

PLAN COMMISSION

Monday, August 19, 2019

7:00 PM

McFarland Municipal Center
Community Room

AGENDA

1. CALL TO ORDER
2. PUBLIC APPEARANCES.
3. APPROVAL OF MINUTES.
 - a. Discussion and action regarding the minutes of the meeting held on July 15, 2019.
4. PUBLIC HEARING.
 - a. On proposed Certified Survey Map from Lakestone Properties, LLC for the property located at 4719 Farwell Street in order to create two lots for a mixed use development.
 - b. On proposed Certified Survey Map from Jack Kapinus for the property located at 6116 Overlook Drive in order to combine residential parcels.
 - c. On proposed Condominium Plat and Declaration from Bizy Lou LLC for the property located at 4719 Siggelkow Road creating Park Woods Condominiums consisting of 6 residential duplex buildings.
 - d. On proposed Ordinance #2019-15 to amend the zoning code regarding definitions related to yards and the modification of yard setback requirements in the R-1B (Single Family Residence District).
5. BUSINESS.
 - a. Discussion and action to make a recommendation to the Village Board on proposed Certified Survey Map from Lakestone Properties, LLC for the property located at 4719 Farwell Street in order to create two lots for a mixed use development.
 - b. Discussion and action to make a recommendation to the Village Board regarding a Certified Survey Map from Jack Kapinus for the property located at 6116 Overlook Drive in order to combine residential parcels.
 - c. Discussion and action to make a recommendation to the Village Board regarding a Condominium Plat and Declaration from Bizy Lou LLC for the property located at 4719 Siggelkow Road creating Park Woods Condominiums consisting for 6 residential duplex buildings.
 - d. Discussion and action to make a recommendation to the Village Board regarding Ordinance #2019-15: an ordinance to amend the zoning code regarding definitions related to yards and the modification of yard setback requirements in the R1-B (Single Family Residence District).
6. STAFF REPORTS
 - a. Property Maintenance Report

b. Director's Report.

7. SCHEDULE NEXT MEETING DATE.

a. Monday, September 16, 2019 at 7:00 pm.

8. ADJOURNMENT.

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related to Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the McFarland Municipal Center at (608) 838-3153 or cassandra.suettinger@mcfarland.wi.us.

Working Draft - Minutes

Plan Commission

Meeting

July 15, 2019

Members Present: Tom Rogers, Brad Czebotar, Dan Kolk, Bruce Fischer, Eric Green

Members Absent: Jeff Sorenson, Peter Bloechl-Anderson

Staff Present: Karen Knoll, Matt Schuenke, Dan Evans

1. CALL TO ORDER

Czebotar called the meeting to order at 7:00 p.m.

2. PUBLIC APPEARANCES.

None

3. APPROVAL OF MINUTES.

a. Review and possible approval of draft minutes from the June 17, 2019 Plan Commission meeting.

Czebotar called the minutes approved by unanimous consent.

4. PUBLIC HEARING.

a. On proposed Ordinance #2019-13 from Lakestone Properties for the property located on 4719 Farwell Street in order to rezone the property from C-G (General Commercial) to PDI (Planned Development Infill) for the development of a mixed-use (Phase 1) and commercial (Phase 2) building.

Czebotar opened the public hearing at 7:00 p.m.

Brian Spanos of Lakestone Properties reviewed the proposal for 4719 Farwell Street –Phase 1 will be a multi-use project with two buildings consisting of forty five residential units (15 efficiencies, 16 one bedroom and 14 two bedroom units) and two commercial units. The commercial aspect will have approximately 2,200 sq.ft. There will be 41 underground parking spaces and 29 surface spaces dedicated for Phase 1 of the project. Spanos reviewed the interior and exterior design.

Phase 2, which they are seeking approval of the General Plan, will be a 12,800 sq.ft. commercial building.

Schuenke summarized the staff review, and approval process for the proposed project as provided in packets. The project meets requirements per staff review, and has already been approved through a TIF application. This property was purchased by the Village in partnership with the Community Development Authority with the desire to influence redevelopment of the site. At its last meeting, the CDA approved the project.

Vickie Kampier – 3633 Sky Top Road - inquired about traffic and noise.

Czebotar closed the public hearing at 7:16 p.m.

b. On proposed Ordinance 2019-14 and Certified Survey Map from Bouffiou Properties for the property located at 5431 Bremer Road in order to subdivide and rezone the property from R-1 (Single Family) to R-2 (Single and Two Family).

Czebotar opened the public hearing at 7:17 p.m.

Tom Bouffiou – property owner, wishes to rezone the property so a family member can build a duplex on the southernmost lot.

Schuenke summarized the differences between R-1 and R-2 zoning. The applicant is looking to do two things; rezone the property and a CSM to split the property. It meets the minimum setbacks and complies with what the code requires. Schuenke reviewed the current land use map in the area with Commissioners, and pointed out the dedication of the right of way.

Maureen Gaffney – 5438 Bremer Road – Spoke in opposition to the proposal, and brought up the need for an ordinance to protect historic trees.

Lars Barber 5434 Bremer Road – Spoke in opposition to the proposal.

Mike Klune 5508 Bremer Road - Spoke in opposition to the proposal.

Christine Shan – 5413 Bremer Road – Spoke in opposition to the proposal – and voiced concerns over size and division of lot.

Lawrence Lehman – 5417 Bremer Road – Concerns over future planning of the neighborhood.

Dorice Hughes – 5508 Bremer Road- did not wish to speak but registered opposition to proposal.

Timothy Gill – 5410 Bremer Road – did not wish to speak but registered opposition to proposal.

Egon Shulze – 5414 Bremer Road – did not wish to speak but registered opposition to proposal.

Wayne Charles – 5504 Bremer Road – did not wish to speak but registered opposition to proposal.

Sue Smith- 5435 Bremer Road- did not wish to speak but registered opposition to proposal.

Deanne Durnford – 5504 Bremer Road – did not wish to speak but registered opposition to proposal.

Czebotar closed the public hearing at 7:35 p.m.

5. BUSINESS.

a. Discussion and action to make a recommendation to the Village Board regarding the application for a General Plan from Ezra Properties LLC for the property located at 4703 Terminal Drive in order to develop apartment (Phases 1 & 4) and office buildings (Phases 2 & 3).

Schuenke summarized the rezoning for this property, the General Plan and Detailed Plan for Phase 1 were already approved. Ryan Quam is requesting to make changes, which is why this is being looked at tonight. There are four items, a storage building, an addition to the current house on the site, the building orientation for Phases 2 & 3, and the footprints for Phases 2 & 3.

Quam advised he was not in attendance at the previous month's meeting. He is looking to start construction as soon as possible, possibly pouring concrete next week. He looks at this as two parts of one project. The first being the storage building, addition to the current house and start of the apartments. He is working to get the storage building up so the vehicles on site can be moved inside, and apartment construction can start. He understands there were some questions on the phases II & III. Quam is working with a commercial broker for advice as he moves forward with that portion. He is trying to use his best guess and best use for the area. He shifted the commercial buildings closer to the frontage so they can be seen from the road; originally, they would be much less visible. There is also an oak tree, which may be a bicentennial oak, he is wishing to preserve, the new layout would allow for that. Quam is hoping to use this latest layout, until he has someone to collaborate with on this project, or, a tenant for one of the buildings. Quam stated he could save more trees with this design, and get more square footage for the building. His goal has always been to maximize the site, putting as much up there as possible.

Czebatar asked why was Quam is adding a fourth floor to a building that he originally questioned if he would be able to even fill as a three-story building. Quam replied he originally was looking at two 10,000 sq.ft. buildings, and now will have 1 with 7,000 sq.ft. he agreed there is a good chance he may not find a tenant, and would come back to the Plan Commission to request it to be only three stories. He feels this is just his General Plan. He will be back for a Detailed Plan review, and, likely for TIF funding for these buildings. Commissioners discussed the motion from the previous meeting. Czebatar asked for clarification, Quam is proposing a four-story building, but may come back if conditions exist and request a three-story building. Quam replied yes, now he just is looking for approval of the storage building. He wants the flexibility to figure the rest of the project out later. Once the apartment is built, he will have a better idea of what he can and would like to do with the property. His goal is to have the Detailed Plans submitted this fall.

Czebatar asked of Evans, can they accomplish this by approving the General Plan with the condition that no commercial building can be larger than a certain amount of square feet, or, taller than three stories, unless the Village Board or Plan Commission determines as part of its approval of the Detailed Plan for the district that such a building will not cause any significant negative aesthetic effects and that the increased size is warranted by the then existing market conditions. Will that accomplish what they are looking for? Evans stated he believes so, and concurs with the opinion from his partner, approved with proper verbiage and conditions, or any other conditions you want to add, you would be able to accomplish this, approving the General Plan with conditions including square footage and stories.

Czebotar asked Quam about the significant amount of square footage being added to the home currently on the property. Quam replied he did not submit the details as well as he should have in the original application. The sellers have a life estate for the property as part of the purchase agreement. They are going to stay in the home, and add a 4,000-sq.ft addition of a garage with living space above it. It will be removed at some point, the estate allows them to stay as long as they wish, and it could be as long as 15 years. When they move the house and addition will be removed as part of Phase IV. Fischer asked if the proposed warehouse would be torn down at that time. Quam responded he intends to keep the warehouse to store lawn equipment, motor homes, etc. Commissioners discussed with Quam what is the highest location on the site, the oak tree, and the location and height of other trees on the site. Kolk asked is it Quam's intention that under no circumstance will the office building in Phase II be four stories. Quam replied, if a tenant came in it possibly could be four stories, it would depend on the interest. Kolk asked for verification, is Quam stating he could build either building first. Quam replied yes, phases II and III are interchangeable; the second apartment building is Phase IV. Schuenke asked for clarification, as far as Phase II referring to the buildings as the north building and the south building it is not his intention for the south building ever being taller than three stories, as this would create issues with parking etc. Quam replied no that is not his intention for the south building.

Czebotar moved to recommend to the Village Board the application for a General Plan from Ezra Properties LLC for the property located at 4703 Terminal Drive in order to develop apartments (Phases 1 & 4) and office buildings (Phases 2 & 3). Conditioned on no commercial building shall be larger than 10,000 square feet or taller than three stories unless the Village Board or Plan Commission determines as part of its approval of the Detailed Plan for the district that such a building will not cause any significant negative aesthetic effects and that the increased size is warranted by the then existing market conditions. Seconded by Kolk. Evans clarified; if you set it at 7,000, you can always approve something larger, if you set it at 10,000 sq.ft. you cannot go down in size. You can say no greater than 7,050 sq.ft. or greater than three floors, subject to the conditions. When the Detailed Plan is considered for either phase, you can adjust it accordingly, by taking the minimums from each phase. Schuenke pointed out they are trying to not have to rewrite the General Plan. Without objections, Czebotar amended his motion to replace "10,000 square feet" with "7,050 square feet" referring to the footprint. Kolk accepted the amendment. Motion carried 5-0.

b. Discussion and action regarding the application for a Detailed Plan from Ezra Properties LLC for the property located at 4703 Terminal Drive in order to develop an apartment building (Phase 1).

Schuenke summarized the General Plan needs to go to the Village Board, we are looking at the specifics for the first phase, the Detailed Plans. The general idea has not changed much; it is just the key aspects. You are looking at the apartment, the storage building and the home addition. The home addition was not part of the General Plan. Schuenke reviewed what the code requires, and what has been submitted is adequate, along with reviewing the storage building information and the home addition details.

Czebotar moved to approve the application for a Detailed Plan from Ezra Properties LLC for the property located at 4703 Terminal Drive in order to develop an apartment building (Phase 1) conditioned on:

1. Village Staff approval of the final landscaping plan.
 2. Developer shall comply fully with the conditions outlined by the Village Engineer within a June 4, 2019 letter.
 3. Village Engineer approval of the final street, utility, stormwater, and erosion control plans as is necessary and appropriate.
 4. Detailed Plan approval is contingent upon General Plan approval by the Village Board.
- Kolk seconded the motion. Motion carried 5-0.

c. Discussion and action regarding consideration of a Conditional Use Permit from Transit Solutions, Inc. to permit the use of Transit and Ground Passenger Transportation for the property located at 5315 Paulson Road.

Czebotar summarized this was postponed from the last meeting to provide the company an opportunity to provide additional information. Czebotar outlined the conditional use application process.

Jennifer Hardesty of Transit Solutions went over their application as provided answering questions from last month's meeting. Commissioners reviewed the parking plan as submitted, showing 32 parking spaces. Kolk inquired if they intend to blacktop and restripe the lot. Hardesty stated there is blacktop in the areas where they will be parking; they will be striping the lot. She agrees it is an odd shaped lot, but feels all the measurements are there, and all vehicles will be able to pull in safely.

Czebotar asked for clarification on how the exhaust will be handled from the vehicles kept inside of the property, and any exhaust, which possibly would be diverted towards neighboring properties. Hardesty advised they would install an air makeup unit, which is designed to keep the air inside safe and breathable, and air which vents out of the building will be the same. Hardesty acknowledged they would need to get proper permits for installation. Hardesty reviewed questions from the previous month. A contracted company will be keeping a 250-gallon container on site to handle oil from oil changes. If possible, it is their intention to have the first shifts of the day handled by the drivers who keep company vehicles at home. Only 1/3 of the vehicles have back up alarms, those will be backed up into stalls at night so they only need to pull out in the morning, alleviating concerns over early morning noise at 6:30 a.m. There is a summarized work schedule in packets. As they are only going to be tenants, not the property owners, they are not currently aware of plans at this time to remove any of the trees, which currently buffer the properties; Commissioners discussed while it is a challenging parking lot to park in, it does meet the standards.

Czebotar moved to approve a Conditional Use Permit from Transit Solutions, Inc. to permit the use of Transit and Ground Passenger Transportation for the property located at 5315 Paulson Road. Kolk seconded the motion. Motion carried 5-0.

d. Discussion and action to make a recommendation to the Village Board regarding Ordinance #2019-13, an ordinance rezoning the property at 4719 Farwell Street from C-G (General Commercial) to PDI (Planned Development Infill) including the General Plan to develop a mixed use (Phase 1) and commercial building (Phase 2) as requested by Lakestone Properties.

Brian Spanos – Lakestone Properties answered questions received from the Public Hearing portion of the meeting. Commissioners and Spanos discussed rents, holding pond locations, bike racks, and dumpster locations.

Kolk moved to make a recommendation to the Village Board for approval of Ordinance #2019-13, an ordinance rezoning the property at 4719 Farwell Street from C-G (General Commercial) to PDI (Planned Development Infill) including the General Plan to develop a mixed use (Phase 1) and commercial building (Phase 2) as requested by Lakestone Properties. Fischer seconded the motion. Motion carried 5-0.

e. Discussion and action regarding consideration of a Detailed Plan from Lakestone Properties for the property located at 4719 Farwell Street in order to develop a mixed use building (Phase 1).

Spanos reviewed the details of the plans as submitted, including potential colors.

Kolk moved to approve the Detailed Plan from Lakestone Properties for the property located at 4719 Farwell Street in order to develop a mixed use building (Phase 1) contingent upon Village Board approval of the Rezoning and General Plan. Fischer seconded the motion. Motion carried 5-0.

f. Discussion and action regarding the application for Site/Design Review from the McFarland House Cafe for the property located at 5923 Exchange Street in order to construct a secondary building and outdoor patio.

Shaun O'Hearn – O'Hearn Ventures - 5205 Linden Parkway – summarized the licensing for his outdoor patio is contingent upon site review and approval from the Plan Commission. O'Hearn advised they have moved in a different direction from what was discussed at a previous Plan Commission meeting. O'Hearn reviewed the site plan showing where he is looking to tear down the current green house, and build a depot style building. He is holding off on any commercial remodeling on the Café at this time. They have scaled back on their original proposal. The interior building capacity will be 99 people; they have no desire to go larger as it would have to be sprinkled. Capacity will be 30 people in the front area and 60+people in the back. The exterior will hold approximately 60 – 70 people along with planters and a fireplace. Kolk inquired if the intention is to not use the backyard for any service. O'Hearn replied the backyard does have the capability of people walking out of the McFarland House proper with ice cream or beverage. There will be fencing to meet the drinking code. They anticipate people still wanting to sit in the back area. He is planning to clean up the overgrown area in the rear of the property. They have been able to save most of the trees on the site. In response to Kolk's question for parking employees park on Long, Bashford and Exchange Streets. They currently have no real parking layout in the rear of the property; most people do not know it is available. They will striping for eight stalls.

O'Hearn is proposing opening at 4:00 p.m. with the patio closing by 9:00 p.m. and the inside area closing by 10:00 p.m.

Czebotar moved to approve the Site/Design Review from the McFarland House Cafe for the property located at 5923 Exchange Street in order to construct a secondary building and outdoor patio. Kolk seconded the motion. Motion carried 5-0.

g. Discussion and action to make a recommendation to the Village Board regarding Ordinance #2019-14: an ordinance rezoning the property located at 5431 Bremer Road from R-1 (Single Family Residential) to R-2 (Single and Two Family Residential) as requested by Bouffiou Properties.

Sue Smith – 5434 Bremer Road –Spoke out against the rezoning of the property.

Schuenke summarized the rezoning process and the additional action of the CSM. The parcels are consistent with the bulk standards for the duplex the owner is proposing. The rezoning is consistent with the future land use map. Schuenke reviewed the history of the land use map for this area. The lots are large enough to accommodate single-family homes.

Kolk asked for clarification, it is not clear what is being proposed. Are they proposing one duplex on each of the lots? Drew Bouffiou advised he does not have legal rights to the property at this time, the owner, his father Tom Bouffiou is going to be giving him Lot 1 and he will be building a duplex on that lot. They will not be doing anything with Lot 2 for the foreseeable future. Lot 2 will remain in his father's name. He does not want to remove the trees, and wants to keep the density down in that area. Schuenke pointed out single family or two family is permitted in that zoning use.

Christine Shan – 5413 Bremer Road – spoke in opposition of the proposal, feels more research is needed at this time. There are utility issues in the area, and, has concerns about it possibly affecting her property, along with the setbacks and location of driveway.

Dorice Hughes – 5508 Bremer Road – questions why rezone Lot 2 if they are not planning to do anything with that lot.

Bouffiou replied it was due to a meeting he had with administration, and this is consistent with the future land use map, and what is in the area. Commissioners discussed utility issues and challenges in the area.

Kolk summarized he does not feel this would be a large change, going from a one to two family residence on the property. He feels having looked at the proposed plans; it would be consistent with homes in the area. This is a specific request for this property. He does not have a problem with the proposal, but questions rezoning both parcels as there will be two different owners and no plans for the second parcel at this time. Kolk pointed out the location of driveway, setbacks and the likes will be handled per code when the building permit is applied for. Schuenke stated, it is consistent with the future land use map, and rezoning would probably happen in the future. It is simpler to do both at the same time, and on the second lot, a single family home can still be built.

Commissioners discussed the density concerns, meeting future zoning, current zoning of area lots, the comprehensive plan, what current standards require and the ability to review the proposal based on those current standards.

Kolk moved to recommend to the Village Board approval regarding Ordinance #2019-14: an ordinance rezoning the property located at 5431 Bremer Road from R-1 (Single Family

Residential) to R-2 (Single and Two Family Residential) as requested by Bouffiou Properties. Rogers seconded the motion. Motion carried 5-0.

h. Discussion and action to make a recommendation to the Village Board regarding the application for a Certified Survey Map review from Bouffiou Properties for the property located at 5431 Bremer Road.

Schuenke advised the two lots to be created are compliant with the standards for the R-2 district.

Czebotar moved to recommend approval to the Village Board regarding the application for a Certified Survey Map review from Bouffiou Properties for the property located at 5431 Bremer Road. Kolk seconded the motion. Motion carried 5-0.

i. Discussion regarding a possible zoning code amendment regarding the application of setback requirements within the R-1B (Single Family Residence District).

Schuenke summarized per information in packets the Village is trying to address an issue with corner lots in the R-1B zoning district. It is specific only to corner lots and the limitations this district provides. R-1B is to stabilize and protect existing low density areas located near, or on Lake Waubesa. Schuenke went over setbacks and lot sizes in these areas, along with what a true corner lot is, and its setbacks. The Village has had questions on one particular lot that is currently vacant. The lots have enough length, but not enough width at the front. To try to address this situation he would like to bring forward a more formal code change at the next Plan Commission meeting that would provide some flexibility only in this district.

Commissioners concurred they would like to see this at a future meeting.

6. STAFF REPORTS

a. Property Maintenance Report – Kolk inquired why there were no citations for trailers in streets listed on this report. Knoll responded if a complaint is in response to something in the street, the Police Department handles. The Code Enforcement Officer handles complaints regarding anything on the actual property, or generally from the curb in.

b. Community Development Highlights – no comments

7. SCHEDULE NEXT MEETING DATE.

a. Monday, August 19, 2019 at 7:00 pm.

8. ADJOURNMENT.

Kolk moved to adjourn. Fischer seconded the motion, motion carried. Meeting adjourned at 9:48 p.m.



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, August 19, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT:

AGENDA ITEM: On proposed Certified Survey Map from Lakestone Properties, LLC for the property located at 4719 Farwell Street in order to create two lots for a mixed use development.

PREVIOUS ACTION:

ISSUE SUMMARY:

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. 8.19.19 Lakestone - CSM 4719 Farwell St

Please publish in the
McFarland Thistle on
August 1, 2019

**VILLAGE OF MCFARLAND
NOTICE OF PUBLIC HEARING
BEFORE THE PLAN COMMISSION**

NOTICE IS HEREBY GIVEN that there will be a Public Hearing before the Plan Commission on Monday, August 19, 2019 at 7:00 p.m. in the Community Room of the Municipal Center, 5915 Milwaukee St., McFarland, Wisconsin, at which time interested parties and citizens shall have an opportunity to be heard concerning the following:

Review and possible action on a request by Lakestone Properties LLC for a 2-Lot Certified Survey Map (CSM), to re-subdivide 3 existing lots into 2 for a mixed use commercial/residential use. Properties located at 4719 Farwell Street, McFarland, WI.

Legally described as follows: Lots 1, 2 and 3 of Dane County Certified Survey Map No. 3119, recorded as Document No. 1612253 of Dane County Records in Volume 12 of Certified Survey Maps on Page 153, being located in the Southeast 1/4 of the Northwest 1/4 of Section 3, Township 6 North, Range 10 East, Village of McFarland, Dane County, Wisconsin. The properties are currently zoned Phase 1 Planned Development Infill District- Detailed Plan Approved (PDI-DPA) and Phase 2 Planned Development Infill District – General Plan Approved (PDI-GPA).

If you cannot attend the meeting, please submit your written or emailed comments to the Plan Commission before August 19, 2019. The mailing address is:

Village of McFarland
Community Development Department
PO Box 110
McFarland, WI 53558-0110
community.development@mcfarland.wi.us

Respectfully submitted by,
Matt Schuenke
Village Administrator



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, August 19, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT:

AGENDA ITEM: On proposed Certified Survey Map from Jack Kapinus for the property located at 6116 Overlook Drive in order to combine residential parcels.

PREVIOUS ACTION:

ISSUE SUMMARY:

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. 8.19.19 Kapanus - CSM - Overlook dr

Please publish in the
McFarland Thistle on
August 1, 2019

**VILLAGE OF MCFARLAND
NOTICE OF PUBLIC HEARING
BEFORE THE PLAN COMMISSION**

NOTICE IS HEREBY GIVEN that there will be a Public Hearing before the Plan Commission on Monday, August 19, 2019 at 7:00 p.m. in the Community Room of the Municipal Center, 5915 Milwaukee St., McFarland, Wisconsin, at which time interested parties and citizens shall have an opportunity to be heard concerning the following:

Review and possible action on a request by Jack Kapinus for a 2- Lot Certified Survey Map (CSM), to combine multiple parcels at 6116 Overlook Drive, McFarland, WI. Described as Lot 8, part of lot 7, Block 1 of Wa-Che –Etcha. The properties are currently zoned R-1B, Single Family Residence.

If you cannot attend the meeting, please submit your written or emailed comments to the Plan Commission before August 19, 2019. The mailing address is:

Village of McFarland
Community Development Department
PO Box 110
McFarland, WI 53558-0110
community.development@mcfarland.wi.us

Respectfully submitted by,
Matt Schuenke
Village Administrator



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, August 19, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT:

AGENDA ITEM: On proposed Condominium Plat and Declaration from Bizy Lou LLC for the property located at 4719 Siggelkow Road creating Park Woods Condominiums consisting of 6 residential duplex buildings.

PREVIOUS ACTION:

ISSUE SUMMARY:

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. 8.19.19 Bizy Lou - Condo doc - siggelkow rd

Please publish in the
McFarland Thistle on
August 1, 2019

**VILLAGE OF MCFARLAND
NOTICE OF PUBLIC HEARING
BEFORE THE PLAN COMMISSION**

NOTICE IS HEREBY GIVEN that there will be a Public Hearing before the Plan Commission on Monday, August 19, 2019, at 7:00 p.m. in the Community Room of the Municipal Center, 5915 Milwaukee St., McFarland, Wisconsin, at which time interested parties and citizens shall have an opportunity to be heard concerning the following:

Review and possible recommendation to the Village Board on a request by Bizy Lou LLC for approval of a condominium plat and declaration for the project known Park Woods Condominium a 12-unit multi-family to be located at 4719 Siggelkow Road, McFarland, WI. The property is zoned R-3 General Residence

If you cannot attend the meeting, you may submit your written or emailed comments to the Plan Commission before August 19, 2019. The mailing address is:

Village of McFarland
Community Development Department
P.O. Box 110
McFarland, WI 53558
community.development@mcfarland.wi.us

Respectfully submitted by,
Matt Schuenke
Village Administrator

Please publish in the
McFarland Thistle on
August 1, 2019 and August 8, 2019

**VILLAGE OF MCFARLAND
NOTICE OF PUBLIC HEARING
BEFORE THE PLAN COMMISSION**

NOTICE IS HEREBY GIVEN that there will be a public hearing before the Plan Commission on Monday August 19, 2019 at 7:00 p.m. in the Community Room of the Municipal Center, 5915 Milwaukee St., McFarland, Wisconsin, at which time interested parties and citizens shall have an opportunity to be heard concerning the following:

Review and possible recommendation to the Village Board on a request by the Village of McFarland regarding Ordinance 2019-15 An Ordinance to Amend the Zoning Code Regarding the Application of Setback Requirements within the R1-B (Single Family Residence) in the Village Of McFarland.

Information regarding this zoning amendment is available for viewing at the Village of McFarland Community Development office, 5915 Milwaukee Street, McFarland, WI 53558 (Monday-Friday, 8:00 a.m. to 4:00 p.m.) and at the E.D. Locke Public Library, 5920 Milwaukee Street, McFarland, WI 53558 (Monday-Thursday 9:30 a.m. to 8:00 p.m.; Friday-Saturday 9:30 a.m. to 5:30 p.m.; and Sunday 12:30 p.m. to 3:00 p.m.)

If you cannot attend the meeting, you may submit your written or emailed comments to the Plan Commission before August 19, 2019. The mailing address is:

Village of McFarland
Community Development Department
P.O. Box 110
McFarland, WI 53558
community.development@mcfarland.wi.us
Respectfully submitted by,
Matt Schuenke
Village Administrator



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, August 19, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT:

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board on proposed Certified Survey Map from Lakestone Properties, LLC for the property located at 4719 Farwell Street in order to create two lots for a mixed use development.

PREVIOUS ACTION:

The Village Board approved Ordinance 2019-13 on July 22, 2019 to rezone the property from from C-G (General Commercial) to PD-I (Planned Development - Infill) including the General Plan to develop a mixed-use (Phase 1) and commercial building (Phase 2).

ISSUE SUMMARY:

Lakestone Properties LLC is requesting to combine the existing three lots into two lots as part of their previously approved mixed use development. The Village owns the land but Lakestone was selected earlier this year to proceed with this project. The CSM as presented is consistent with the previously approved Phase 1 Planned Development Infill District- Detailed Plan Approved (PDI-DPA) and Phase 2 Planned Development Infill District – General Plan Approved (PDI-GPA), and compliant with what is required for such requests, but there is one item of note:

Public Dedication. Because the two parcels will have their water service coming off of a single public main, there will be an easement to the Village covering the public main (red line on the attached Utility Plan), and an easement for the west parcel's water lateral (blue line on the attached Utility Plan) to cross the east parcel. The water main easement will be 30 feet wide and the lateral easement will be 20 feet, centered on the pipe. The easements are shown on the CSM.

The CSM has been reviewed by the Village Engineer and Village Attorney and are recommended by staff for approval as submitted.

FINANCIAL/BUDGET IMPACT:

This has already been evaluated by the CDA and Village Board through the Tax Increment Financing application. That analysis showed that project will add a significant amount of value to the site and further enhance the financial performance of TID #5.

VILLAGE PLAN REFERENCE:

Property is identified for Mixed Use/Flex Commercial in the Village's Comprehensive Plan.

ORDINANCE REFERENCE:

Section 56-39 Certified Survey Map

Section 56-71 Technical Requirements for Certified Survey Maps

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for recommendation to the Village Board.



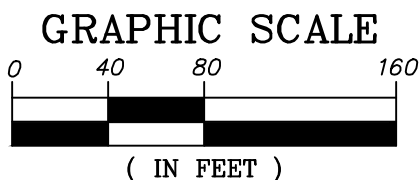
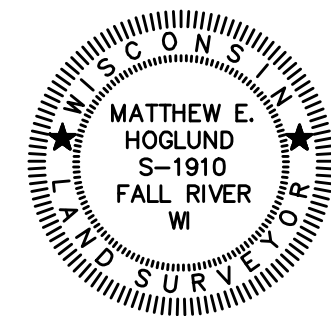
ATTACHMENTS:

1. Appendix A Farwell Street CSM 8-14-19
2. Appendix B Lakestone 4719 Farewell Utility Plan-marked up

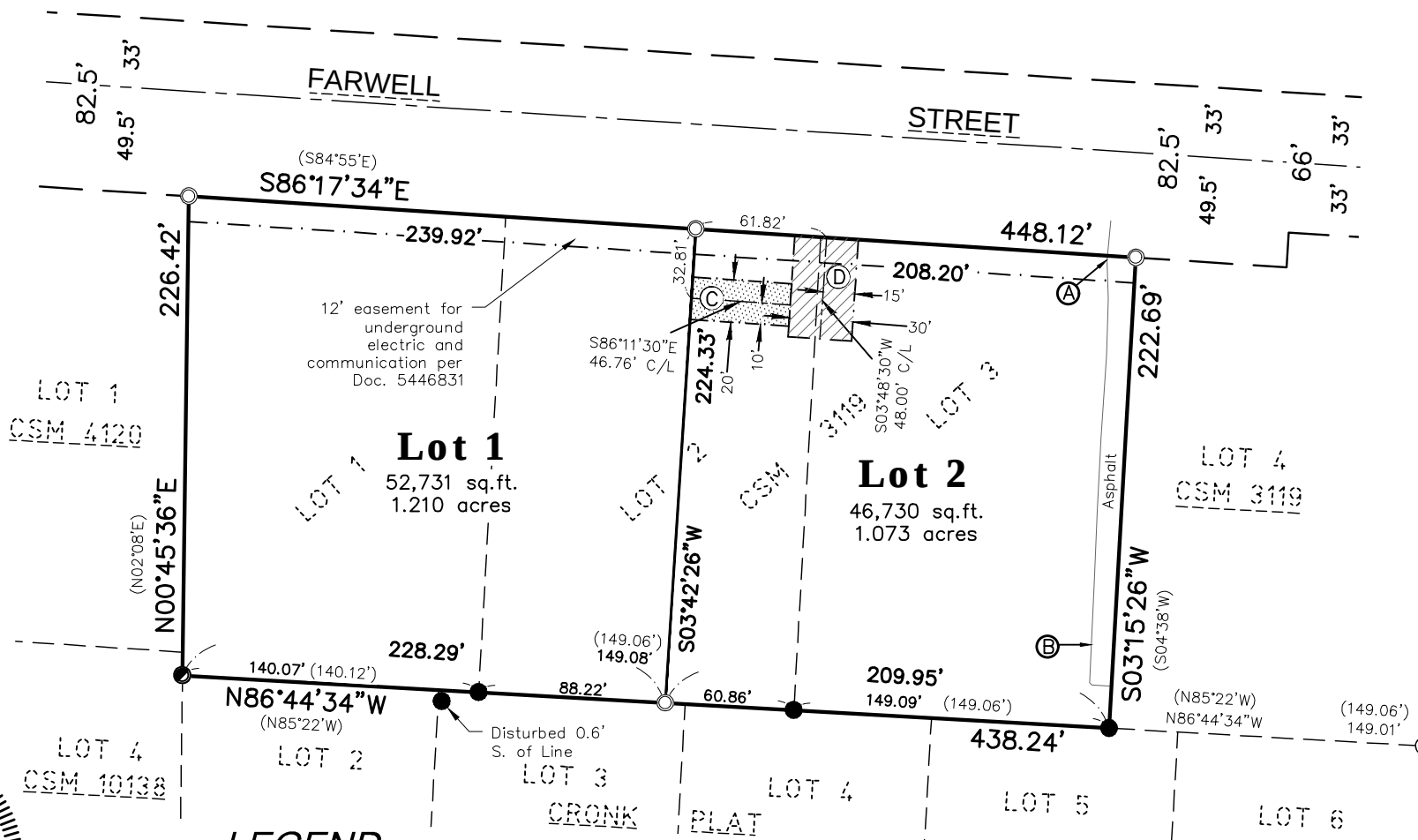
DANE COUNTY CERTIFIED SURVEY MAP

Lots 1, 2, and 3 of CSM 3119, being located in the SE 1/4 of the NW 1/4 of Section 3, T.6N., R.10E., Village of McFarland, Dane County, Wisconsin

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____



Bearings are referenced to the South line of CSM 3119, which bears N86°44'34"W on the Dane County Coordinate System



LEGEND

- 1-1/4" Iron Pipe Found
- 3/4" Rebar Found
- ⊙ 1" Iron Pipe Found
- ⊙ 3/4" by 24" Iron Rebar Set - 1.5 lbs./ft.
- (448.12') Record Data (if different)
- Boundary Line
- Lot Division Line
- - - - - Platted Lot Line
- - - - - R/W Line
- - - - - Easement Line
- - - - - Easement Center Line

Notes:

- Date of field survey - March 22, 2019
- Ⓐ Adjoining driveway encroaches 13.5' west of property line
 - Ⓑ Adjoining driveway encroaches 10.6' west of property line
 - Ⓒ 20' Non-exclusive private water lateral easement over Lot 2 for the benefit of Lot 1 (Dot hatched)
 - Ⓓ 30' Non-exclusive water main easement dedicated to the Village of McFarland (Cross hatched)

Owner & Subdivider:
Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558

Total Area:
99,461 sq.ft.
2.283 acres

QUAM ENGINEERING, LLC

4604 SIGGLEKOW ROAD - SUITE A MCFARLAND, WI 53558
608-838-7750 www.quamengineering.com
Project # SP-20-19

AUGUST 14, 2019
SHEET 1 OF 3

Drawn By: MEH
Project # SP-20-19

DANE COUNTY
CERTIFIED SURVEY MAP # _____

Lots 1, 2, and 3 of CSM 3119, being located in the SE 1/4 of the NW 1/4 of Section 3, T.6N., R.10E., Village of McFarland, Dane County, Wisconsin

SURVEYOR’S CERTIFICATE:

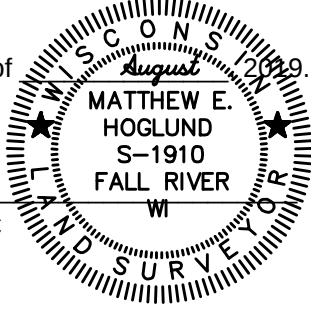
I, Matthew E. Hoglund, Registered Land Surveyor, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided, and mapped the following Certified Survey being Lots 1, 2 and 3 of Dane County Certified Survey Map No. 3119, recorded as Document No. 1612253 of Dane County Records in Volume 12 of Certified Survey Maps on Page 153, being located in the Southeast 1/4 of the Northwest 1/4 of Section 3, Township 6 North, Range 10 East, Village of McFarland, Dane County, Wisconsin

BEING SUBJECT TO all easements and agreements, if any, of record and/or fact.

I further certify, to the best of my knowledge and belief, that this map is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made; that I have made such survey, land division, and map by the direction of Brian Spanos, agent for the owner of said land; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Village of McFarland Subdivision Regulations in surveying, dividing, and mapping the same.

Dated this 14th day of August, 2019.

Quam Engineering, LLC
By: Matthew E. Hoglund
P.L.S. S-1910



VILLAGE OF McFARLAND PLAN COMMISSION CERTIFICATE:

This land division is hereby approved by the Plan Commission of the

Village of McFarland on this ____ day of _____, 2019.

Cassandra Suettinger, Clerk, Village of McFarland

VILLAGE OF McFARLAND BOARD CERTIFICATE:

Resolved, that this Certified Survey Map is hereby approved and dedications accepted by the Village Board of the Village of McFarland

Dated this ____ day of _____, 2019.

Cassandra Suettinger, Clerk, Village of McFarland

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

Drawn By: MEH
Project # SP-20-19

DANE COUNTY
CERTIFIED SURVEY MAP # _____

Lots 1, 2, and 3 of CSM 3119, being located in the SE 1/4 of the NW 1/4 of Section 3, T.6N., R.10E., Village of McFarland, Dane County, Wisconsin

CORPORATE OWNERS CERTIFICATE:

The Village of McFarland, a Wisconsin municipal corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented on this map. The Village of McFarland does further certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Village of McFarland

IN WITNESS WHEREOF, the said Village of McFarland has caused these presents to be signed

by _____, _____ and _____,
_____ at _____, Wisconsin, and its corporate seal to
be hereunto affixed on this _____, day of _____, 20__.

In the presence of: _____

STATE OF WISCONSIN)
COUNTY DANE) SS

Personally came before me this ____ day of _____, 20__, _____

and _____, of the above named Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be the

_____ and _____ of said Wisconsin municipal corporation and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

(Notary Seal) _____ Notary Public, _____, Wisconsin

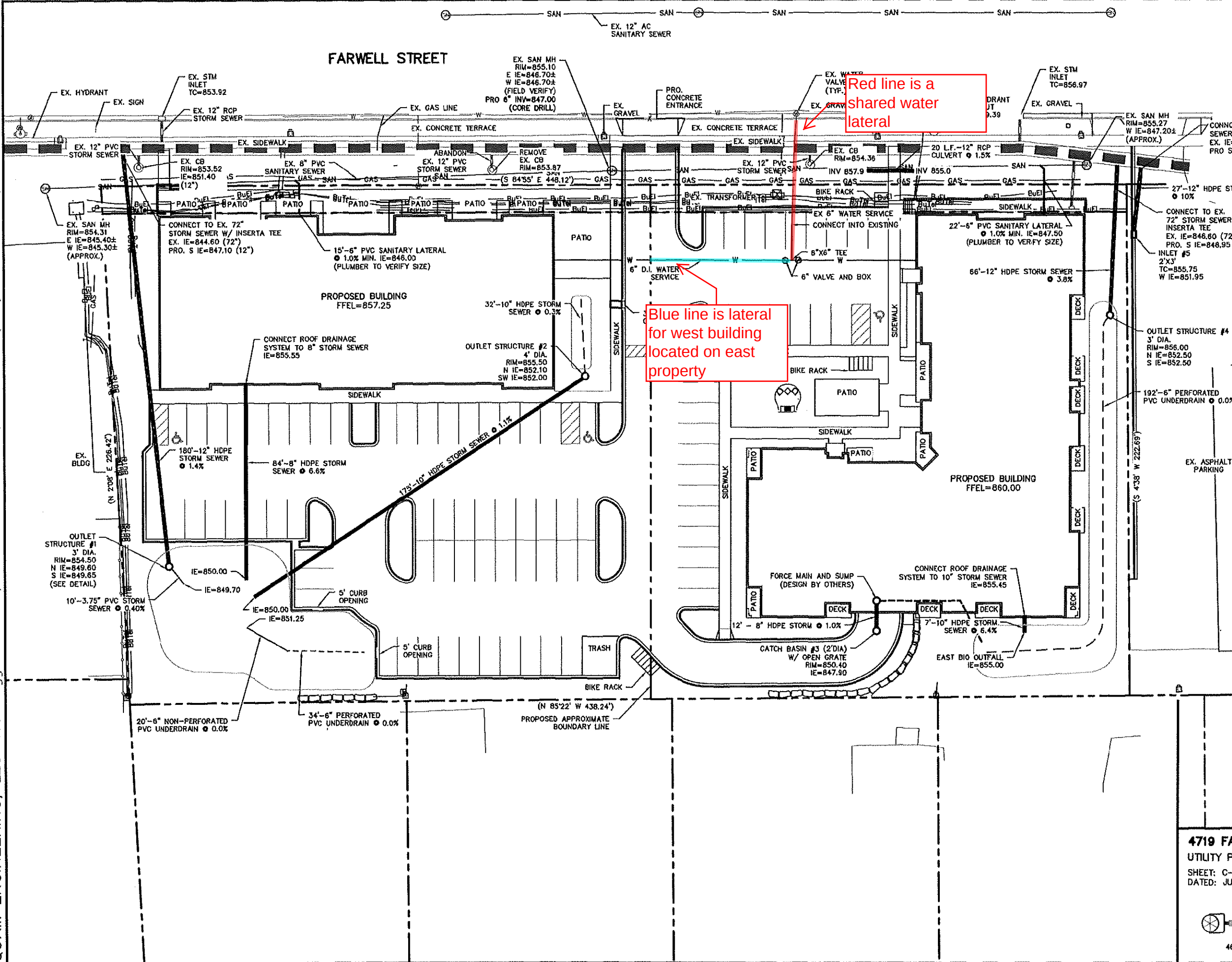
My commission expires _____.



REGISTER OF DEEDS CERTIFICATE:

Received for recording this ____ day of _____, 20__, at _____ o'clock __ M. and
recorded in Volume _____ of Certified Survey Maps on Pages _____
as Document No. _____.

Kristi Chlebowski, Dane County Register of Deeds



TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN
CALL DIGGERS HOTLINE
 1-800-242-8511
 TOLL FREE
 TDD (FOR THE HEARING IMPAIRED) (800) 542-2289
 WIS. STATUTE 182.0175 (1974)
 REQUIRES MIN. OF 3 WORK DAYS
 NOTICE BEFORE YOU EXCAVATE

4719 FARWELL STREET DEVELOPMENT
 UTILITY PLAN
 SHEET: C-4
 DATED: JUNE 25, 2019
QUAM ENGINEERING, LLC
 Residential and Commercial Site Design Consultants
 www.quamengineering.com
 4604 Siggekow Road, Suite A - McFarland, Wisconsin 53558
 Phone (608) 838-7750; Fax (608) 838-7752



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, August 19, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT:

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board regarding a Certified Survey Map from Jack Kapinus for the property located at 6116 Overlook Drive in order to combine residential parcels.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

The applicant is requesting approval of a Certified Survey Map to combine two lots described as as Lot 8, part of lot 7, Block 1 of the Plat of Wa-Che –Etcha. The properties are currently zoned R-1B, Single Family Residence. A map showing the current conditions is enclosed plus the requested CSM. As shown on the map, there is three foot strip of land (parcel 061004400851) that is a "remnant of Lot 8". The owners of Lot 8 (parcel 061004400781) were able to obtain title to the remnant lot via a Dane County Circuit Court judgement (see attached). Based on research by the Village Attorney, it appears that sometime between when the plat was recorded in 1911 and 1945 the southerly three feet of Lot 8 was separated from Lot 8. By approving the CSM the owners will be able to clean up the remnant lot and increase the conformity of the existing structures on the larger lot to the required side yard setbacks of the R-1B district. The CSM as presented is compliant with what is required for such requests and has been reviewed by the Village Attorney. Staff recommends approval with the following condition:

1. Update Village of McFarland Clerk to Cassandra Suettinger on Sheet 3 of 3 of the CSM.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

Property is identified for Single Family Residential in the Village's Comprehensive Plan.

ORDINANCE REFERENCE:

Section 56-39 Certified Survey Map

Section 56-71 Technical Requirements for Certified Survey Maps

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented For Recommendation To The Village Board.

ATTACHMENTS:

1. Appendix A 6116 Overlook Dr - Kapinus - CSM
2. Appendix B Kapinus Aerial Map



3. Appendix C Kapinus Order for Judgment

**Village of McFarland
Community Development Department**

RECEIVED

JUL 03 2019

Plan Commission Application – 2019

VILLAGE OF MCFARLAND

~Please complete application in full~

Applicant - Owner	<u>Tack Kapinus</u>	Applicant's Agent	<u>Williamson Surveying</u>
		Name	<u>Chris Adams</u>
Address	<u>6116 Overlook DR, McFarland</u>	Address	<u>104A W. Main St, Wausaukee</u>
Email	<u>SRKAPI@gmail.com</u>	Email	<u>chris@williamsonsurveying.com</u>
Phone #	<u>575-2555</u>	Phone #	<u>608-255-5705</u>
Fax #		Fax #	<u>608-849-9760</u>

Type of Proposal – Please check boxes below that apply - Parcel No(s). 061004400781 & 061004400851

Requires Public Hearing (Class One)	FEES	Requires Public Hearing (Class Two)	FEES	Public Hearing Not required	FEES
☐ Preliminary Plat	\$500+AF	☐ Conditional Use	\$275+F	☐ Annexation	At cost
☐ Preliminary Plat (reapplication)	\$500+BF	☐ Rezoning (map)	\$175+	☐ Dev. Agreement Including Addendums	\$400 F
☒ Certified Survey Map	\$300+F	☐ Zoning Amendment (text)	\$250+F	☐ Final Plat	\$500 +CF
☐ Condominium	\$300+EF	☐ Variance-Board of Zoning Appeals	\$250+F	☐ Final Plat (reapplication)	\$400 +DF
				☐ Site/Design Review	\$400 + F
				Escrow Deposits (covers costs for outside consultants; e.g., engineers, attorneys, etc.)	
				☐ R-E, R-3 & PD (up to 50 acres)	\$5,000
				☐ R-E, R-3 & PD (greater than 50 acres)	\$10,000
				☐ Commercial Site/Design Review (5,000 sq. ft. or more)	\$2,000
				☐ All Plats including condominiums	\$5,000

+ = Plus publication and notification charges

A = Plus \$50.00 per lot

B = Any preliminary plat which has previously been reviewed/revised within the last 36 months

C = Plus \$50.00 for each lot within the final plat

D = Any final plat which has been previously reviewed or/ revised within the last 36 months

E = Plus \$40.00 for each unit shown

F = Plus actual legal, engineering and financial consulting costs incurred by the Village

G = Plus \$25.00 per lot for two or more lots.

Nature of the development proposal: Must provide address of proposed development, legal description, current zoning and description of proposal. (Attach additional paper if needed)

6116 Overlook DR - Lot 8, part of Lot 7, Block 1 PLAT
of Wa-che-Etcha, Combine multiple parcels and eliminate old Lot Lines.

What action is the applicant requesting of the Plan Commission?

Approved the combination of parcels into 1 lot

Has this specific proposal been previously discussed or acted upon by the Plan Commission?

☐ YES ☒ NO (If "yes" state the nature and the date(s) of the previous application.)

PLEASE READ AND SIGN ON THE REVERSE SIDE - AT THE BOTTOM

Schedule: The Village of McFarland Plan Commission conducts meetings on the third Monday of each month at 7:00 p.m. at the McFarland Municipal Center in the Community Room. To ensure adequate time for staff review, and publication of legal notices, all potential agenda item materials are required to be submitted, per the schedule listed below. * **Twelve (12) Copies** of all materials, **one copy must be 8 ½ x 11, - 11 copies to be 11 x 17** (only *one* copy of application, completed in full, is necessary) shall be submitted to the Community Development Department (608-838-3154), with fees paid **by NOON of the deadline day**, according to the following schedule:

Village of McFarland Plan Commission 2019 Schedule

***Submittal Deadline Noon on:**

For Scheduled 2019 Meeting date of:

December 12 (2018) -----	January Tuesday Jan. 22
January 8 -----	February 18
February 12 -----	March 18
March 12 -----	April 15
April 9 -----	May 20
May 14 -----	June 17
June 11 -----	July 15
July 9 -----	August 19
August 13 -----	September 16
September 10 -----	October 21
October 8 -----	November 18
November 5 -----	December 16 (Pending)
December 10 -----	(Pending) Tuesday, Jan. 21, 2020

*** Submittal deadline: No exceptions can be given for above deadlines**

- **Materials submitted for review after the submittal deadline date (or incomplete submittals) will be held over until the next scheduled meeting.**
- **I understand failure to provide required materials/information/fees by the submittal deadline can result in this application being withdrawn for consideration by the Plan Commission. In addition any fees not paid for (i.e. legal notices, mailings, etc.) will require any permits to be withheld until all payments are made in full.**

X *Jack Kapenur*
Signature of Applicant/Agent

7-1-19
Date

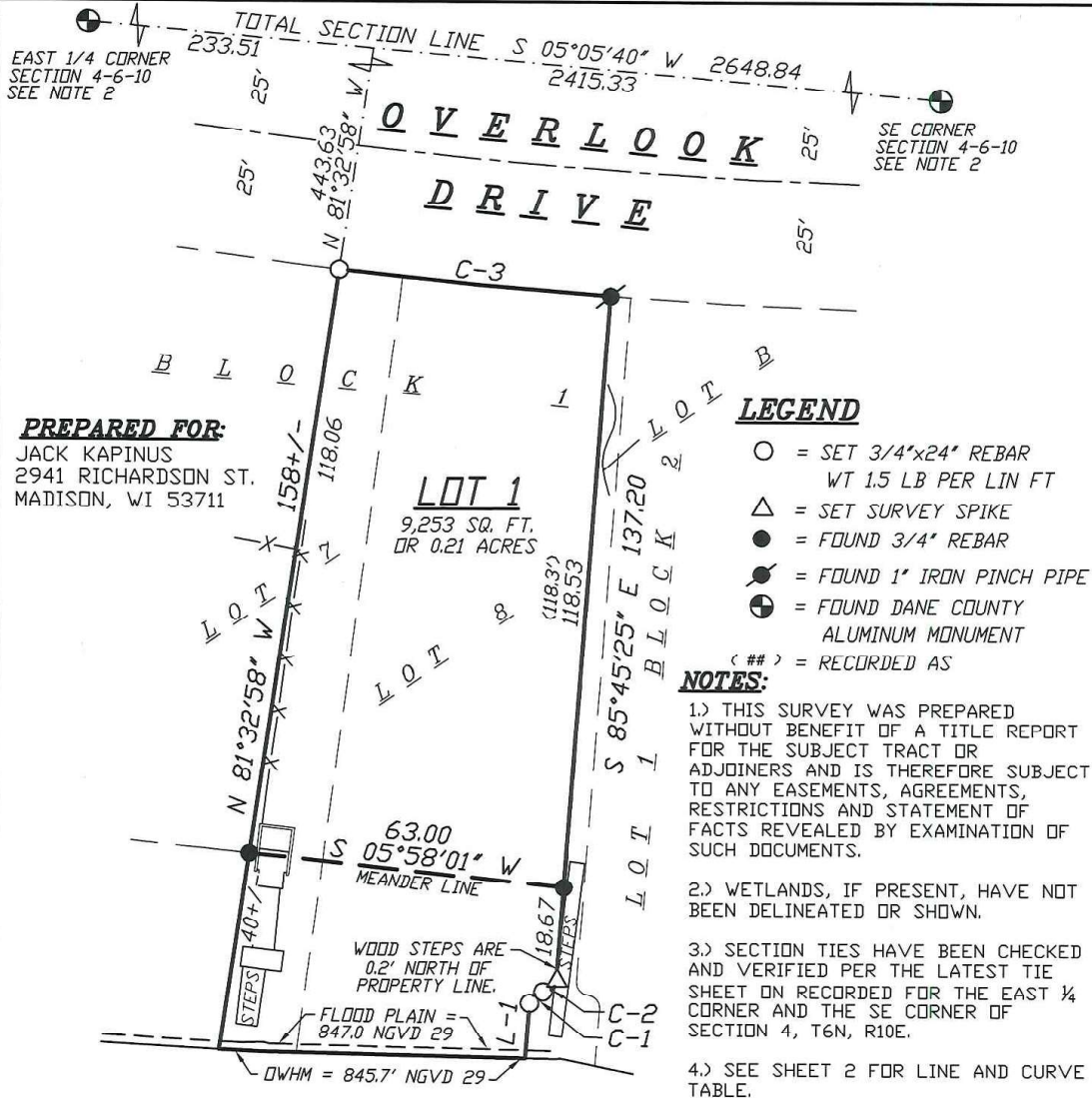


CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

NDA T. PRIEVE & CHRIS W. ADAMS, PROFESSIONAL LAND SURVEYORS
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the NE 1/4 of the SE 1/4 of Section 4, T6N, R10E, Village of McFarland, Dane County, Wisconsin. Including all of Lot 8 and part of Lot 7, Block 1, Plat of Wa-Che-Etcha.



Sheet 1 of 3

19W-136



CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

NOA T. PRIEVE & CHRIS W. ADAMS, PROFESSIONAL LAND SURVEYORS
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, T6N, R10E, Village of McFarland, Dane County, Wisconsin. Including all of Lot 8 and part of Lot 7, Block 1, Plat of Wa-Che-Etcha.

SURVEYOR'S CERTIFICATE

I, Noa T. Prieve, Professional Land Surveyor hereby certify that this survey is correct to the best of the professional surveyor's knowledge and belief and is in full compliance with the provisions of Chapter A-E 7 and Chapter 236.34 Wisconsin Statutes, the subdivision regulations of Dane County, and by the direction of the owners listed below, I have surveyed, divided, and mapped a correct representation of the exterior boundaries of the land surveyed and the division of that land, Located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, T6N, R10E, Village of McFarland, Dane County, Wisconsin. Including all of Lot 8 and part of Lot 7, Block 1, Plat of Wa-Che-Etcha, recorded in the Dane County Register of Deeds Office in Volume 4 of Plats, Page 36A, as Document No. 311441, more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 4; thence S $05^{\circ}05'40''$ W along the East line of the Southeast $\frac{1}{4}$, 233.51 feet; thence N $81^{\circ}32'58''$ W, 443.63 feet to the point of beginning.

Thence continue N $81^{\circ}32'58''$ W, 118.06 feet to the meander line; thence S $05^{\circ}58'01''$ W along said meander line, 63.00 feet; to the South line of said Lot 8, Block 1, thence S $85^{\circ}45'25''$ E along the said South line of Lot 8, Block 1, 118.53 feet to the West right-of-way of Overlook Drive; thence along said West right-of-way of Overlook Drive along an arc of a curve concaved easterly having a radius of 1178.10 feet and a long chord bearing of N $05^{\circ}25'03''$ E, 54.32 feet to the point of beginning. Along with Dane County Circuit Court Judgment Case Number 19-CV-791 being the southerly 3 feet of Lot 8, Block 1, Plat of Wa-Che-Etcha. This parcel contains 9,253 sq. ft. or 0.21 acres and includes all that land lying between the meander line and the ordinary high water mark thereof.

Williamson Surveying and Associates, LLC
by Noa T. Prieve & Chris W. Adams

Date _____

Noa T. Prieve S-2499
Professional Land Surveyor

CURVE TABLE:

C-#	RADIUS	CHORD BEARING	CHORD DIST.	ARC	DELTA
C-1	2.50	S $40^{\circ}45'25''$ E	3.54	3.93	$90^{\circ}00'00''$
C-2	2.50	S $40^{\circ}45'25''$ E	3.54	3.93	$90^{\circ}00'00''$
C-3	1178.10	N $05^{\circ}25'03''$ E	54.32	54.32	$02^{\circ}38'31''$

LINE TABLE:

L-#	BEARING	DISTANCE
L-1	S $85^{\circ}45'25''$ E	11+/-

SURVEYORS SEAL

Sheet 2 of 3

19W-136



CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

NDA T. PRIEVE & CHRIS W. ADAMS, PROFESSIONAL LAND SURVEYORS
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, T6N, R10E, Village of McFarland, Dane County, Wisconsin. Including all of Lot 8 and part of Lot 7, Block 1, Plat of Wa-Che-Etcha.

VILLAGE OF MCFARLAND APPROVAL

Resolved that this certified survey map is hereby acknowledged and approved by the Village of McFarland on this ____ day of _____, 20____.

Tanya O'Malley
Village of McFarland Clerk

REGISTER OF DEEDS:

Received for recording this ____ day of _____, 20____ at ____ o'clock ____M. and recorded in Volume _____ of Dane County Certified Surveys on pages ____ through ____.

Kristi Chlebowski
Register of Deeds

SURVEYORS SEAL

DOCUMENT NO. _____

CERTIFIED SURVEY MAP NO. _____

Sheet 3 of 3

19W-136



143.6'

FILED
05-23-2019
CIRCUIT COURT
DANE COUNTY, WI
2019CV000791

DATE SIGNED: May 23, 2019

Electronically signed by Stephen E Ehlke
Circuit Court Judge

RECEIVED
MAY 28 2019
VILLAGE OF MCFARLAND

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

JACK KAPINUS and
RENEE KAPINUS
6116 Overlook Drive
McFarland, WI 53558,

Plaintiffs,

v.

Case Number: 19-CV-791
Other Real Estate: 30405

ISLAND LAKE LAND COMPANY,
a dissolved Wisconsin corporation, and
ALL PERSONS UNKNOWN CLAIMING ANY RIGHT,
TITLE, OR INTEREST IN OR LIEN UPON THE SOUTHERLY
THREE FEET OF LOT 8, BLOCK 1, WA-CHE-ETCHA,
MCFARLAND, WISCONSIN

Defendants.

ORDER FOR JUDGMENT AND JUDGMENT IN REM AS TO REAL PROPERTY

The above-entitled matter having come on for hearing on Plaintiffs' Motion for Default Judgment in Rem as to Real Property on May 23, 2019, the Honorable Stephen E. Ehlke presiding, that based upon the submissions of the Plaintiffs, arguments of counsel, due proof of service of process as required by law, and the entire file herein, and for the reasons set forth on the record,

IT IS HEREBY ORDERED THAT:

1. All material allegations of the Plaintiffs' Complaint are true and correct.
2. Notice of pendency of this action was properly filed with the Dane County Register of Deeds.
3. Plaintiffs' Motion for Default Judgment in Rem as to Real Property is granted.
4. Legal title to the fee of the following described property in Dane County, Wisconsin (the "Remnant of Lot 8") is hereby vested in the name of Jack Kapinus and Renee Kapinus, husband and wife, as survivorship marital property:

The southerly 3 feet of Lot 8, Block 1, WA-CHE-ETCHA, Village of McFarland, Dane County, Wisconsin

Tax Key No.: 154/0610-044-0085-1

Address: No parcel address available

5. A copy of this Order may be recorded with the Dane County Register of Deeds.
6. All persons, other than the Plaintiffs, claiming a right, title or interest in and to the Remnant of Lot 8 that arose prior to the date of this Order, are forever barred and foreclosed of all right, title, or interest in and to the Remnant of Lot 8.

RECEIVED

MAY 28 2019

VILLAGE OF MCFARLAND



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, August 19, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT:

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board regarding a Condominium Plat and Declaration from Bizy Lou LLC for the property located at 4719 Siggelkow Road creating Park Woods Condominiums consisting for 6 residential duplex buildings.

PREVIOUS ACTION:

On June 18, 2018 the Plan Commission approved a site plan for the development. The Village Board approved Ordinance 2018-08 on June 25, 2018 to rezone the property to R-3 General Residence.

ISSUE SUMMARY:

Lou Cheramy and Dave Bisbee known as Bizy Lou LLC, propose to construct 6 duplex buildings for a total of 12 units on one 2.38 acre lot. The property is zoned R-3 General Residence. This area has been surrounded by a mix of multi-family, commercial as well as single-family zoning districts for the last 20 years. The Village Board approved Ordinance 2018-08 on June 25, 2018 to rezone the property to R-3 General Residence. On June 18, 2018 the Plan Commission approved a site plan for the development. The attached application is consistent with the previous approvals. The only change requested is to change the development to a condominium. Under Section 56-8 of the Village's Subdivision Code, condominium developments follow the same approval process as a preliminary plat. There is no final plat approval process for the condominium plat. Once this makes it through the Village's approval process, then the developer must comply with recording requirements under Chapter 703 of the Wisconsin Statutes. The condominium documents have been reviewed by the Village Engineer and Village Attorney and staff recommends approval as submitted.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

Property is identified for Mixed Use/Flex Commercial in the Village's Comprehensive Plan.

ORDINANCE REFERENCE:

Section 56-8 Condominium Developments.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for Recommendation to the Village Board.

ATTACHMENTS:



1. Appendix A Bizzy Lou LLC - Condo PC app Siggelkow Rd 7.10.19
2. Appendix B PARK WOODS PLAT OF CONDO (7-24-19)
3. Appendix C Disclosure Materials - Park Woods 05.31.19 (02016679x0)
4. Appendix D Executive Summary - Park Woods - DRAFT - 07.03.19 (02048678x9CDD3)
5. Appendix E Park Woods Declaration of Condominium (02016635x0)
6. Appendix F Park Woods Condominium Association - Articles of Incorporation (02016791x9CDD3)
7. Appendix G Bylaws - Park Woods Condominium Association 05.31.19 (02016866x0)
8. Appendix H Admin Rules Regulations - Park Woods - DRAFT - 07.03.19 (02048650x9CDD3)
9. Appendix I Monthly Operating Budget - Park Woods - DRAFT - 07.03.19 (02048682x9CDD3)

**Village of McFarland
Community Development Department**

RECEIVED
JUL 10 2019
VILLAGE OF MCFARLAND

Plan Commission Application – 2019

~Please complete application in full~

Applicant - Owner	LOUIS CHERAMY	Applicant's Agent	
	BIZY LOW LLC	Name	
Address	5212 VALLEY DR. MCF	Address	
Email	cheramybuilders@charter.net	Email	
Phone #	608-235-8131	Phone #	
Fax #		Fax #	

Type of Proposal – Please check boxes below that apply - Parcel No(s). 0710-343-0521-1

Requires Public Hearing (Class One)	FEES	Requires Public Hearing (Class Two)	FEES	Public Hearing Not required	FEES
☐ Preliminary Plat	\$500+AF	☐ Conditional Use	\$275+F	☐ Annexation	At cost
☐ Preliminary Plat (reapplication)	\$500+BF	☐ Rezoning (map)	\$175+	☐ Dev. Agreement Including Addendums	\$400 F
☐ Certified Survey Map	\$300+F	☐ Zoning Amendment (text)	\$250+F	☐ Final Plat	\$500 +CF
☒ Condominium	\$300+EF	☐ Variance-Board of Zoning Appeals	\$250+F	☐ Final Plat (reapplication)	\$400 +DF
				☐ Site/Design Review	\$400 + F
+ = Plus publication and notification charges A = Plus \$50.00 per lot B = Any preliminary plat which has previously been reviewed/revised within the last 36 months C = Plus \$50.00 for each lot within the final plat D = Any final plat which has been previously reviewed or/ revised within the last 36 months E = Plus \$40.00 for each unit shown F = Plus actual legal, engineering and financial consulting costs incurred by the Village G = Plus \$25.00 per lot for two or more lots.				Escrow Deposits (covers costs for outside consultants; e.g., engineers, attorneys, etc.)	
				☐ R-E, R-3 & PD (up to 50 acres)	\$5,000
				☐ R-E, R-3 & PD (greater than 50 acres)	\$10,000
				☐ Commercial Site/Design Review (5,000 sq. ft. or more)	\$2,000
				☐ All Plats including condominiums	\$5,000

Nature of the development proposal: Must provide address of proposed development, legal description, current zoning and description of proposal. (Attach additional paper if needed)

CONDOMINIUMS

What action is the applicant requesting of the Plan Commission?

CHANGE APPROVED DUPLEX DEVELOPEMENT To Condominiums

Has this specific proposal been previously discussed or acted upon by the Plan Commission?

☐ YES ☒ NO (If "yes" state the nature and the date(s) of the previous application.)

PLEASE READ AND SIGN ON THE REVERSE SIDE - AT THE BOTTOM

Schedule: The Village of McFarland Plan Commission conducts meetings on the third Monday of each month at 7:00 p.m. at the McFarland Municipal Center in the Community Room. To ensure adequate time for staff review, and publication of legal notices, all potential agenda item materials are required to be submitted, per the schedule listed below. * **Twelve (12) Copies** of all materials, **one copy must be 8 ½ x 11, - 11 copies to be 11 x 17** (*only one copy of application, completed in full, is necessary*) shall be submitted to the Community Development Department (608-838-3154), with fees paid **by NOON of the deadline day**, according to the following schedule:

Village of McFarland Plan Commission 2019 Schedule

***Submittal Deadline Noon on:**

For Scheduled 2019 Meeting date of:

December 12 (2018) -----	January Tuesday Jan. 22
January 8-----	February 18
February 12-----	March 18
March 12-----	April 15
April 9-----	May 20
May 14-----	June 17
June 11-----	July 15
July 9-----	August 19
August 13-----	September 16
September 10-----	October 21
October 8-----	November 18
November 5-----	December 16 (Pending)
December 10-----	(Pending) Tuesday, Jan. 21, 2020

*** Submittal deadline: No exceptions can be given for above deadlines**

- **Materials submitted for review after the submittal deadline date (or incomplete submittals) will be held over until the next scheduled meeting.**
- **I understand failure to provide required materials/information/fees by the submittal deadline can result in this application being withdrawn for consideration by the Plan Commission. In addition any fees not paid for (i.e. legal notices, mailings, etc.) will require any permits to be withheld until all payments are made in full.**

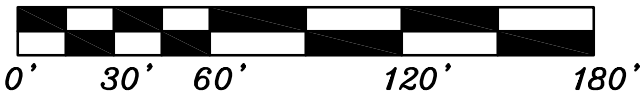
X 
Signature of Applicant/Agent

07/10/19
Date

PREPARED FOR:
CHERAMY BUILDERS
5212 VALLEY DRIVE
McFARLAND, WI 53558

BEARINGS ARE THE WEST LINE OF LOT 11
ASSESSOR'S PLAT No. 4 TOWNSHIP OF
BLOOMING GROVE. LINE TO BEAR = N 02°24'23" W

SCALE 1" = 60'



LEGEND

- = FOUND 3/4" REBAR
- ⦿ = FOUND 1 1/4" REBAR
- (##) = RECORDED AS

PARK WOODS PLAT
OF CONDOMINIUM
DANE COUNTY, WISCONSIN
WILLIAMSON SURVEYING & ASSOCIATES, LLC

SURVEYOR'S CERTIFICATE:

I, Chris W. Adams, Professional Land Surveyor, hereby certify that this plat is a correct representation of the condominium described and identification and location of the units and the common and limited common elements can be determined from the plat.

Williamson Surveying and Associates, LLC
by Noa T. Prieve & Chris W. Adams

DATE: _____

Chris W. Adams S-2748
Professional Land Surveyor

NOTES:

- 1.) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT FOR THE SUBJECT TRACT OR ADJOINERS AND IS THEREFORE SUBJECT TO ANY EASEMENTS, AGREEMENTS, RESTRICTIONS AND STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.
- 2.) AREA COMPUTATIONS AND DIMENSIONS ARE BASED ON FIELD MEASUREMENTS OR ARCHITECTURAL PLANS DIMENSIONS AND DO NOT SUPERSEDE UNIT BOUNDARIES AS SET FORTH IN THE CONDOMINIUM DECLARATION.
- 3.) DRIVEWAYS ARE LIMITED COMMON ELEMENTS.
- 4.) SIDEWALKS ARE LIMITED COMMON ELEMENTS.
- 5.) FUTURE PATIOS ARE LIMITED COMMON ELEMENTS.
- 6.) FUTURE WOOD DECKS ARE LIMITED COMMON ELEMENTS.
- 7.) ALL OTHER AREAS NOT DESIGNATED AS LIMITED COMMON ELEMENT, IS A COMMON ELEMENT. (CE)
- 8.) AREA = 103,950 SQ.FT. OR 2.38 ACRES
- 9.) WETLANDS, IF PRESENT, HAVE NOT BEEN DELINEATED OR SHOWN.
- 10.) FLOOD PLAIN, IF PRESENT, HAS NOT BEEN LOCATED OR SHOWN.

There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this ____ day of _____, 20__

Dane County Planning and Development

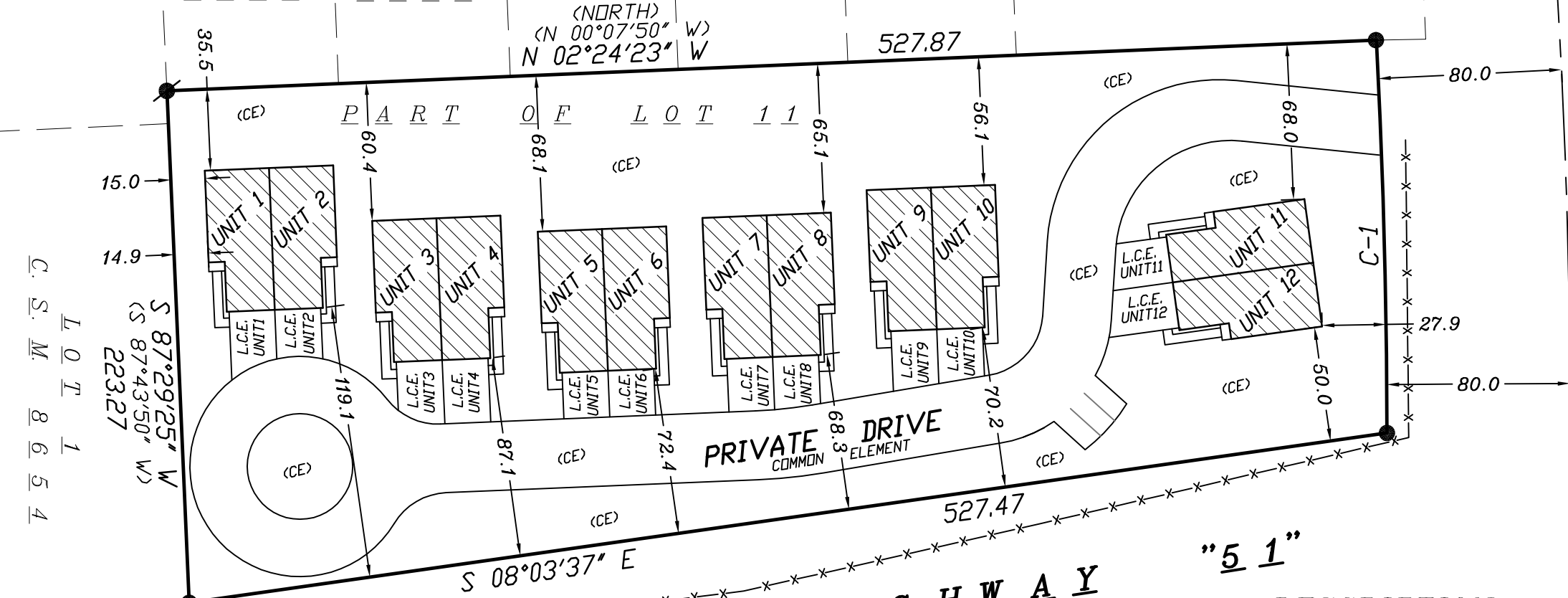
DESCRIPTION:

Part of Lot 11, Assessor's Plat No. 4 Township of Blooming Grove (now the Village of McFarland, except land to the D.O.T. in R16865/4, all in the NE 1/4 of the SW 1/4 of Section 34, T7N, R10E, in the Village of McFarland, Dane County, Wisconsin more particularly described as follows:

Beginning at the southwest corner of said Lot 11; thence N 02°24'23" W, 527.87 feet to the south right of way of Siggelkow Road; thence along the arc of a curve concaved southerly having a radius of 3194.04 feet and a long chord bearing N 88°27'08" E, a distance of 171.32 feet to the westerly right of way of U.S. Highway "51"; thence S 08°03'37" along said right of way, 527.47 feet; thence S 87°29'25" W, 223.27 feet to the point of beginning.

ASSESSOR'S PLAT NO. 4 TOWNSHIP OF BLOOMING GROVE

LOT 2 C.S.M. 8 1 7 8 LOT 2 C.S.M. 3 0 3 4 LOT 1 C.S.M. 3 0 3 4 LOT 1 3 LOT 1 4 LOT 1 5 LOT 3 C.S.M. 6 3 1 1



SIGGELKOW ROAD

UNITED STATES HIGHWAY "51"

CURVE TABLE:

C-#	RADIUS	CHORD BEARING	ARC	DELTA
C-1	3194.04	N 88°27'08" E 171.32	171.34	03°04'25"

RECEIVED FOR RECORDING THIS _____ DAY OF _____, AT _____ O'CLOCK _____ M. AND RECORDED IN VOLUME _____ OF CONDOS ON PAGES _____ AND _____ DOCUMENT NO. _____ REGISTER OF DEEDS



WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.

NOA T. PRIEVE & CHRIS W. ADAMS
PROFESSIONAL LAND SURVEYORS

PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

SURVEYORS SEAL

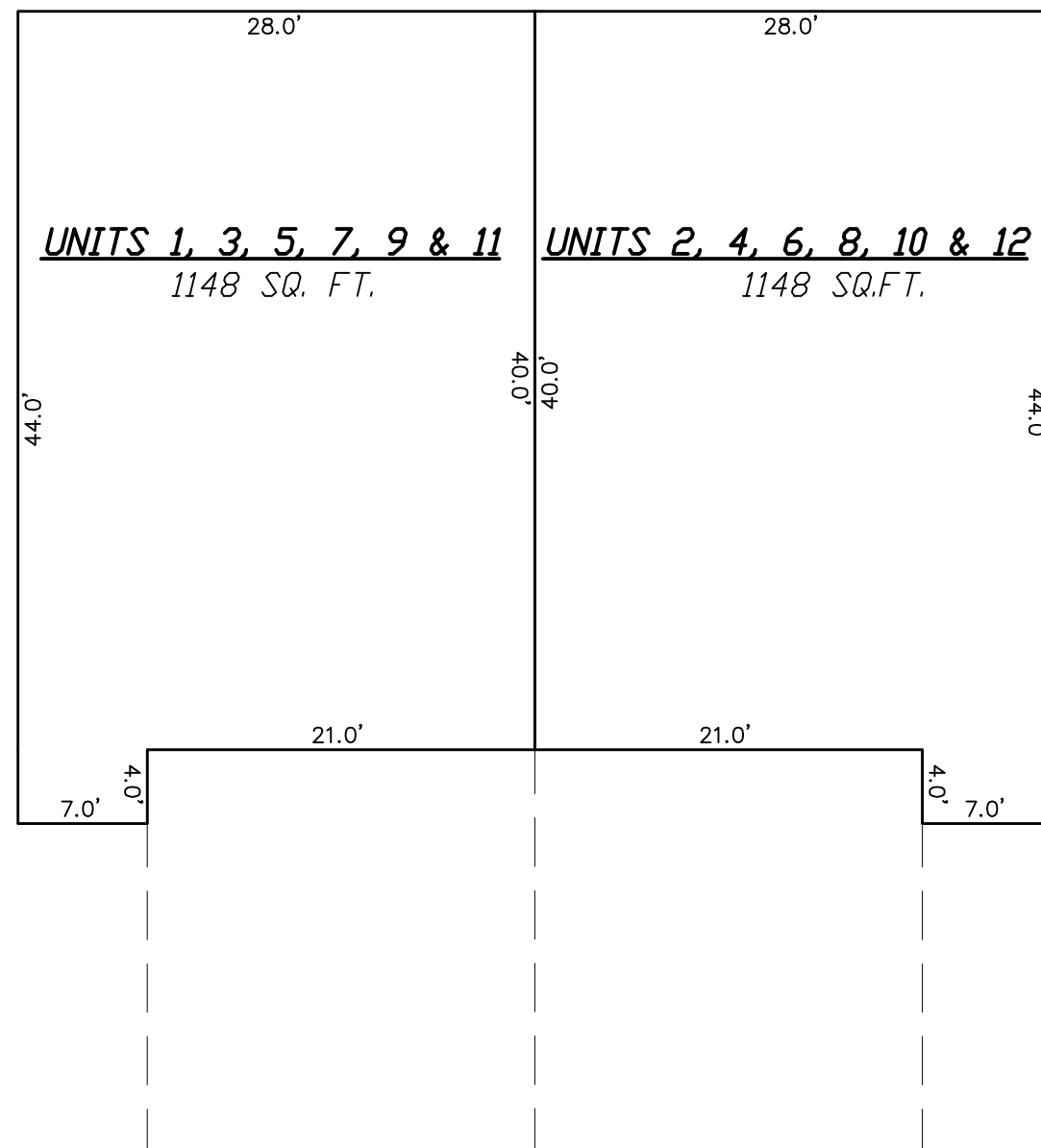
DRAWN BY	NEIL BORTZ
DRAWING NO.	19W-198
SHEET	1 OF 2

NOTES:

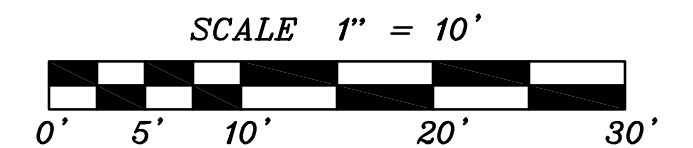
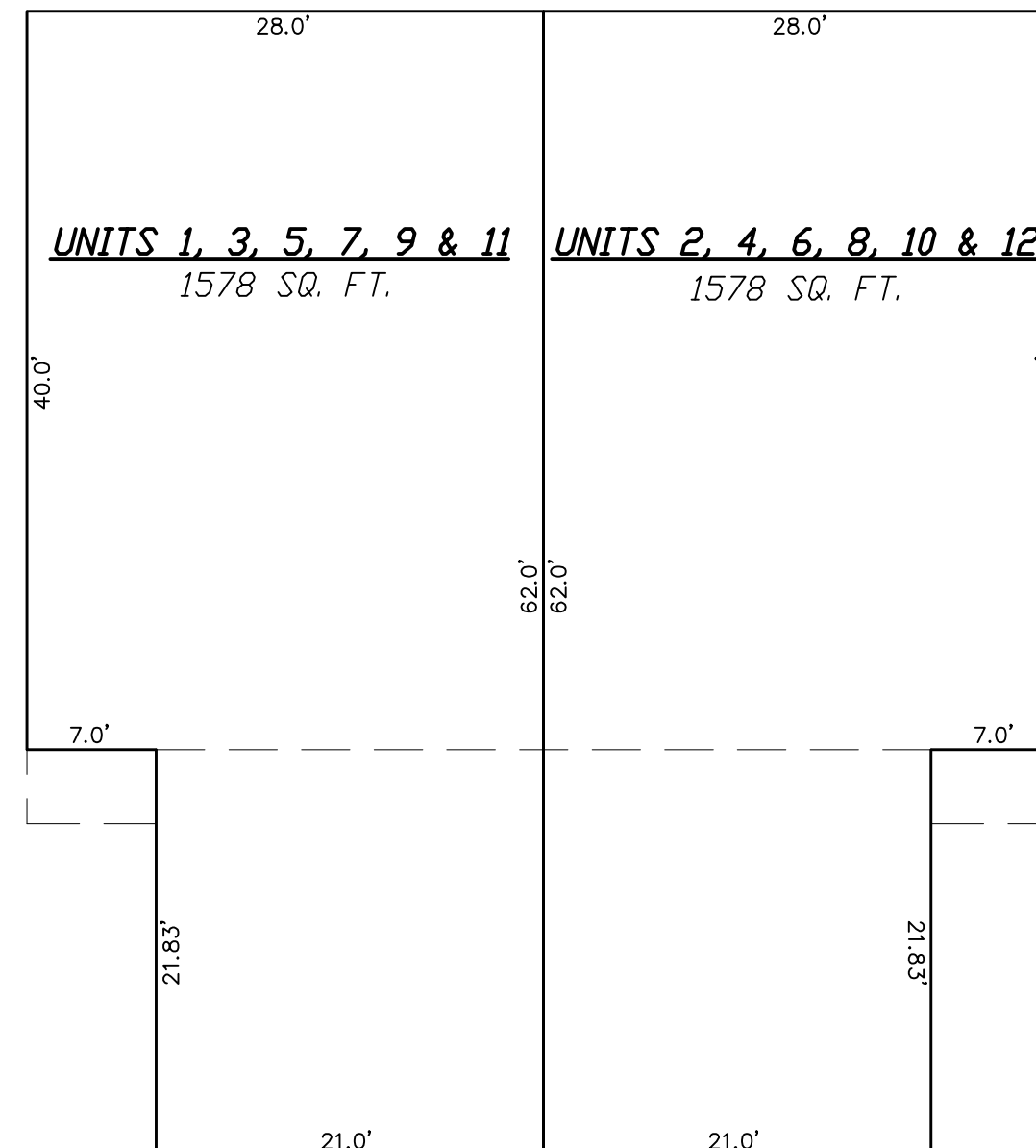
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PARK WOODS PLAT
OF CONDOMINIUM
DANE COUNTY, WISCONSIN
WILLIAMSON SURVEYING & ASSOCIATES, LLC

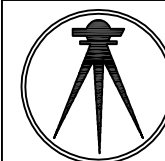
BASEMENT



FIRST FLOOR



SURVEYORS SEAL



WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.

NDA T. PRIEVE & CHRIS W. ADAMS

PROFESSIONAL LAND SURVEYORS

PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

DRAWN BY NEIL BORTZ

DRAWING NO. 19W-198

SHEET 2 OF 2

PARK WOODS CONDOMINIUM
CONDOMINIUM DISCLOSURE MATERIALS

This booklet contains materials to be disclosed to prospective purchasers of condominium units at Park Woods Condominium before the units are first offered for public sale. This information is provided for your protection and assistance. You should be sure to read it carefully.

DECLARANT:

Bizy-Lou, LLC
5212 Valley Dr.
McFarland, WI 53558

DECLARANT'S AGENT:

David Bisbee
1972 Barber Way
Stoughton, WI 53589

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

PARK WOODS CONDOMINIUM

Index to Disclosure Materials

Begins on

1. Executive Summary: The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium.

Page: Tab 1

2. Declaration of Condominium: The Declaration establishes and describes the Condominium, the Units, the Common Areas and rights of Unit Owners.

Page: Tab 2

3. Articles of Incorporation: The operation of the Condominium is governed by the Water's Edge Condominium (a non-stock, not-for-profit corporation) of which each Unit Owner is a member. Powers, duties and operation of the Association are specified in the Bylaws.

Page: Tab 3

4. Bylaws: The Bylaws contain rules which govern the Condominium and affect the rights and responsibilities of Unit Owners.

Page: Tab 4

5. Rules: The use of the Condominium is governed by rules adopted under the Bylaws.

Page: Tab 5

6. Annual Operating Budget: The Association incurs expenses for the operation of the Condominium. The Annual Operating Budget is an estimate of those expenses which are assessed to the Unit Owners in addition to their other ownership expenses, such as mortgage payments, real estate taxes, insurance and utilities.

Page: Tab 6

7. Management or Employment Contracts: Certain services may be provided to the Condominium under contract with individuals or private firms.

Page: Tab 7

8. Leases: In some condominiums, units are sold subject to one or more leases of property which are not a part of the condominium. There are no such leases at the Condominium.

Page: Tab 8

9. Floor Plan and Map: A floor plan of the Unit being offered for sale and a map of the Condominium showing the location of the Unit you are considering and all facilities and common areas which are part of the Condominium.

Page: Tab 9

EXECUTIVE SUMMARY OF PARK WOODS CONDOMINIUM

1. **Condominium Identification:** The name of the condominium is Park Woods Condominium.
2. **Governance:**
 - a. The name and address of the Condominium Association is Park Woods Condominium Owners Association, Inc., 1972 Barber Drive, Stoughton, WI 53589.
 - b. The association is self-managed.
 - c. The Declarant may be contacted at 608-444-5200 regarding the condominium in general.
4. **Special Amenities:** None
5. **Maintenance and Unit Repairs:** A description of the Unit owner's responsibility for maintenance and repairs is located in paragraphs 6.04 and 7.03 of the Declaration of Condominium. Additional requirements are found in paragraphs 3.02, 3.04 and 3.05 of the Association Rules and Regulations.
6. **Maintenance, Repair and Replacement of Common Elements:** The Declarant and subsequently the Condominium Association shall be responsible for the maintenance, repair, and replacement of common elements subject to the terms of the Declaration, Bylaws and Rules and Regulations of the Association. The costs of such maintenance, repair and replacement may be funded from either reserve funds, special assessments or both.
7. **The Rental of Units:** Pursuant to Section 3.03 of the Association Rules and Regulations, the Unit Owners other than the Declarant must obtain the permission of the Association before renting any Unit.
8. **Unit Alterations:** Pursuant to Article IV of the Association Rules and Regulations, Architectural Alterations to Units must be approved by the Board of the Directors of the Association.
9. **Parking:** Parking is limited to the limited common areas appurtenant to each Unit. Parking of boats, trailers, campers, RVs and other vehicles are restricted by Section 3.09 of the Association Rules and Regulations.
10. **Pets:** Pursuant to Section 3.01 of the Association Rules and Regulations, no more than two pets are allowed per unit. Pets are not allowed to cause a nuisance, damage to the property or create unreasonable disturbance.

11. **Reserves:** The Association budget does provide for a reserve for repair or replacement. The Association does not maintain a statutory reserve account under Wis. Stat. 703.163.
12. **Fees for New Units:** Pursuant to Section 6.10 of the Declaration, the Declarant is not obligated to pay assessments on unsold units until four months after the first Unit is sold.
13. **Amendments:** Unit purchaser's rights and responsibilities may be altered by an amendment of the Condominium Declaration or Association Bylaws. Pursuant to Article XII of the Declaration, the Declaration may be amended only by agreement of 67% of the Unit owners. A Unit owner wishing to amend must also obtain the agreement of that Unit owners Mortgagee. Pursuant to Article IX of the Association Bylaws, the Bylaws may be amended only by agreement of 67% of the Unit owners. The Board of Directors of the Association may, pursuant to Article IX amend the Bylaws by majority vote.

DECLARATION OF CONDOMINIUM
FOR
PARK WOODS CONDOMINIUM

DRAFT

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DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (the "Declarations"), is made this _____ day of _____, 2019, by Bizy-Lou, LLC, a Wisconsin limited liability company ("Declarant").

ARTICLE I. DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements to be constructed thereon and all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"). The purpose of this Declaration is to subject the property hereinafter described and the improvements thereon to the condominium form of Ownership in the manner provided by the Act. It is intended that all provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

ARTICLE II. NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is Park Woods Condominium.

2.02 Legal Description. The real estate comprising the Property (the "Land") is located in the Village of McFarland, County of Dane, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03 Address. The address of the Condominium is 4749, 4747, 4743, 4741, 4739, 4737, 4733, 4731, 4727, 4725, 4721, 4719 Siggelkow Road, Village of McFarland, County of Dane, State of Wisconsin.

2.04 Covenants, Conditions, Restrictions, and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to, without limitation:

- (a) General taxes not yet due and payable;
- (b) Easements and rights in favor of gas, electric, telephone, water and other utilities;
- (c) All other easements, ground leases, covenants, and restrictions of record;
- (d) All municipal, zoning, and building ordinances; and

(e) All other governmental laws and regulations applicable to the Condominium.

2.05 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

ARTICLE III. DESCRIPTION OF UNITS

3.01 Identification of Units. The buildings subject to this Declaration contain a total of twelve (12) Units in twelve (12) buildings. A plat map of the Land showing the location of the buildings is attached hereto as Exhibit B.

3.02 Boundaries of Units. The Unit boundaries described below apply to each Unit and to each portion of a Unit comprised of noncontiguous areas, whether presently subject to this Declaration or hereafter added by amendment. Ceilings and floors between the various levels of a Unit are part of the Unit.

(a) Upper Boundary. The upper boundary is the plane(s) of the interior face of the framing members of the uppermost ceiling surface(s) of the Unit extended to an intersection with the perimetrical boundaries. In Units or portions of Units with vaulted ceilings, the upper boundary may include more than one plane and said planes may be sloping, whereas in Units or portions of Units with standard uppermost ceilings, the plane will be horizontal.

(b) Lower Boundary. The lower boundary is the horizontal plane of the top face of the cement foundation slab, or of the interior face of the framing members of the basement of the Unit, extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries are the vertical planes of the interior face of the framing members of the perimeter walls of the Unit extending to intersections with each other and with the upper and lower boundaries. Any wall between the various rooms of the space of a Unit, or between the Unit and another adjacent area which is part of that Unit, is not a perimeter wall.

3.03 Adjustment of Unit Boundaries; Separation of Units. Boundaries between Units may be reallocated only by a duly-enacted amendment to this Declaration meeting the requirements of Article XII and only upon compliance with Section 703.13(6) of the Condominium Ownership Act. No boundaries of any Units may be reallocated and no Unit may be separated hereunder without the consent of all Mortgagees (as defined in Article XI) having an interest in the Unit or Units affected.

3.04 Ingress and Egress. Each Unit Owner and shall have a perpetual right of ingress and egress over the Common Elements to and from such Owner's Unit. This right is appurtenant to, and shall pass with title to, each Unit.

ARTICLE IV. COMMON ELEMENTS

4.01 Common Elements. The Common Elements include the Land and all other parts of the Condominium not contained within the Units including, without limitation, building structural components, roofs, building exteriors, sidewalks, yards, common grounds lighting, landscaping and all other improvements or amenities not located within the Units.

4.02 Limited Common Elements. Each Unit Owner shall be entitled to the exclusive possession and use of any entranceway stoop, deck, driveway, outdoor parking area and any other fixture improvement or area designed to serve the single Unit which is expressly designated as being a Limited Common Element appertaining to the Unit in the Condominium Plat or in this Declaration, or which is constructed by the Unit Owner pursuant to the Association's rules and regulations. Each Unit Owner shall also be entitled to the exclusive possession and use of the mailbox and any newspaper box designated for the Unit and any outdoor lighting in the Unit entranceway areas operated by and billed directly to the Unit Owner. Notwithstanding the above, underground utilities including, but not limited to sewer laterals running underneath Limited Common Elements shall be Common Elements.

ARTICLE V. PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit for all purposes other than the division of condemnation or insurance proceeds under Articles IX and X shall be equal to a fraction, the numerator of which is one (1) and the denominator of which is the number of Units in the Condominium.

5.02 Percentage Interest for Condemnation Proceeds. For the purposes of establishing a Unit Owner's percentage of condemnation awards in the event the Condominium is completely destroyed or taken by eminent domain and is not reconstructed, as set forth in Articles X, each Unit Owner shall have a percentage interest in the condemnation proceeds equal to a fraction, the numerator of which is the square footage of such Unit and the denominator of which is the square footage of all Units in the Condominium. For purposes of this computation, such square footage shall include the square footage of decks and/or balconies which are limited common elements appurtenant to such Units.

5.03 Percentage Interest for Insurance Proceeds. A Unit Owners percentage interest of insurance proceeds in the event the Condominium is completely destroyed and is not reconstructed pursuant to Section 9.02 shall be determined by comparing the assessed value (as of the most recent past assessment date) for real estate tax purposes ("Assessed Value") of each Unit to the sum of the Assessed Value of all Units.

5.04 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 all Limited Common Elements appurtenant to such Unit and the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.05 Voting. The vote of each Unit at meetings of the Association (as defined in Article VI) shall be equal to one vote per Unit.

5.06 Multiple Owners. If there are multiple Unit Owners of any Unit, then any vote allocated to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentage of ownership, unless the multiple Unit Owners have designated a single Unit Owner to exercise the vote appertaining to their Unit and shall file written notice of such designation with the secretary of the Association, in which case the vote cast by a person so designated shall be deemed to be the unanimous act of the multiple Unit Owners.

5.07 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 Owner's name and current mailing address has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the 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 VI. CONDOMINIUM ASSOCIATION

6.01 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 an association of Unit Owners known as the Park Woods Condominium Owners Association, Inc. (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities and Limited Common Elements of the Condominium. The Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration, and the bylaws, rules and regulations of the Association. The powers and duties of the Association shall

include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law").

6.02 Declarant Control. Except as provided in Section 703.15 (2)(d), Wisconsin Statutes, as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (i) expiration of ten (10) years from the date, the first Unit is conveyed by the Declarant to any person other than the Declarant; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers of Units in the Condominium. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) make contracts and agreements on behalf of the Association for maintenance, operation, and management of the Condominium, (b) determine, levy, and collect assessments, (c) grant easements, and (d) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium.

6.03 Termination of Declarant Control; Board of Directors. Upon termination of the above-specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sale activities using unsold Units and the Limited Common Elements and Common Elements, which activities shall include but need not be limited to maintaining advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the right of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such right. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

6.04 Maintenance and Repairs; Easements for Access to Units. The Association shall be responsible for the management and control of the Common Elements and shall maintain the

same in good, clean and attractive order and repair. The Association shall be responsible for maintenance of any and all landscaping and vegetation growing within the Condominium, for maintaining the landscaping of the Common Elements and for snow plowing all driveways within the Condominium. Each Unit Owner shall be responsible for the cleaning and maintenance (excluding the painting or staining of decks) and excluding snow removal, of the Limited Common Elements appurtenant to its Unit and the cleaning, maintenance, repair and replacement of its Unit (including the electrical, heating, gas and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating, gas or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01. The Association shall have an easement to enter any Unit upon reasonable notice to the Owner for the purpose of gaining access to any Common Element for the purpose of maintaining, replacing or repairing the same. The Association shall repair any damage caused by such access. Furthermore, each Unit Owner shall have an easement to enter any neighboring Unit upon reasonable notice to the neighboring Unit Owner and the Association for the purpose of gaining access to the Unit Owner's mechanical and plumbing equipment for the purpose of maintaining, repairing or replacing the same, if such equipment is not otherwise accessible. All entries by one Unit Owner into a neighboring Unit shall be made under the Association's supervision and in the presence of an Association officer. The Unit Owner exercising the right of access under such easement shall repair any damage caused by such access. If the Unit Owner fails to repair such damage, the Association shall repair the damage and specially assess the cost thereof to the Unit Owner under Section 6.07.

6.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements (exclusive of maintenance of certain Limited Common areas (i.e., decks, balconies and storage areas) and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: insurance premiums; a reserve fund for maintenance, repairs and replacements of Common Elements; landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services; trash collection; and maintenance and management salaries and wages.

6.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The amount of each General Assessment shall be assessed against the Unit Owners in proportion to their percentage interests as determined under Section 5.01 hereof. General Assessments shall be due in advance on the first day of each month, or in such other manner as the 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 and costs of collection (which include, without limitation, reasonable attorneys 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. The Unit Owner shall be personally liable for all unpaid assessments, interest and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

6.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners for deficiencies in the case of destruction or condemnation as set forth in Section 9.06 and Section 10.06; for defraying the cost of improvements to the Common Elements, or for any other purpose for which the 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 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 and costs of collection (which include, without limitation, reasonable attorneys 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. The Unit Owner shall be personally liable for all unpaid assessments, interest and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

6.08 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 9.07 and Section 10.07, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests under Section 5.01 to the extent that such surplus results from General Assessment for Common Expense. Common Surplus may be used for any other purpose as the Association may determine.

6.09 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

6.10 Assessments Against Units Owned by Declarant. Until four (4) months from the closing of the sale of the first Unit (determined for purposes of this Section in terms of each phase of the Condominium) to a third party purchaser, assessments under Sections 6.06 and 6.07 shall be modified such that all such costs are borne by the Units not owned by Declarant. After such time, Declarant shall pay the monthly assessments on those Units owned by Declarant as to which

an occupancy permit has been issued by the Village of McFarland. Declarant's assessment with respect to unsold and unoccupied Units shall be limited to those Common Expenses which are assessed to Units in proportion to their percentage interests determined under Section 5.01. Any Unit which has been rented by Declarant shall be assessed in the same manner as Units owned by third parties during the term of such rental.

ARTICLE VII. USE RESTRICTIONS

7.01 Single-Family Residences. All Units shall be used for single-family residential purposes and for no other purpose; provided, however, that the Declarant shall be entitled to use Units owned by Declarant as models and for sales activities. A Unit shall be deemed to be used for "single-family residential purposes" if it is utilized as a residence by no more than one family. The definition of the word "family" shall be the same as the definition of the word "family" contained in the General Ordinances of the Village of McFarland.

7.02 Effect of Bylaws, Rules and Other Restrictions. In addition to the restrictions set forth herein, each Unit shall be subject to any provisions regarding use set forth in the Bylaws or any rules promulgated thereunder. Each Unit Owner shall have exclusive ownership and possession of its Unit subject to the provisions of municipal zoning ordinances, this Declaration, the Condominium Ownership Act, the Articles and Bylaws, and rules and regulations promulgated by the Declarant or the Association.

7.03 Exterior Maintenance and Repair No Unit anywhere within the Condominium shall be permitted to fall into disrepair, and each Unit shall at all times be kept in good condition and repair. If any Unit Owner shall permit any Unit to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Association, upon fifteen (15) days' prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit 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 Unit Owner's Unit for the purpose of doing so, and such Unit Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be an assessment and shall create a lien enforceable in the same manner as other assessments as set forth in Article VI. The Unit Owner of the offending property shall be personally liable, and such Unit Owner's Unit may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Unit Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be added to the amounts payable by such Unit Owner as assessments under Article VI.

ARTICLE VIII. INSURANCE

8.01 Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and extended loss insurance coverage for the entire Condominium, including all Units, Common Elements, Limited Common Elements, fixtures, building service equipment and supplies, and personal property owned by the Association. With respect to a Unit, the Association's insurance coverage shall cover only those portions of a Unit that were constructed by Declarant, including any construction upgrades but not including any improvements subsequently made by the Owner following completion of construction of the Unit. The Condominium shall be insured for not less than the full replacement value thereof, except the Association shall not be required to obtain personal property insurance covering any personal property owned by any Unit Owner, nor shall the Association be required to obtain any insurance coverage for any improvements to any Unit beyond those portions of the Unit that were included as part of the Units as originally constructed. Insurance coverage shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure the required coverage is at all times provided. The insurance shall be written on the Condominium in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests determined under Section 5.03. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide any proceeds shall be paid to the 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. Each Unit Owner shall have the right to insure its own Unit for personal benefit, provided such Unit Owner's own insurance coverage shall be excess coverage only and the insurance obtained by the Association, as herein required, shall at all times be primary coverage. 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 Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX.

8.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of the Association because of the negligent acts of the Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to obtain liability insurance to insure its own Unit for its own personal benefit.

8.03 Fidelity Insurance. The Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or

administered by the Association. The Association shall be named insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves.

8.04 Unit Owners' Insurance. Each Unit Owner shall insure the personal property in his or her respective Unit and any insurable portion of the Unit not covered by the Association's insurance as specified herein and nothing shall prohibit the Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverages on their personal property, Units and Limited Common Elements appurtenant to such Units.

8.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner each hereby release each other to the extent of any perils to be insured against by either of the 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 or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Article VIII by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

ARTICLE IX.

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

9.01 Association as Attorney-in-Fact. The Association is hereby designated to represent all Unit Owners and Mortgagees in any proceedings, negotiations, settlements or agreements with the Condominium insurer with respect to any damage or destruction of any part or all of the Condominium and with respect to any losses or proceeds resulting therefrom. Each Unit Owner, by such Unit Owner's acceptance and recording of the deed to such Unit Owner's Unit, specifically appoints the Association as the Unit Owners attorney-in-fact for these purposes.

9.02 Determination to Reconstruct Or Repair. If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged Property shall be repaired or reconstructed except as herein specifically provided otherwise. If the cost to repair or reconstruct the damaged Property is greater than the available insurance proceeds, the damaged Property shall be repaired or reconstructed unless within thirty (30) days of the date the Association notifies the Unit Owners and Mortgagees with respect to the repair or reconstruction estimates it has received, the Unit Owners having seventy-five percent (75%) or more of the votes (one vote per Unit), and sixty-seven percent (67%) of the first Mortgagees (one vote per mortgaged Unit) consent in writing

to not repair or reconstruct the damaged Property and instead, to subject the Condominium to partition.

9.03 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications contained in the Condominium Instruments, unless:

(a) The Board of Directors of the Association and a majority of the Mortgagees (one vote per mortgaged Unit) approve and authorize the variance in the case of reconstruction of or repair to the Common Elements; or

(b) The Board of Directors of the Association, the respective Unit Owner of the damaged Unit, and the Mortgagee of the damaged Unit approve and authorize the variance in the case of reconstruction of or repair to a Unit.

In the event that a variance from the maps, plans, and specifications contained in the Condominium Instruments is authorized and approved, amendments to the Condominium Instruments shall be recorded by the Association setting forth such authorized variance.

9.04 Responsibility for Repair. In all cases after a casualty has occurred which is insured by the Association as provided in Section 8, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.05 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall first be disbursed by the Association for the repair or reconstruction of the damaged Common Elements, and then for the repair or reconstruction of damaged Units in proportion to the respective costs of reconstruction and repair of each said Unit. The Association shall have no responsibility to repair, reconstruct, or replace any improvements which were made to any Unit subsequent to completion of the Unit by Declarant or any Personal Property of any Unit Owner. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined to not rebuild pursuant to Section 9.02 and the Condominium Property is partitioned as set forth in Section 9.08, or unless there is a surplus of insurance proceeds after the damaged Condominium Property has been completely restored or repaired as set forth in Section 9.07.

9.06 Assessments for Deficiencies in Construction Fund. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Assessments for damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements, and individual Unit Owners shall be assessed for any costs of reconstructing and repairing their respective Units to the extent said costs are not defrayed by the insurance proceeds. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

9.07 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the construction fund after payment of all costs of reconstruction or repair, such balance shall be proportionately distributed to the Unit Owners of such Units to the extent that such balance is due to a deficiency assessment levied against such Unit Owners for the cost of reconstruction or repair to their respective Units. In all other cases, such balance shall be divided among the Unit Owners according to their percentage interests in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit.

9.08 Partition and Sale Upon Consent. If the Unit Owners having seventy-five percent (75%) or more of the votes (one vote per Unit) , and at least sixty-seven (67%) of the first Mortgagees (one vote per mortgaged Unit) consent in writing to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Dane County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Property shall be subject to an action for partition. In the case of partition, the net proceeds of sale together with any net proceeds of the Condominium insurance shall be considered as one fund and shall be divided among the Unit Owners according to their Insurance Percentage Interests and shall be distributed in accordance with the priority of interests in each Unit.

ARTICLE X. TAKING UNDER THE POWER OF EMINENT DOMAIN

10.01 Association as Attorney-in-Fact. The Association is hereby designated to represent all Unit Owners and Mortgagees in any proceedings, negotiations, settlements or agreements with respect to the taking of all or part of the Condominium under the power of eminent domain and with respect to any damages awarded therefor. Each Unit Owner, by such Unit Owner's acceptance and recording of the deed to such Unit Owner's Unit, specifically appoints the Association as the Unit Owner's attorney in fact for these purposes.

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

(a) The entire award for the taking of all or part of a Unit and for consequential damages to the Unit shall be allocated to the respective Unit Owner.

(b) Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements is restricted in proportion to their respective percentage interests in the Common Elements.

(c) The award and any net proceeds from the sale of any other Common Elements of the Condominium shall be allocated as set forth in Section 10.08 below if the Common Elements are not reconstructed and the Condominium is subjected to partition.

All damages awarded shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

10.03 Determination to Reconstruct. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed except as herein provided. If the extent of the taking makes reconstruction or restoration impractical, the Common Elements shall not be restored or reconstructed if within thirty (30) days of the date the Association notifies the Unit Owners and Mortgagees with respect to the reconstruction estimates it has received, the Unit Owners having seventy-five percent (75%) or more of the votes (one vote per Unit) , and sixty-seven percent (67%) of the first Mortgagees (one vote per mortgaged Unit) shall consent in writing not to reconstruct the Common Elements taken.

10.04 Plans and Specifications. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications contained in the Condominium Instruments, unless seventy-five percent (75%) of the Unit Owners and sixty-seven percent (67%) of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. An amendment to the Condominium Instruments shall be recorded by the Association setting forth such authorized variances.

10.05 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

10.06 Assessments for Deficiencies in Construction Fund. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to each Unit Owner's percentage interest in the Common Elements and shall constitute a Common Expense.

10.07 Surplus in Construction Fund. It shall be presumed the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a balance in a construction fund after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their percentage interest in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit.

10.08 Partition and Sale Upon Consent. If the Unit Owners having seventy-five percent (75%) or more of the votes (one vote per Unit), and sixty-seven percent (67%) of the first Mortgagees (one vote per mortgaged Unit) consent in writing to subject the Condominium to an action for partition, the net proceeds of the sale together with the award for taking shall be considered as one fund and shall be divided among the Unit Owners in proportion to their Insurance Percentage Interests and shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

10.09 Percentage Interests Following Taking. The taking of all or part of a Unit shall not include the percentage interests appurtenant to the Unit. Following the taking of any part of any Unit, the percentage interests appurtenant to that Unit and all other Units remaining in the Condominium shall be the percentage obtained upon dividing the remaining square footage of each respective Unit remaining in the Condominium by the sum of the remaining square footage of all Units remaining in the Condominium.

10.10 Voting Following Taking. A taking of all or part of a Unit shall not include the vote appurtenant to the Unit. Following the taking of part of a Unit, the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit, and following the taking of all of a Unit, the right to vote appurtenant to the Unit shall terminate.

ARTICLE XI. MORTGAGEES

11.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested the Association in a writing received by the Association as 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 Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws.

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

(c) Any condemnation or casualty loss to the Common Elements in an amount exceeding One Hundred Thousand Dollars (\$100,000).

(d) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

11.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XI of this Declaration, neither Article XI 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.

11.03 Condominium Liens. In the event a mortgagee of a mortgage of record recorded prior to the making of an assessment obtains title to the Unit as a result of foreclosure of a mortgage or as a result of a conveyance in lieu of foreclosure, such mortgagee or its successors and assigns shall not be liable for the assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which assessments became due prior to the acquisition of title. Such unpaid share of assessments shall be deemed to be a Common Expense collectible proportionately from all of the Unit Owners.

ARTICLE XII. AMENDMENT

Except as otherwise provided by the Condominium Ownership Act with respect to termination of the Condominium form of ownership, this Declaration may be amended with the written consent of not less than sixty-seven percent (67%) of the Unit Owners (who shall together hold not less than sixty-seven percent (67%) of the total voting interests held by all Unit Owners), or such greater percentage that may be required under the Wisconsin Condominium Ownership Act. No Unit Owner's written consent shall be effective unless it is approved by each Mortgagee (if any) of such Unit. So long as the Declarant maintains control of the Association pursuant to Section 6.02, the consent in writing of the Declarant, its successors or assigns, shall also be required. 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 Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dane 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 Association. Until such time as the first Unit is conveyed, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIII. REMEDIES

The 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 the 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 Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter such petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that 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, that 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 Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the 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.

ARTICLE XIV. GENERAL

14.01 Utility Easements. The Declarant hereby reserves for the Association acting, by and in the discretion of its board of directors, the right to grant to the Village of McFarland, and County of Dane or public or semi-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 that 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.

14.02 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association 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 14.05. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

14.03 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.

14.04 Declarant Access. During any period of construction of buildings and other improvements on the Land by the Declarant, and during any period of replacement or repair of any Common Elements, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction, replacement or repair, and shall have easements for the installation, construction, replacement and repair of buildings, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium.

14.05 Agent for Service of Process. The Association's agent for service of process in any action against the Association or brought under the Condominium Ownership Act shall be designated by the Association pursuant to its bylaws. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law. Initially, the registered agent shall be David Bisbee, 1972 Barber Drive, Stoughton, WI 53589.

14.06 Assignment of Declarant's Rights. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.

(SIGNATURES ON NEXT PAGE)

DRAFT

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

PARK WOODS CONDOMINIUM

By: _____
David Bisbee, President
Bizy-Lou, LLC (“Declarant”)

**ACKNOWLEDGMENT
AUTHENTICATION**

The signature of David Bisbee, President Bizy-Lou, LLC, a Wisconsin limited liability company, on the foregoing Declaration of Condominium, is hereby authenticated by the undersigned on _____.

Joia S. Wodarczyk
Member, State Bar of Wisconsin

In witness thereof the first mortgage holder, _____, pursuant to Wis. Stats. 703.09(1c) hereby consents and agrees to submit this property to the condominium form of ownership as provided in Chapter 703

This document was drafted by,
and should be returned to:
Attorney Joia S. Wodarczyk
DeWitt LLP
2 E. Mifflin Street, Suite 600
Madison, WI 53703

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

DRAFT

EXHIBIT B

[Copy of Condominium Plat Attached]

DRAFT



Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation

Name of Corporation: Park Woods Condominium Owners
Association, Inc.

Principal Office

Mailing Address: 1972 Barber Drive
City: Stoughton
State: WI
Zip Code: 53589

Registered Agent

Registered Agent Individual: David Bisbee
Name of Entity:
Street Address: 1972 Barber Drive
City: Stoughton
State: WI
Zip Code: 53589

Select Statement

Select one statement: The corporation will have members
Is this corporation authorized to
make distributions under the
statute?: Yes
This document was drafted by: Joia N. Sanders

Incorporator

Name: David Bisbee
Street Address: 1972 Barber Drive
City: Stoughton
State: WI
Zip Code: 53589
Name: Joia N. Sanders
Street Address: 2 E. Mifflin Street, Suite 600
City: Madison
State: WI
Zip Code: 53703

Incorporator Signature

I understand that checking this
box constitutes a legal Yes

signature:

Incorporator Signature:

Joia N. Sanders

Optional Articles

The purpose(s) for which the corporation is incorporated:

Delayed Effective date:

Directors

Optional Contact Information

Name: Joia N. Sanders
Address: 2 E. Mifflin Street, Suite 600
City: Madison
State: WI
Zip Code: 53703
Phone Number: 6082529250
Email Address: jns@dewittllp.com

Endorsement

Received Date: FILED
05/31/2019

**BYLAWS
OF
PARK WOODS
CONDOMINIUM OWNERS ASSOCIATION, INC.
(a Wisconsin nonstock corporation)**

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BYLAWS
OF
PARK WOODS
CONDOMINIUM OWNERS ASSOCIATION, INC.
(a Wisconsin nonstock corporation)

ARTICLE I. NAME AND ADDRESS

1.1 Name. The name of this corporation shall be Park Woods Condominium Owners Association, Inc. (hereinafter "Association").

1.2 Registered Agent. The registered agent of the corporation shall be David Bisbee, 1972 Barber Drive, Stoughton, WI 53589.

1.3 Address. The principal office of the Association shall be located at 1972 Barber Drive, Stoughton, WI 53589. This address shall also be the mailing address of the Association.

ARTICLE II. MISCELLANEOUS

2.1 Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Park Woods Condominium, a condominium located in the Village of McFarland, Dane County, Wisconsin (the "Declaration").

2.2 Binding Effect. These Bylaws shall be binding upon the Unit Owners, their heirs, successors and assigns and shall govern the use, occupancy, operation and administration of the Condominium.

2.3 Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles of Incorporation, the Condominium Ownership Act and Chapter 181 of the Wisconsin Statutes. In the case of any conflict Chapter 181 of the Wisconsin Statutes shall control. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

ARTICLE III. MEMBERS

3.1 Membership. The members of the Association shall be the Unit Owners. The membership of the Association shall include land contract vendees, but shall not include land

contract vendors. Persons holding an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) shall not be members of the Association.

3.2 Commencement and Termination. Membership shall commence upon acquisition by a Unit Owner of an ownership interest in a Unit of the Condominium. Membership shall terminate upon such Unit Owner's conveyance of the ownership interest. If a Unit Owner dies and such Unit Owner's ownership interest passes to the Unit Owner's personal representative or to a Trustee, the personal representative or Trustee receiving such interest shall become a member of the Association.

3.3 Withdrawal or Expulsion. A Unit Owner may not voluntarily withdraw or be expelled from membership in the Association.

3.4 Membership Certificates. Membership certificates shall not be issued by the Association.

3.5 Membership List. The Association shall maintain a current membership list which shall contain the following information: (i) the name and address of each Unit Owner, (ii) the Mortgagee of each Unit, if any, and (iii) in the case of multiple owners of a Unit, the person, if any, designated to vote on behalf of such Unit under Section 5.06 of the Declaration.

3.6 Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon transfer of the Unit. Any Unit Owner causing a transfer of a Unit shall, as soon as possible thereafter, provide the Association with written notice of the transfer. The notice shall identify the Unit so transferred and shall state the following (i) the name and address of the new owner, (ii) the date of transfer, (iii) the name of the person designated to vote on behalf of the Unit, if any, (iv) in the case of multiple owners, the percentage of ownership for each owner, and (v) the mortgagee of the Unit, if any. The Association shall, upon receipt of the foregoing information, make appropriate changes to the membership list. A Unit Owner shall not be entitled to vote at meetings of the Association until the requirements of this paragraph are satisfied.

3.7 Effect of Condominium Lien. A Unit Owner shall not be entitled to vote on any matter submitted to a vote of the Unit Owners if a statement of condominium lien on the Unit has been recorded by the Association and the amount necessary to release the lien has not been paid by the Unit Owner prior to the vote.

3.8 Annual Meeting. The first annual meeting of the Unit Owners shall be held on the second Monday of the first March after the Declarant has ceased to control the Association as provided in Section 6.03 of the Declaration. The meeting shall be at a time determined by the Board of Directors and shall be for the purpose of electing directors and for the transaction of such other business as may come before the meeting. Thereafter, annual meetings of the Unit Owners shall be held on the second Monday of March of each succeeding year. Such meetings shall be for the

purpose of electing directors and for the transaction of such other business as may come before the meetings.

3.9 Special Meetings of Unit Owners. Special meetings of the Unit Owners may be called at any time by the President of the Association and shall be called by the President or Secretary upon receipt of a written request for a meeting by Unit Owners holding at least twenty-five percent (25%) of the votes entitled to be cast at such meeting. The business to be transacted at a special meeting of the Unit Owners shall be limited to the objects stated in the notice of such meeting.

3.10 Notice; Waiver. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be communicated or sent not less than 10 nor more than 50 days before the date of the meeting, unless a different time is provided in Chapter 181 of the Wisconsin Statutes, the Articles of Incorporation or these Bylaws. The notice shall be delivered either personally or by mail, by or at the direction of the President or the Secretary to each Unit Owner. If mailed, such notice shall be deemed delivered when deposited in the United States mail addressed to the Unit Owner at the Unit Owner's address as it appears on the records of the Association, with postage thereon prepaid. Whenever any notice is required to be given to a Unit Owner under the Articles of Incorporation, these Bylaws or any provision of law, a waiver thereof, in writing, signed at anytime, whether before or after the time of meeting, by the Unit Owner entitled to such notice, shall be deemed equivalent to the giving of such notice. Such waiver shall contain the same information as would have been required in such notice, except that the time and place of the meeting need not be stated. The attendance of a Unit Owner at a meeting shall constitute a waiver of notice of such meeting, except where a Unit Owner attends a meeting solely to object to the holding thereof because the meeting has not been lawfully called or convened.

3.11 Quorum; Voting Rights. Unit Owners holding one-half of the votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at a meeting of Unit Owners. Each Unit shall have one vote on any matter submitted to a vote of the Unit Owners.

3.12 Manner of Acting. The act of a majority of the votes entitled to be cast by Unit Owners present in person or represented by proxy at a meeting at which a quorum is present shall be the act of the Unit Owners, unless a greater proportion is required by the Articles of Incorporation, Chapter 181 or Chapter 703 of the Wisconsin Statutes, or these Bylaws.

3.13 Conduct of Meetings.

The President or, in his or her absence, any Unit Owner chosen by a majority of the Unit Owners present, shall call meetings of the Unit Owners to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any Unit Owner to act as Secretary of the meeting. The Secretary of the meeting shall be responsible for, among other things, counting the votes cast by Unit Owners on matters voted upon.

3.14 Order of Business.

The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Meeting called to order.
- (b) Roll call of Unit Owners and certification of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees (if appropriate).
- (g) Election of directors (if appropriate).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3.15 Presumption of Assent. A Unit Owner who is present at a meeting of the Unit Owners at which action on any Association matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof and shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Unit Owner who voted in favor of such action.

3.16 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation, these Bylaws, or any provision of law to be taken by the Unit Owners at a meeting may be taken without a meeting if a consent in writing setting forth the actions so taken is signed by all the Unit Owners.

ARTICLE IV. BOARD OF DIRECTORS

4.1 Powers and Duties. Except for those powers and duties specifically given to or required of the Unit Owner, all of the powers and duties of the Association under the Declaration, the Articles of Incorporation, these Bylaws, the Condominium Ownership Act and Chapter 181 of the Wisconsin Statutes shall be exercised by the Board of Directors. The powers and duties of the Board of Directors shall include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures and reserves.
- (b) Levy and collect General Assessments and Special Assessments against Unit Owners and disburse funds in payment of the Association's expenses.
- (c) Manage, maintain, repair, replace, improve, operate and regulate the Common Elements.

- (d) Grant easements through or over the Common Elements.
- (e) Hire and supervise any manager, managing agent, agent, employee, attorney, accountant or any other independent contractor whose services the Board of Directors determines are necessary or appropriate.
- (f) Sue on behalf of all Unit Owners.
- (g) Make contracts and incur liabilities.
- (h) Purchase, take, receive, rent or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium.
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium; provided the Board of Directors shall not by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements without prior written approval of two-thirds (2/3) of the Unit Owners other than the Declarant.
- (j) Receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements.
- (k) Adopt and amend rules and regulations governing the operation, maintenance and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed or readopted by the Board of Directors.
- (l) Insure the Condominium property against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable.
- (m) Keep all of the books and records and prepare accurate reports of all transactions of the Association.
- (n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate.
- (o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts.
- (p) Delegate any or part of the powers and duties of the Board of Directors or Association officers to a manager or managing agent.

4.2 Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the Board to perform such duties and services as the Board shall have authorized including, without limitation, the duties enumerated in Section 4.1.

4.3 Number and Membership in Association. The initial Board of Directors shall be composed of three directors selected by Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the number of directors on the Board of Directors shall be increased to four (4). At such time as the Declarant has conveyed fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the number of directors on the Board of Directors shall be increased to six (6). At such time as the Declarant has ceased control of the Association as provided in Section 6.02 of the Declaration, the number of directors on the Board of Directors shall be decreased to three (3), only one of whom may be a person who is not a Unit Owner. No more than one director at any given time may be a person who is not a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 6.02 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only. At no time shall the number of directors be less than three (3).

4.4 Term of Office. The initial board of directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest, a meeting of the Unit Owners shall be called, and the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining three (3) directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the Common Element interest and shall serve until the Declarant has conveyed fifty percent (50%) of the Common Element interest of the Condominium to purchasers. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, a meeting of the Unit Owners shall be called, and the Unit Owners other than the Declarant shall elect two (2) directors to serve on the Board of Directors. The Declarant shall elect the remaining four (4) directors. Such Board of Directors shall take office upon the conveyance of fifty percent (50%) of the Common Element interest and shall serve until the next election upon expiration of the period of Declarant control. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.8. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year and until his or her successor shall be elected or until his or her prior death, resignation or removal.

4.5 Election of Directors. Prior to each annual meeting of the Unit Owners, the Secretary of the Association shall mail all Unit Owners a notice setting a deadline for nominations for the Board of Directors. All nominations shall be returned to the Secretary. Unit Owners must obtain the prior consent of any person they nominate and they may nominate themselves. If the number of nominees is equal to the number of directors to be elected, the nominees shall automatically be elected as directors and shall take office at the annual meeting. If the number of nominees is less than the number of directors to be elected, the Secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the Secretary shall conduct an election by

mail with all written ballots due prior to the deadline set by the Secretary. Each Unit Owner shall be entitled to cast one vote per Unit for each director on the Board of Directors. The persons receiving the largest number of votes shall be elected and shall take office at the annual meeting.

4.6 Vacancy and Replacement. Any vacancy occurring on the Board of Directors by reason of death, resignation, disqualification or removal from office shall be filled until the next election of directors by the affirmative vote of a majority of the directors in office (even if less than a quorum).

4.7 Removal. Prior to the expiration of the period of Declarant control, only the Declarant shall have the right to remove a director, with or without cause, from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.8 Compensation. A director shall not receive any compensation for his or her services as director of the Association other than reimbursement for out-of-pocket expenses incurred in the performance of such director's duties.

4.9 Annual Meeting. Until the expiration of Declarant control, the annual meeting of the Board of Directors shall be held annually on the second Monday of March at the time and place designated in the notice of such meeting. Thereafter, annual meetings of the board of directors shall be held, without other notice than this bylaw, following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to adjourn the meeting. The purpose of each annual meeting shall be to elect officers and to transact such other business as may come before the meeting.

4.10 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings without other notice than such resolution.

4.11 Special Meetings. Special meetings of the Board of Directors may be called at any time by the President and shall be called by the President or Secretary at the request of any two directors. The business to be transacted at a special meeting shall be limited to the objects stated in the notice of such meeting.

4.12 Notice; Waiver. Notice of annual and special meetings of the Board of Directors shall be given by telephone or by written notice delivered personally or by mail or telegram to each director at his/her business address or at such other address as the director shall have designated in a writing filed with the Secretary. Notice in the case of telephone, personal delivery or telegram shall be given not less than forty-eight (48) hours prior to the time of the meeting. If mailed, such notice shall be delivered at least ninety-six (96) hours prior to the meeting and shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Whenever any notice whatever is required to be given to any director of the Association under the

Articles of Incorporation, these Bylaws or any provision of law, a waiver thereof in writing, signed at anytime, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends the meeting solely to object to the holding thereof because the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. No notice need be given for a regular meeting when the time and place of such regular meeting has been fixed by a duly adopted resolution of the Board of Directors.

4.13 Quorum. Except as otherwise provided by law, by the Articles of Incorporation or these Bylaws, a majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A majority of directors present (though less than a quorum) may adjourn the meeting from time to time without further notice.

4.14 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Articles of Incorporation or these Bylaws.

4.15 Conduct of Meeting. The President and, in the President's absence, any director chosen by the directors present shall call meetings of the Board of Directors to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any director or other person to act as Secretary of the meeting.

4.16 Presumption of Assent. A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof and shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

4.17 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board of Directors at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the actions so taken is signed by all the directors then in office.

4.18 Telephonic Meetings. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board of Directors at a meeting may be taken through the use of any means of communication by which (a) all participating directors may simultaneously hear each other during the meeting, or (b) all communication during the meeting is

immediately transmitted to each participating director and each participating director is able to immediately send messages to all other participating directors.

4.19 Committees. The Board of Directors, by resolution adopted by a majority of the number of directors fixed pursuant to these bylaws, may establish such committees as it deems necessary or desirable to enable the Corporation to carry out its business. Each committee shall consist of three (3) or more directors elected by the Board of Directors. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of its activities as the Board may request.

ARTICLE V. OFFICERS

5.1 Number and Qualifications. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer (the "Principal Officers") and such other officers as determined by the Board of Directors. Any two or more offices may be held by the same person, except for the offices of President and Secretary, or President and Vice President.

5.2 Election and Term of Office. The initial officers of the Association shall be elected by a majority vote of the Board of Directors contemporaneously with the adoption of these Bylaws; or as soon thereafter as practicable. Successor officers shall be elected by a majority vote of the Board of Directors at each annual meeting of the Board. Officers shall hold office for a period of one (1) year and until their successors are duly elected and qualified or until their prior death, resignation or removal. An officer may serve consecutive terms in the same office.

5.3 Resignation or Removal. Any officer may resign at any time by filing a written resignation with the Secretary of the Association. Officers may be removed by the Board of Directors whenever in the Board's judgment the best interests of the Association will be served thereby.

5.4 Vacancies. A vacancy in any office, by resignation or for any other reason, shall be filled by the Board of Directors for the unexpired portion of the term.

5.5 President. The President shall be the chief executive officer of the Association and shall perform all business and duties customarily pertaining to the office of President and such other duties as he or she may be directed to perform by the Board of Directors. The President shall sign and/or countersign all bank checks or orders (or delegate the signing of such documents to subordinates under his or her direction and control), and shall execute, in the name of the Association, other significant documents and papers concerning the business of the Association.

5.6 Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, or in the event for any reason it shall be impracticable for him or her to act personally, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such authority as from time to time may be delegated or assigned to him or her by the President or by the Board of Directors. The execution of any instrument of the Association by the Vice President shall be conclusive evidence, as to third parties, of his or her authority to act in the stead of the President.

5.7 Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors in books provided for that purpose, and shall keep the Bylaws, and such other books and papers as the Board of Directors may direct. The Secretary shall attend to the giving and serving of notices of all meetings of the Board of Directors and otherwise. When required, the Secretary shall execute with the President, in the name of the Association, all contracts and instruments which have been first approved by the Board of Directors. The Secretary shall perform such additional duties connected with the operation of the Association customarily pertaining to the office of Secretary and as directed by the President or the Board of Directors.

5.8 Treasurer. The Treasurer shall receive and deposit all funds of the Association in the depository institution or institutions selected by the Board of Directors, which funds shall be withdrawn only by checks or orders executed in the name of the Association by the Treasurer and President (or subordinates under their direction and control). The Treasurer shall also account for all receipts, disbursements and balance on hand and report regarding the same when and as requested by the President or Board of Directors. The Treasurer shall perform such additional duties connected with the operation of the Association customarily pertaining to the office of Treasurer and as directed by the President or the Board of Directors.

5.9 Assistants and Acting Officers. The Board of Directors shall have the power to appoint any person to act as assistant to any officer, or as agent for the Association in his or her stead, or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer or other agent so appointed by the Board of Directors shall have the power to perform all the duties of the office to which he or she is so appointed to be assistant, or as to which he or she is so appointed to act, except as such power may be otherwise defined or restricted by the Board of Directors.

5.10 Salaries. No salaries shall be paid to any of the Principal Officers.

ARTICLE VI. ARTICLE VI. INDEMNIFICATION

6.1 Indemnification for Successful Defense. Within 20 days after receipt of a written request pursuant to Section 6.3, the Association shall indemnify a director or officer, to the extent he

or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the director or officer was a party because he or she is a director or officer of the Association.

6.2 Other Indemnification.

(a) In cases not included under Section 6.1, the Association shall indemnify a director or officer against all liabilities and expenses incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is a director or officer of the Association, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owes to the Association and the breach or failure to perform constitutes any of the following:

(1) A willful failure to deal fairly with the Association in connection with a matter in which the director or officer has a material conflict of interest.

(2) A violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or conduct was unlawful.

(3) A transaction from which the director or officer derived an improper personal profit.

(4) Willful misconduct.

(b) Determination of whether indemnification is required under this Section shall be made pursuant to Section 6.5.

(c) The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this Section.

6.3 Written Request. A director or officer who seeks indemnification under Section 6.1 or 6.2 shall make a written request to the Association.

6.4 Nonduplication. The Association shall not indemnify a director or officer under Sections 6.1 or 6.2 if the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceedings. However, the director or officer shall have no duty to look to any other person for indemnification.

6.5 Determination of Right to Indemnification.

(a) Unless otherwise provided by the Articles of Incorporation or by written agreement between the director or officer and the Association, any director or officer seeking

indemnification under Section 6.2 shall select one of the following means for determining his or her right to indemnification:

(1) By a majority vote of a quorum of the Board of Directors consisting of directors who are not at the time parties to the same or related proceedings. If a quorum of disinterested directors cannot be obtained, by majority vote of a committee duly appointed by the Board of Directors and consisting solely of two or more directors who are not at the time parties to the same or related proceedings. Directors who are parties to the same or related proceedings may participate in the designation of members of the committee.

(2) By independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in sub. (1) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings.

(3) By a panel of three arbitrators consisting of one arbitrator selected by those directors entitled under sub. (2) to select independent legal counsel, one arbitrator selected by the director or officer seeking indemnification and one arbitrator selected by the two arbitrators previously selected.

(4) By an affirmative vote of the members at a meeting of the members in which a quorum is present.

(5) By a court under Section 6.8.

(6) By any other method provided for in any additional right to indemnification permitted under Section 6.7.

(b) In any determination under sub. (a), the burden of proof shall be on the Association to prove by clear and convincing evidence that indemnification under Section 6.2 should not be allowed.

(c) A written determination as to a director's or officer's right to indemnification under Section 6.2 shall be submitted to both the Association and the director or officer within 60 days of the selection made under sub. (a).

(d) If it is determined that indemnification is required under Section 6.2, the Association shall pay all liabilities and expenses not prohibited by Section 6.4 within 10 days after receipt of the written determination under sub. (c). The Association shall also pay all expenses incurred by the director or officer in the determination process under sub. (a).

6.6 Expenses as Incurred. Within 10 days after receipt of a written request by a director or officer who is a party to a proceeding, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following:

(a) A written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association.

(b) A written undertaking, executed personally or on his or her behalf, to repay the allowance to the extent that it is ultimately determined under Section 6.5 that indemnification under Section 6.2 is not required and that indemnification is not ordered by a court. The undertaking under this subsection shall be an unlimited, general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

6.7 Nonexclusivity.

(a) Except as provided in sub. (b), Sections 6.1, 6.2 and 6.6 do not preclude any additional right to indemnification or allowance of expenses that a director or officer may have under any of the following:

- (1) The Articles of Incorporation;
- (2) A written agreement between the director or officer and the Association;
- (3) A resolution of the Board of Directors; and
- (4) A resolution of the members of the Association.

(b) Regardless of the existence of an additional right under (a), the Association shall not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 6.2(a)(1), (2), (3) or (4). A director or officer who is a party to the same or related proceedings for which indemnification or an allowance of expenses is sought may not participate in a determination under this subsection.

(c) Sections 6.1 to 6.11 do not affect the Association's power to pay or reimburse expenses incurred by a director or officer in any of the following circumstances:

- (1) As a witness in a proceeding to which he or she is not a party.
- (2) As a plaintiff or petitioner in a proceeding because he or she is or was an employee, agent, director or officer of the Association.

6.8 Court-Ordered Indemnification. Except as provided otherwise by written agreement between the director or officer and the Association, a director or officer who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. Application may be made for an initial determination by the court under Section 6.5(a)(4) or for review by the court of an adverse determination under Section 6.5(a)(1), (2), (3) or (5).

6.9 Indemnification of Employees or Agents. The Association may indemnify and allow reasonable expenses of an employee or agent who is not a director or officer to the extent provided by the Articles of Incorporation or Bylaws by general or specific action of the Board of Directors or by contract.

6.10 Insurance. The Association may purchase and maintain insurance on behalf of an individual who is an employee, agent, director or officer of the Association against liability asserted against or incurred by the individual in his or her capacity as an employee, agent, director or officer, or arising from his or her status as an employee agent, director or officer, regardless of whether the Association is required or authorized to indemnify or allow expenses to the individual against the same liability under Sections 6.1, 6.2, 6.5, 6.7 and 6.9.

6.11 Liberal Construction. In order for the Association to obtain and retain qualified directors and officers, the foregoing provisions shall be liberally administered in order to afford maximum indemnification of directors and officers and, accordingly, the indemnification above provided for shall be granted in all cases unless to do so would clearly contravene applicable law, controlling precedent or public policy.

ARTICLE VII. CONTRACTS AND FINANCIAL MATTERS

7.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Association, and such authorization may be general or confined to specific instances. No contract or other transaction between the Association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors or officers are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies the contract or transaction, if (1) the fact of such relationship or interest is disclosed or known to the Board of Directors which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (2) the fact of such relationship or interest is disclosed or known to the Unit Owners, which authorize, approve or ratify such contract or transaction; or (3) the contract or transaction is fair and reasonable to the Association. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves or ratifies such contract or transactions, but such interested directors shall abstain from any vote to authorize, approve or ratify such contract or transaction.

7.2 Loans. No indebtedness for borrowed money shall be contracted on behalf of the Association and no evidence of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

7.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by any officer of the Association or an agent of the Association duly appointed for the purpose.

7.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board of Directors.

7.5 Audit. The Board of Directors shall cause to be conducted, no less frequently than annually, an audit of the Association's books and records. The Board of Directors shall select the auditors.

7.6 Budget. The Board of Directors shall cause to be prepared for the Board's approval, prior to the start of each fiscal year of the Association, an annual budget for the Association.

ARTICLE VIII. CORPORATE SEAL

The Association shall not have a corporate seal.

ARTICLE IX. AMENDMENTS

9.1 By Unit Owners. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Unit Owners if such amendment or other change in the Bylaws is adopted by affirmative vote of not less than sixty-seven percent (67%) of the votes of all Unit Owners present in person or by proxy represented at an annual or special meeting of the Unit Owners at which a quorum is in attendance.

9.2 By Directors. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors if such amendment or other change in the Bylaws is adopted by affirmative vote of a majority of the number of directors present at or participating in any meeting at which a quorum is in attendance. Notwithstanding the foregoing, no Bylaw adopted by the Unit Owners shall be amended or repealed by the Board of Directors unless such authority is conferred by the Unit Owners on the Board.

ARTICLE X. BOOKS AND RECORDS

10.1 Inspection. The books, records, minutes and papers of the Association shall at all times, and during reasonable business hours, be subject to inspection by the Unit Owners. The Declaration, Articles of Incorporation and Bylaws of the Association shall be available for inspection by any Unit

Owner, Mortgagee or prospective purchaser of a Unit at the principal office of the Association, where copies of which may be purchased at reasonable cost.

10.2 Report of Unit Owner Defaults. The Association shall, within ten (10) days of a request by a prospective Unit Purchaser, report to such person the amount of any due and unpaid assessments against the Unit being purchased.

10.3 Current Roster. Each Unit Owner shall promptly notify the Secretary upon (i) acquisition of an ownership interest in any Unit, (ii) any change in such Unit Owner's name or address, and (iii) any transfer of ownership interest in the Unit. In the event that a Unit Owner mortgages its Unit (or any interest therein), such Unit Owner shall notify the Secretary of the name and mailing address of the Mortgagee. The Unit Owner shall also notify the Secretary upon a release of such mortgage. The Secretary shall maintain all information contemplated by this section in the current roster of the Association.

10.4 Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE XI. BUDGET, ASSESSMENT, AND ANNUAL REPORT

11.1 Fiscal Year.

The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

11.2 Budget. The Board of Directors shall adopt a projected annual operating budget for the Association, which budget shall be subject to approval by the Unit Owners. The budget shall be effective for the period beginning January 1 of the year in which it is adopted through December 31 of the succeeding year.

11.3 Levying and Payment of General Assessments. Based on the projected annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to their respective percentage interest set forth in Section 5 of the Declaration. Declarant shall be fully liable for payment of the full share of General Assessments against any unsold Unit for any period after which an occupancy permit for such Unit has been issued. No Unit shall be subject to assessments, general or special, prior to the date an occupancy permit has been issued therefor. On or before the last day of December of each year, the Secretary shall mail or deliver a copy of the projected annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such

installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

11.4 Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

11.5 Association Remedies Upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the due date at the rate of sixteen percent (16%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the assessed Units, by enforcing and foreclosing such liens or by bringing an action for money damages against the Unit Owner personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of the Unit.

11.6 Annual Report. Each March, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, Common surpluses and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner.

ARTICLE XII. RULES OF CONSTRUCTION

Should there be any conflict between the terms of the Declaration, the Articles of Incorporation and these Bylaws, the terms of the Declaration shall prevail over the Articles of Incorporation and these Bylaws, and terms of the Articles of Incorporation shall prevail over these Bylaws.

[END]

**ADMINISTRATIVE RULES AND REGULATIONS
OF
PARK WOODS CONDOMINIUM
OWNERS ASSOCIATION, INC.**

**ADMINISTRATIVE RULES AND REGULATIONS
OF
PARK WOODS CONDOMINIUM
OWNERS ASSOCIATION, INC.**

The following administrative rules and regulations are adopted by the Park Woods Condominium Owners Association, Inc. ("Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

**ARTICLE I.
GENERAL**

1.01 Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units and their guests, families, invitees and tenants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Park Woods Condominium Owners Association, Inc. ("Declaration").

1.03 Keys and Locks. The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.

1.04 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 55° Fahrenheit during the winter months.

1.05 Doorways. Unit Owners shall not prop open the Building's doors to the stairways, garage or to the outside.

1.06 Communication Equipment. Unit Owners shall not use, place or install satellite dishes, antennas or any other communication equipment on the Building, the grounds or any deck or balcony without first informing the Association in writing and obtaining written permission from the Association for the same. The Association shall grant permission to Unit Owners only when required to do so by applicable state or federal law.

ARTICLE II. APPEARANCE

2.01 Signs. No sign or banner of any kind shall be displayed to the public view on any Unit without prior written consent of the Association. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

2.02 Protrusions. No awning, machines, hot tubs, air conditioning units, wiring for electrical or telephone installation or other similar protrusions shall be allowed on the exterior of the Condominium or upon any of the Limited Common Elements without the prior written consent of the Association.

2.03 Laundry. No laundry shall be hung on the balcony or upon any decks or patios or in windows for any reason.

2.04 Limited Common Elements. All balconies, decks and patios which are open to public view shall be kept in a neat and orderly condition. All balconies, decks and patios shall be kept free from all personal property except deck and patio furniture and grills.

ARTICLE III. USE RESTRICTIONS

3.01 Animals. The maximum number of pets in any Unit shall not exceed two (2). The pets may consist of 2-cats, 2-dogs or a combination of 1-cat and 1-dog. All pets must display a friendly demeanor toward people as well as other pets. No pet will be allowed in common areas at any time unless it is on a leash of no longer than thirty inches ("30"), or is being carried. Owners shall immediately clean up common areas of all debris and feces from their pets. No pet shall be permitted to cause a nuisance, damage to property or an unreasonable disturbance. Any pet causing such nuisance or disturbance to any other occupant shall be promptly and permanently removed upon owner being given notice by the Board of Directors.

3.02 Damage to Common Elements. Damages to the Common Elements or Limited Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03 Unit Rental. With the exception of Units owned by the Declarant and Units foreclosed upon by Mortgagees who have reserved the right to rent the same, no portion of a Unit or an entire Unit may be rented without prior approval of the Association. Units may be leased as single family residences only, and must be approved in writing by the Association. A Unit shall be deemed to be used for a single family residential purposes if it meets the definition of the same set forth in the

Declaration. Any lease that is allowed hereunder shall be subject and subordinate in all respects to the Declaration, the Association's Bylaws and to these Administrative Rules and Regulations, and the Association shall have the right, in addition to all other rights and remedies available to it in law or in equity, to evict and/or eject any tenant of any Unit who has violated the terms of the Declaration, the Association's Bylaws or these Administrative Rules and Regulations.

3.04 Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.05 Maintenance of Common Elements. Unit Owners shall be prohibited from discarding any materials from the windows, balconies or doors of the Units and shall be prohibited from discarding any materials into the Common Elements and Limited Common Elements.

3.06 Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state and federal laws applicable to their Unit.

3.07 Noises and Odors. Unit Owners shall not allow any sounds to be generated in their Unit which are unreasonably loud and interfere with the quiet enjoyment of the Condominium. Unit Owners shall not allow odors to be unreasonably dispelled from their Units.

3.08 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements or Limited Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

3.09 Recreational Vehicles. No boats, trailers, campers, vans equipped for overnight use, RV motor homes, vehicles with boats on top and other RVs shall be parked in any limited common area for more than 48 hours in any seven-day period, without the consent of the Association.

3.10 Weapons. No rifle, shotgun, crossbow, bow and arrow, air rifle, slingshot or any type of weapon whatsoever shall be discharged or operated on the property.

3.11 Trash Disposal. No Unit Owner shall allow trash, rubbish, garbage, or other refuse to accumulate on the Common or Limited Common Elements. All such material shall be stored in sanitary, covered containers, hidden from general view to the greatest extent practical, except when placed for collection in a collection area as designated by the Association; no such material shall be placed for collection for a period of more than six (6) hours, unless in an animal proof container.

3.12 Lawn Care. No planting, landscaping or gardening shall be allowed and no fences, hedges or walls shall be erected or maintained on the Property except in accordance with the initial construction of the improvements located thereon or as expressly approved by the Association; provided, however, this shall not prohibit planting flowers on each Unit's Limited Common Elements or within a five foot space so long as such plantings do not impede the Association's ability to maintain the lawn or rain garden.

3.13 Snow Removal. Snow removal for driveways and private drive are the responsibility of the Association.

ARTICLE IV. ARCHITECTURAL RESTRICTIONS

4.01 Architectural Changes. Unit Owners shall not make any changes to the architectural structure of a Unit without the prior written consent of the Board of Directors of the Association. All materials and fixtures installed by the Unit Owner in connection with any changes described in this Section shall be of first-class quality, new and fully paid for by the Unit Owner.

4.02 Costs for Architectural Changes. As a precondition to considering any request submitted by a Unit Owner under Section 4.01, above, the Board of Directors may require the Unit Owner to provide, at Unit Owner's expense, an expert study prepared by an architect or engineer showing the effect, if any, of the proposed architectural changes upon the structure and building systems.

4.03 Minimal Disruption. In implementing any architectural changes approved by the Board of Directors, the Unit Owner shall use all reasonable efforts to minimize disruption to other Unit Owners. All construction work shall be performed during normal business hours.

ARTICLE V. AMENDMENTS

5.01 Amendments. This document may be amended at any time by the Board of Directors of the Association.

**PARK WOODS CONDOMINIUM
OWNERS ASSOCIATION, INC.
Monthly Operating Budget**

The following is the projected monthly operating budget for the Condominium for its month to month operations. It is derived from the Declarant's prior experience and consultation with third parties. Amounts may vary from year to year as operation costs change. Expenses are only for the costs which are not the responsibility of individual Unit Owners, and a Unit Owner's individual expenses for taxes and other individualized expenses of a Unit are not contained in this budget.

Lawn Care	\$ 45.00
Snow Removal	\$ 65.00
Insurance	\$ 75.00
Management	\$ 15.00
Reserve	<u>\$ 50.00</u>
Total	\$250.00

The projected monthly General Assessment for each unit of the Condominium, based on this budget, is approximately \$250.00. The assessment for reserves will vary over time depending on the Unit Owners' decision(s) regarding a sinking fund for major repairs to the Building.



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, August 19, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board regarding Ordinance #2019-15: an ordinance to amend the zoning code regarding definitions related to yards and the modification of yard setback requirements in the R1-B (Single Family Residence District).

PREVIOUS ACTION:

Plan Commission discussed this item at the July 15, 2019 meeting.

ISSUE SUMMARY:

Plan Commission discussed this item at the July 15, 2019 meeting. Staff has recently encountered a problem regarding the application of setbacks on corner lots within the R-1B District and clarification of yard definitions. This District is primarily along Lake Waubesa in some of the older areas of the Village where the properties were developed in very close proximity many years ago. Many of these lots would not be able to meet the terms of our more modern R-1 requirements that apply in newly platted subdivisions. As is customary then a special district is created to help protect the character and nature of this area.

Corner lots are typically required to have two front setbacks applied on both street yards. This then requires 20 feet on either side based upon how the lot lays out. In some cases a reverse corner lot may also apply if the front of the house is not on the main street and there is a slightly different setback afforded in that situation. However, what we have found in this area is that when applying these standards as you would in other districts that have corner lots it becomes restrictive in attempting to site a property. There is currently one vacant property that is used as an example; however, there are likely more than 2 dozen corner lots these standards would apply to that a change here is likely mindful.

Ordinance 2019-15 has been prepared by the Village Attorney and is recommended by staff for approval. A redlined summary of the proposed changes is also included in the packet.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:



Section 62-4 Definitions

Section 62-70 - Bulk Residential Standards

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented For Recommendation To The Village Board.

ATTACHMENTS:

1. ORDINANCE 2019-15 Amending the Zoning Code regarding Yards and R-1B District Setbacks
2. Changes for Ordinance 2019-15 redlined
3. Section 62-68(g) - R1B
4. Section 62-70 - Bulk Standard - Residential Districts

ORDINANCE 2019-15

AN ORDINANCE TO AMEND THE ZONING CODE REGARDING DEFINITIONS RELATED TO YARDS AND THE MODIFICATION OF YARD SETBACK REQUIREMENTS IN THE R-1B (SINGLE FAMILY RESIDENCE DISTRICT) IN THE VILLAGE OF MCFARLAND

Purpose: To amend the Zoning Code to revise certain definitions related to yards and to modify the side and street yard setbacks in the R-1B Single Family Residence District.

Sponsor: Village Administrator Schuenke

Recommended Referral: Plan Commission (Required)

Public Hearing: Required; Preceded by Class 2 Notice

WHEREAS, the Zoning Code has definitions for certain types of yards and some of the definitions are duplicative and can be clearer, specifically as it relates to side yards and street yards; and

WHEREAS, the R-1B Single Family Residence District encompasses areas in the Village that are near Lake Waubesa and include lots that are smaller in area than other residential districts and lots that are part of older developments; and

WHEREAS, the current Zoning Code provides yard setback requirements for street yards on corner lots that may, under certain circumstances, be inconsistent with the purpose of the Code and the use of these lots; and

WHEREAS, the Village Board finds that amending the Zoning Code with respect to certain definitions related to yards and the setback requirements for corner lots in the R-1B District is in the public interest;

NOW, THEREFORE, the Village Board of the Village of McFarland, does ordain as follows:

1. Section 62-4 – Definitions, of the McFarland Municipal Code is amended to reflect the following changes:

-Paragraph (137) *Side yard*, is deleted.

-Paragraph (142) *Street yard*, is amended to read:

A yard facing a street and extending across the full width of the lot, the depth of which shall be the minimum horizontal distance between the existing street or highway right-

of-way line and a line parallel thereto through the nearest point of the principal structure. Corner lots shall have two or more street yards.

-Paragraph (159) *Yard, rear*, is amended to read:

A yard extending across the full width of the lot and lying between the rear lot line and the nearest line of the principal building.

-Paragraph (160) *Yard, side*, is amended to read:

A yard extending from the front yard to the rear yard, lying between the main building and a side lot line. The width of a side yard shall be the minimum horizontal distance between the side lot line and a line parallel thereto through the nearest point of the principal structure. A side yard does not include any yard that is a street yard.

All other definitions in Section 62-4 not modified by these changes remain in effect.

2. Section 62-70 – Bulk Standards – Residential Districts, of the McFarland Municipal Code is amended to reflect the following changes:

-Footnote 11 is created for Front yard under Bulk Standards to read:

⁽¹¹⁾ All street yards are subject to the requirements for front yards, unless otherwise provided.

-Footnote 6 under Front yard standards for R-1B is amended to read:

⁽⁶⁾ Corner lots have at least two street yards, one of which is the front yard. In the R-1B District, the front yard is subject to the 20-foot yard requirement, and additional street yards are subject to the 7-foot yard requirement, unless it is a reversed corner lot, in which case the 15-foot setback for reversed corner yards applies.

-The Front yard setback for R-1B is amended to provide a 20-foot setback for front yards and a 7-foot setback for other street yards.

These amendments will be shown under Section 62-70 as follows:

RESIDENTIAL DISTRICT BULK STANDARDS

Bulk Standards	A-1	R-1	R-1A ⁽⁹⁾	R-1B ⁽⁹⁾	R-2 ⁽³⁾	R-3 ⁽³⁾	R-MH	R-E	RH-1
Yards ⁽⁷⁾⁽¹⁰⁾									
Front yard (ft.) ⁽¹¹⁾	-	25	25	20/7 ⁽⁶⁾	25	25 or 35 ⁽⁴⁾	25	25	40

(6) Corner lots have at least two street yards, one of which is the front yard. In the R-1B District, the front yard is subject to the 20-foot yard requirement, and additional street yards are subject to the 7-foot yard requirement, unless it is a reversed corner lot, in which case the 15-foot setback for reversed corner yards applies.

(11) All street yards are subject to the requirements for front yards, unless otherwise provided.

All other provisions in Section 62-70 not modified by these changes remain in effect.

The above and foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the _____ day of _____, 2019.

APPROVED:

Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger, Village Clerk-Treasurer

ORDINANCE 2019 –	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Adrian	Kolk
Brassington	Lytle
Clow	O'Hearn
Czebotar	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

~~(137) *Side yard.* A yard extending from the street yard to the rear yard of the lot, the width of which shall be the minimum horizontal distance between the side lot line and a line parallel thereto through the nearest point of the principal structure.~~

(142) *Street yard.* A yard **facing a street** and extending across the full width of the lot, the depth of which shall be the minimum horizontal distance between the existing street or highway right-of-way line and a line parallel thereto through the nearest point of the principal structure. Corner lots shall have two **or more** street yards.

(159) *Yard, rear.* A yard extending across the full width of the lot and lying between the rear **lot** line ~~of the lot~~ and the nearest line of the principal building.

(160) *Yard, side.* **A yard extending from the front yard to the rear yard, lying between the main building and a side lot line. The width of a side yard shall be the minimum horizontal distance between the side lot line and a line parallel thereto through the nearest point of the principal structure. A side yard does not include any yard that is a street yard. The part of the yard lying between the main building and a side lot line, and extending from the required front yard (or from the front lot line, if there is no required front yard) to the required rear yard.**

All other definitions in Section 62-4 not modified by these changes remain in effect.

1. Section 62-70 – Bulk Standards – Residential Districts, of the McFarland Municipal Code is amended to reflect the following changes:

RESIDENTIAL DISTRICT BULK STANDARDS

Bulk Standards	A-1	R-1	R-1A ⁽⁹⁾	R-1B ⁽⁹⁾	R-2 ⁽³⁾	R-3 ⁽³⁾	R-MH	R-E	RH-1
Yards ⁽⁷⁾⁽¹⁰⁾									
Front yard (ft.) ⁽¹¹⁾	-	25	25	20/7 ⁽⁶⁾	25	25 or 35 ⁽⁴⁾	25	25	40

⁽⁶⁾ **Corner lots have at least two street yards, one of which is the front yard. In the R-1B District, the front yard is subject to the 20-foot yard requirement, and additional street yards are subject to the 7-foot yard requirement, unless it is a reversed corner lot, in which case the 15-foot setback for reversed corner yards applies. ~~The front yard is the same as the street yard.~~**

⁽¹¹⁾ **All street yards are subject to the requirements for front yards, unless otherwise provided.**

outlying as well as some inlaying urban parts of the Village, and to promote and encourage a suitable environment for family life where children are members of most families. Development in the R-1A Single-Family Residence District is limited primarily to single-family dwellings and certain community recreational facilities to serve residents of the district.

- (g) ***R-1B Single-Family Residence District.*** The purpose of the R-1B Single-Family Residence District is to stabilize and protect the essential characteristics of existing low density residential areas normally located near or in close proximity to the Lake Waubesa or Yahara River areas, and to promote and encourage a suitable environment for family life where children are members of most families. Development in the R-1B Single-Family Residence District is limited primarily to single-family dwellings and certain community recreational facilities to serve residents of the district.
- (h) *R-2 Single- and Two-Family Residence District.* The R-2 Single- and Two-Family Residence District is established to protect the essential characteristics of certain low-density residential areas of the Village and to promote and encourage a suitable environment for family life where children are members of most families. Development in the R-2 Single- and Two-Family Residence District is limited primarily to single-family and two-family detached dwellings and certain community and recreational facilities to serve residents of the district.
- (i) *R-3 General Residence District.* The R-3 General Residence District is established to stabilize and protect certain medium density residential areas in the Village and to promote and encourage a suitable environment for family life where children are members of most families. Development in the R-3 District is limited primarily to smaller multiple-family dwellings, boarding homes, convalescent homes and recreational facilities to serve residents of the district.
- (j) *R-MH Manufactured Home Residence District.* The R-MH Manufactured Home Residence District is established to provide for the permanent placement of manufactured homes in a low- to medium-density residential area of the Village and to promote and encourage a suitable environment for family life where children are members of many families. Development in the R-MH Manufactured Home Residence District is limited primarily to manufactured houses and single-family residences on smaller lots and certain community and recreational facilities to serve residents of the district.
- (k) *R-E Elderly Residence District.* The R-E Elderly Residence District is established to stabilize and protect certain medium density residential areas in the Village and to promote and encourage a suitable environment for elderly persons in duplex and multiple-family dwellings, pursuant to state and federal regulations.
- (l) *C-G General Commercial District.* The C-G District is intended to provide an area for the business and commercial needs of the community, especially those which can be most suitably located in a compact and conveniently located business district. Residences that are compatible with surrounding uses are allowed as conditional uses.
- (m) *C-P Commercial Park District.* The C-P District is established to provide an esthetically attractive working environment exclusively for and conducive to the development and protection of offices, non-nuisance type manufacturing operations, research and development institutions and limited retail businesses. The essential purpose of this district is to achieve development, which is an asset to the owners, neighbors and the Village, and to promote and maintain desirable economic development in a park-like setting.
- (n) *C-H Highway Commercial District.* The C-H District is intended to provide an area for those business and commercial activities which especially have to do with motor vehicles or highway transportation, or which provide goods or services primarily to travelers on a highway, or for which location adjacent to a major

Sec. 62-70. - Bulk standard—Residential Districts.

No structure or lot shall be developed, used or occupied unless it meets the minimum lot frontage, lot area, yard requirements, height limits and other dimensional standards set forth in the following table:

RESIDENTIAL DISTRICT BULK STANDARDS

Bulk Standards	A-1	R-1	R-1A (9)	R-1B (8)	R-2 ⁽³⁾	R-3 ⁽³⁾	R-MH	R-E	RH-1
Minimum lot area (sq. ft.)	35 acres	10,000	6,000	6,000	10,000	None	6,000	None	1 acre
Minimum lot width (ft.)	-	80	50	50	80	80	50	80	150
Building height (ft.)	35 ⁽¹⁾	35	35	35	35	35	35	35	35
Yards ⁽⁷⁾⁽¹⁰⁾									
Front yard (ft.)	-	25	25	20 ⁽⁶⁾	25	25 or 35	25	25	40
Front yard with snout garage ⁽²⁾	-	30	30	20	30	25 or 35	30	30	40
Side yard (ft.)									
One story building	6	6	7	7	8	8	6	8	10
Both sides combined	14	14	14	14	18	20	14	20	20
Two story building	7	7	7	7	8	10	7	10	10

Both sides combined	18	18	14	14	18	20	18	25	20
Reversed corner	25	25	25	15	25	25 or 30	15	25	40
Rear yard (ft.)	30	30	30	30 or 40	30	35	25	30	50
Usable open space per dwelling unit (sq. ft.)	-	1,300	1,000	1,000	750	500	1,000	500	4,000
Minimum lot area per dwelling unit (sq. ft.)	-	10,000	6,000	6,000	5,000	5,445	6,000	4,356	1 acre
As conditional use	-	10,000	6,000	6,000	5,000	2,904	6,000	2,178	1 acre
Parking spaces required per dwelling unit (sq. ft.)									
Efficiency		1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
One bedroom	-	2.0	2.0	2.0	2.0	2.0	2.0	1.0	2.0
Two bedrooms	-	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Three bedrooms	-	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5
Four+ bedrooms	-	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Minimum landscaping points ⁽⁵⁾									

Per 100 ft. of bldg. foundation					50		45	
Per 1,000 sq. ft. gross floor area					20		20	
Per 100 ft./street frontage					50		45	
Per 10,000 sq. ft. of paved area					100		90	

- (1) Barns, sheds, silos and other farm buildings shall not exceed in height twice their distance from the nearest lot line; however, these buildings have to be setback at least 60 feet from the street and no closer than 100 feet from the property line of adjacent properties, if those properties are located in a Residence District.
- (2) Attached garages that are closer to a street than any other portion of structure are snout garages.
- (3) R-2 and R-3 Districts allow zero lot line duplexes of 5,000 square feet minimum lot area and a 40 feet minimum lot width, with side yard setback requirements of eight feet for a one-story structure and ten feet for a two-story structure.
- (4) Twenty-five feet applies to lots if no motor vehicle garage door opening faces street side; 35 feet applies if motor vehicle garage door opening faces street side.
- (5) See Appendix B, Village of McFarland Landscaping Standards.
- (6) The front yard is the same as the street yard.
- (7) All yards abutting upon navigable waterways set back at least 40 feet unless superseded by Wisconsin Department of Natural Resources or Dane County regulations.
- (8) Twenty-five feet applies to street side with no motor vehicle garage door opening; 30 feet applies to street side with a motor vehicle garage door opening.

(9) The side yard setback amendments enacted by Ordinance No. 2014-13 shall apply only to property for which a new home construction permit is issued after December 11, 2014.

(10) All yards in the RH-1 District abutting a collector or arterial street shall be set back 60 feet from the property line.

(Code 1998, § 13-1-49; Ord. No. 2003-03, § 1(13-1-49), 3-24-2003; Ord. No. 2005-08, § 1, 4-25-2005; Ord. No. 2011-06, § 3, 5-23-2011; Ord. No. 2014-13, § 1, 10-27-2014; Ord. No. 2018-02, § 9, 1-22-2018)

McFarland VILLAGE OF

Memorandum

TO: Plan Commission Members

FROM: John Griffith, Code Enforcement Officer

DATE: August 8, 2019

RE: July Property Maintenance Report

<u>ADDRESS-OWNER OR TENANT OCCUPIED (JUNE AND PRIOR LETTERS/CONTACT)</u>	<u>VIOLATION:</u>	<u>STATUS</u>
5313 Main Street (Severson)(rental home)	Couch, furniture, misc. debris at curb letter & 30 day notice sent 6/20/19	Tenants left- landlord removed trash and furniture
4905 Farwell Street (McCabe)	Trailer parked on lawn – 30 day notice sent 6/10/19	Trailer moved
5306 Olson Court (Woodworth)	Grass/weeds over 8” - 5 day notice posted on 6/6/19	Mowed in timeframe
5601 Lexington St – Woodland Commons Apts.	Couch and chair at curb – 6/13/19 –phone call to management company	Removed 6-14-19
4900 Larson Beach Road (Neitzel)	Grass/weeds over 8”- called owners maintenance dept.	Mowed in time
5802/04 Main St. (POC LLC)	Grass/weeds over 8” - 5 day notice posted on 6-17-19	Mowed in time
5915 Exchange St. (Byrne)	Tuck pointing	Letter sent to owner- 10-22-18 No response from owner
5906 Main St. (Schneider)	2 nd notice about repairs	Working with fire dept. 4/11/19 Letter from fire dept. was

		received by owner. 5-9-19 Citation mailed. 7/3/19 Citation returned – Letter not signed for. Reissued ticket on 7/15/19 sent priority mail – received by owner on 7/18/2019
5760/5722 + Lexington St – New rental units	Grass/weeds over 8” , railroad ties from landscaping left at curb called management company 6-13-19	Clean up in progress 6-14-19
5406 Siggelkow Road (John Fontain Inc.)	Grass/weeds over 8” - letter posted 6-6-19	Mowed by 6-11-19
5706 Wisconsin (Frisch)	Grass/weeds over 8” - 5 day notice posted on 6/13/19	Mowed by 6-18-19
5412 Dennis Drive (Lawrin)	Keeping chickens without permit – Notice sent 6/10/19	Paid double fine
5108 Summer Trail (Weber) Vacant lot	Grass/weeds over 8” - Called and left message on vm for owner 6-6-19.	Owner hired lawn service
5006 Farwell St. (Lien) (Rental apt.)	Inoperable vehicle on property – 30 day notice mailed on 6/13/19	Vehicle removed
6119 Johnson Street (Deyoe)	Property not being maintained free of debris or garbage, unlicensed vehicle(s) on property, RV being used for storage, pool used for storage of debris.	30 day Letter sent 7-15-19. Lawn weeds – 5 day notice 7- 15-19
6605 Meredith Way (Vezina)	Keeping chickens without permit – Notice sent 6/10/19	Paid double fine
5403 Leanne Lane (Dziewior)	Keeping chickens without permit – Notice sent 6/10/19	Paid double fine
5405 N. Cook St (Bloyer)	RV parked in yard on property	Owner is pouring area to park the RV. 6/27/19 – work not taken place, 2 nd letter sent

		6/27/19. Resolved 7-29-19
5106 Black Walnut (Hammerling)	Improper storage of firewood on property –30 day notice mailed 5-6-19	Citation issued on 6-6-19. Court date 7-9-19. Judge gave 60 days to comply

<u>LETTERS /CONTACT IN JULY :</u>	<u>VIOLATION:</u>
Long Street (O’Hearn)	Grass/weeds over 8” 5- day notice 7/25/19 Wood, debris, garbage, rubbish stored outside on property – 30 day notice- 7/25/19
5705 Leanne Lane (Mita)	Grass/weeds over 8” - 5 day notice posted on 7/10/19 7/29/19 ticketed
6012 Exchange Street (Ford)	Furniture stored outside on property 7/15/19 30 notice letter sent
6119 Johnson Street (Deyoe)	Grass/weeds over 8” - 5 day notice posted on 7/15/19 Unlicensed, inoperable vehicles on property Debris, rubbish, garbage stored outside on property – letter posted on 7/15/19
5608 Greenway	Grass/weeds over 8” - 5-day notice posted on 7/22/19. Ticketed, court date.
5320 Autumn Lane (Cullum-Powers)	Outside storage of junk, inoperable vehicle, unsightly debris 7/20/19

6208 Johnson Street (Torbleau)	Grass/weeds over 8" - 5-day notice mailed on 7/29/19 – returned non-deliverable. Notice posted.
Norma Road	Debris & junk stored outside on property
6009 Exchanges Street (Beck)	Furniture stored outside on property 7/22/19
6139 Exchange Street (Cottage Quarter LLC) rental	Furniture, pallets, and debris stored outside on property. Vehicle parked on lawn 7/25/19
5521 N. Cook Street (Elmer)	Unlicensed/ inoperable vehicle stored on property 7/24/19 30 day notice letter sent
5904 Leanne Lane (Gerick)	Work being done without a permit 7/25/19 – 10 day notice given to get permit
5108 Linden Parkway (Andrews)	Grass/weeds over 8" - 5 day notice posted on 7/29/19

Community Development - Director's Report

July 2019

New Director Introduction

I officially started as the new Community & Economic Development Director on August 12. Many of you may already recognize my name and face as over the past couple of years I have been providing consulting services related to the Village's TIF Districts. I hope to build on the great work Pauline and the rest of the Department staff have been providing the Village to continue to keep McFarland an exceptional community to live, work, play and stay.

I grew up in Stoughton, so naturally I am a little bit Norwegian. I graduated from UW-Madison with a degree in forestry and UW-Milwaukee with a master's degree in urban and regional planning. For the past 13 years, I worked for the multi-disciplinary consulting firm MSA Professional Services in Madison as a Senior Planner. Prior to that, I worked for the Southwestern Wisconsin Regional Planning Commission in Platteville. My wife and I currently live on the north side of Madison. She is a diehard Brewers fan, and I'm a diehard Cubs fan....somehow we make it work ☺. In all other respects, I am a fan of WI teams if you are worried. We enjoy traveling when we can, trying out new restaurants, attending Madison Symphony concerts, Mallards games, and camping. I am a member of the Madison Curling Club, a bowler, and in the summer, an ultimate frisbee player. When I am not busy doing those activities you can find me "puttering" (as my wife likes to say) in the yard or garage.

I look forward to getting to know all the members of the Plan Commission. To that end, I would like to extend an invitation to each of you to meet with me to get to know each other better including your perspectives on the future growth, development, and preservation of the Village.

With some assistance from Matt and Karen, the following is a recap of July activities and a look ahead to the September agenda items.

July Recap:

- During the month of July 65 permits were issued, 2 for new single-family homes. Total revenues for the month amounted to \$39,959.
- We are completing the final financial evaluation of the 4719 Farwell Street development and working on coming to terms on the Development Agreement. We anticipate that document to be considered by the CDA on September 4th and approved by the Village Board shortly thereafter. We are still working to break ground before the year is out.
- Staff continues to evaluate the process by which lawns are mandated to be brought into compliance with our codes. This is a shared discussion with the Public Works Department and the Village Attorney to establish enforcement processes and procedures that are legally applicable to these situations. We will continue to monitor complaints into the Fall as usual and then over the Winter discuss changes to how these codes are implemented for the 2020 growing season.
- The building permit has been issued for the shed as part of Phase 1 at 4703 Terminal Drive. The remaining elements of those phases include a house addition and the main improvement for the

apartment building. We do still anticipate the bulk of that work breaking ground this Fall so permits are likely to be issued within the near future once final construction drawings are submitted.

- Public Improvements at Juniper Ridge Phase 8 are well underway as they continue to get in place the underground utilities. They do anticipate getting all of the underground work done before the Winter which will likely lead to a handful of homes permitted before year end with the bulk of the new home construction occurring in 2020. This is the second to last phase of this subdivision.
- I didn't see what all was submitted on Tuesday but I think it would be a good idea to give them a heads up as to what they will be working on next month since we now know what that is. Just a brief summary on these items should be fine.

Looking ahead to September:

- Public hearing to rezone a portion of 4519 & 4521 Field Avenue from C-G Commercial General to R-2 Single and Two Family Residence. A portion of the residential structure, and related side and rear yards, encroaches on the neighboring 5100 Erling property and 5100 Erling will be transferring ownership; however, since 5100 Erling and 4519/4521 Field are not in the same zoning districts, a zoning amendment is necessary to allow the transfer.
- Public hearing to approve a CSM to consolidate nine lots to create Lot 1 for 5100 Erling Avenue.
- Public hearing regarding a Conditional Use Permit (CUP), requested by Denise and Matthew Kuehl, Gingerbread Preschool, allowing for construction and use of a temporary parking lot at 4845 Taylor Road, property zoned C-H, Highway Commercial.
- Public hearing to approve a CSM to create four single family lots at 5406 Siggelkow Road.
- Continued discussion on amendments to the Village's Sign Code.

Submitted by:

Andrew Bremer, AICP

Community & Economic Development Director