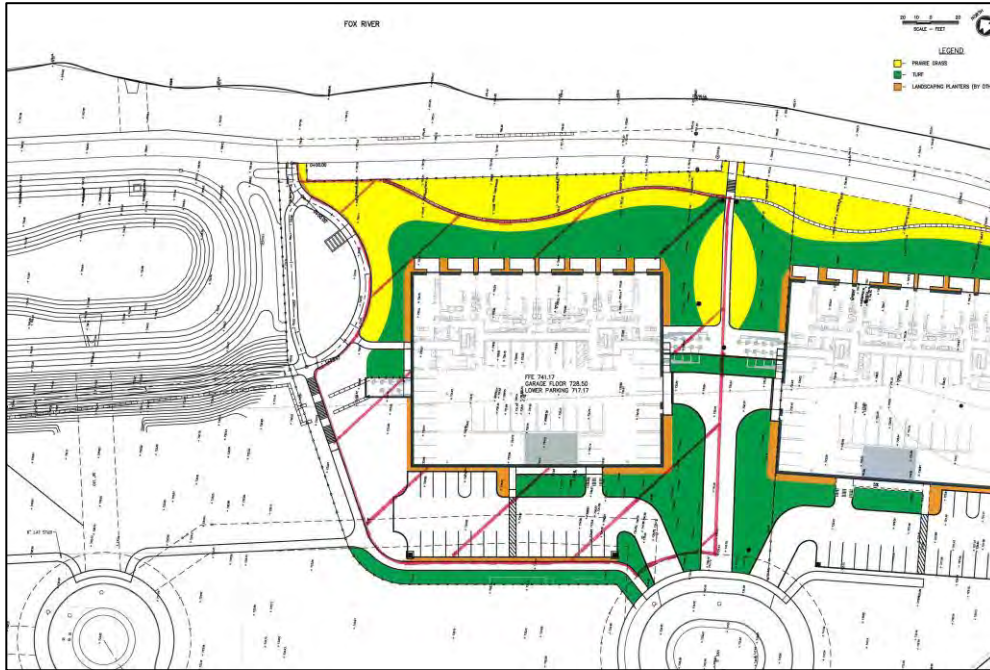


Exhibit E Development Concept Landscape Plan



Exhibit G

Unit Owner to Provide to Master Association Secretary within 30 days of transfer of ownership.



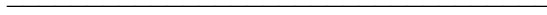
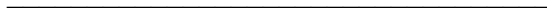
Unit Owner (s) _____

Unit Address / # _____



Contact Info: _____

Email for notifications, phone _____



Owner Designated Voter _____

of Sub-Association &

Master Association matters



Unit Mortgage Lender _____

Lender Contact Info _____

Name, address, phone, email _____

