VILLAGE OF MCFARLAND **Plan Commission** *NOTICE OF PUBLIC MEETING*

Tuesday, November 15, 2022 **7:00 PM** **McFarland Municipal Center**
Community Room

AGENDA

You are invited to this meeting through a Zoom webinar. The public is strongly encouraged to watch and participate in these meetings remotely through either the webinar or telephone options listed below.

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:
https://us02web.zoom.us/j/81726729769
Or by Telephone: +1 (312) 626-6799
Webinar ID: 817 2672 9769
Press *9 to raise/lower hand. Press *6 to mute/unmute.

1. CALL TO ORDER, ROLL CALL.

2. PUBLIC APPEARANCES.
   a. This is an opportunity for members of the public to address the Plan Commission. Please remember this is a virtual meeting conducted through the Zoom online meeting platform. Zoom meeting attendees wishing to address the Commission may do so using the Question and Answer feature within the Zoom online meeting platform. You may state your name, address, and provide your comments to the Commission for their consideration. Members of the public who are present in person and wish to address the Commission should fill out a public comment form and turn into the meeting chairperson. Members of the public may speak during public appearances or during their selected agenda item as they designate on the public comment form. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to community.development@mcfarland.wi.us to be included as part of the meeting.

3. APPROVAL OF MINUTES.
   a. Motion, second, to approve the minutes of the October 18, 2022 Plan Commission meeting.

4. PUBLIC HEARINGS.
   a. Public Hearing on a Certified Survey Map (CSM) requested by Cheryl Blanchar for the purpose of a lot line adjustment for 4510 Beckler Street and 5009 Card Avenue, McFarland, WI

   b. Public Hearing on Ordinance 2022-16 an ordinance rezoning 6303 Jaeger Road, McFarland from R-1 residential to PD-I Planned Development Infill General Plan Approved. Rezoning requested by Jerry and Dawn Reiter.

   c. Public Hearing regarding a Condominium Plat and request from Jaeger Estates Condominium Association, Inc Jerry and Dawn Reiter for the property located at 6303 Jaeger Road, McFarland, WI

5. BUSINESS.
   a. Discussion and possible action on a site design review permit submitted by Kwik Trip for the addition of a walk-in cooler and freezer to the rear of the building at 4701 Farwell Street, McFarland, WI

b. Discussion regarding a conceptual site plan for a potential residential condominium subdivision, submitted by Urso Bros. LLC for 3408 & 3418 Elvehjem Road, and Lot 3 of CSM 15493, McFarland, WI.

6. SCHEDULE NEXT MEETING DATE.
   a. Tuesday, December 20, 2022 at 700 PM.

7. ADJOURNMENT.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format should contact the McFarland Municipal Center at (608)838-3153, 5915 Milwaukee Street, McFarland, Wisconsin, or village.clerk@mcfarland.wi.us by 2:00 p.m. at least 5 business days prior to the meeting so that any necessary arrangements can be made to accommodate each request. If the meeting or request is less than 5 business days from the meeting, requests for accommodations may still be made and reasonable efforts will be made to accommodate each request.

Commission Minutes
October 18, 2022, at 7:00 P.M.

Members Present: Carolyn Clow, Stephanie Brassington, Kathleen Pakes, Chris Reynolds, Peter Bloechl-Anderson

Members Excused: Scott Peters

Staff Present: Andrew Bremer, Kong Thao

1. CALL TO ORDER, ROLL CALL

   Chair Clow called the meeting to order at 7:01 P.M.

2. PUBLIC APPEARANCES.

   None.

3. APPROVAL OF MINUTES
   a. Motion to approve the minutes of the September 20, 2022, meeting.

      Clow moved to approve the September 20, 2022, Plan Commission minutes. Pakes seconded the motion. Motion carried 5-0.

4. BUSINESS
   a. Discussion and possible action on a site design review permit from Madison Metropolitan Sewerage District to install a 35' radio antenna tower at Pump Station 9, located at 4612 Larson Beach Road.

      Thao provided staff summary on the request by Madison Metropolitan Sewerage District (MMSD). Thao's summary included details for the 35' radio antenna, staff's comments of the site design plan review and additional Village Staff comments. Discussion by the Commission asked about revenue generated from the land, noise, and lighting. Staff and the applicant answered that the land is owned by MMSD therefore no revenue and there is no additional noise or lighting to be emitted from the proposed antenna.

      Clow motioned to approve the site design review permit from Madison Metropolitan Sewerage District to install a 35' radio antenna tower at Pump Station 9, located at 4612 Larson Beach Road. Pakes seconded the motion. Motioned carried 5-0

   b. Discussion and possible action on a request by CTW Flooring for approval of a sign permit for a free-standing dual post pylon sign as an alteration to the design

guidelines within the Terminal and Triangle District Plan as provided under Sec. 62-73(c)(3) of the Zoning Code.

Bremer provided summary of the agenda item from the staff report. Bremer referenced sections within the Village Code regulating the proposed sign and Sec. 62-73(c)(3) how the Plan Commission may waive the design guidelines and grant the request upon review. Bremer provided staff's review of the existing design standards and use of the pylon sign's function within the area and how this supports the site design features previously approved.

Discussion from the Commission members included topics on past requests related to signs and the integrity of the regulation and what it is trying to achieve. Bremer referenced the past request by Kwik Trip, 4015 Terminal Drive, and the details of the sign permit included in their site design review. Bloechl-Anderson concurred with the design and aesthetics of the proposed sign are consistent with the design of the building.

Clow motioned to approve the request by CTW Flooring for approval of a sign permit for a free-standing dual post pylon sign as an alteration to the design guidelines within the Terminal and Triangle District Plan as provided under Sec. 62-73(c)(3) of the Zoning Code, with the condition that no additional permanent ground signs are permitted on the property, excepting signs accessory to parking areas under Sec. 8-495. Seconded by Bloechl-Anderson. Motion carried 5-0.

c. Discussion regarding updates to the Village's Zoning Code related to accessory uses and structures

Bremer provided an overview that staff will be working on developing an ordinance to update regulations regarding accessory uses and structures. An initial list of zoning code updates by staff are being investigated as part of the rewrites. They include clarity among definitions provided, categories for major and minor accessory structures, placement in yards, size as it relates to 40 percent or number of structures, setback and height regulations, acceptable materials, and accessory dwelling units.

The Commission continued discussion on the staff referenced topics. Bremer provided examples relating to the topics mentioned and how the existing code could be rewritten to improve existing deficiencies and reflect current best practices. Clow asked on the process Staff are taking in this approach. Bremer discussed a relative timeline for the accessory use and structures update and its approval process indicating that it will takes several months into 2023 to complete this project. Bremer summarized by sharing there will be a draft, review and feedback from the Plan Commission, feedback from the Village Attorney, a public hearing meeting, action by the Plan Commission and approval by the Village Board. Clow

concluded the discussion by asking Commission members to share any feedback with Staff should they have any later.

5. SCHEDULE NEXT MEETING DATE.

    a. Wednesday, November 9, 7:00 PM (Special Joint Meeting with the Community Development Authority and the Village Board)
    Tuesday, November 15, 7:00 PM (Regular Meeting)

6. ADJOURNMENT.

    Clow motioned to adjourn, Reynolds seconded the motion. Motion carried 5-0. Meeting adjourned at 7:38 P.M.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, November 15, 2022**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Public Hearing on a Certified Survey Map (CSM) requested by Cheryl Blanchar for the purpose of a lot line adjustment for 4510 Beckler Street and 5009 Card Avenue, McFarland, WI**

PREVIOUS ACTION:

ISSUE SUMMARY:
Cheryl Blanchar represents the estate for 4510 Beckler (Walter Weber). The property shares a lot line with 5009 Card Avenue, which is owned by her sister (Lori and Michael Schroedl). The two properties share an unusual rear lot line that includes a triangular notch. Both property owners desire to revise the shared lot lines to have a more linear approach. No building permit is associated with this request.

Existing Property Conditions
4510 Beckler Street. This property is 6,018 square feet and zoned R-1B, Single Family Residence. There is an existing single family detached home on the lot. The existing property conforms to the minimum lot size of the R-1B District (6,000 square feet) but the home is nonconforming to the front, side (west), and rear minimum setback requirements.

5009 Beckler Street. This property is 9,253 square feet and zoned R-1B, Single Family Residence. There is an existing single family detached home on the lot. The existing property conforms to the minimum lot size of the R-1B District (6,000 square feet) but the home is nonconforming to the front and rear minimum setback requirements.

Staff Comments
Staff does not have any concerns regarding the request. Both lots will continue to meet the minimum lot size of 6,000 square feet. Both existing structures will continue to be nonconforming to the minimum 30-foot setback requirement; however, the lot line adjustment reduces the extent of the nonconformity for both structures and the historical development of the properties makes it impossible to adjust the shared lot line in a manner that would result in both structures meeting the minimum setback requirements.

Public Comments
No public comments received prior to the publication of the meeting packet.

FINANCIAL/BUDGET IMPACT:

The applicants will incur all associated costs with this request.

VILLAGE PLAN REFERENCE:

Comprehensive Plan, 2017. The Future Land Use Map 6 identifies 4510 Beckler Street and 5009 Carde Avenue as Single Family Residential.

ORDINANCE REFERENCE:

Sec. 56-39 Certified Survey Map
Sec. 62-70 Bulk Standards Residential Districts

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This item is for a public hearing and discussion only. Action on this application will be considered at the Plan Commission's December 20, 2022 meeting.

ATTACHMENTS:

1. 4510 Beckler and 5009 Card CSM_08.03.2022

CD 2022-018

VILLAGE OF McFarland
Community & Economic Development

Plan Commission Application – 2022

~Application must be completed in full~

Applicant - Owner	Walter P. Weber	Applicant's Agent	Cheryl W. Blanchar
		Name	
Address	4510 Beckler St.	Address	5005 Card Ave McFarland WI
Email	N/A	Email	sblanchar@charter.net
Phone #	N/A	Phone #	608-516-3770
Fax #	N/A	Fax #	

Parcel No(s). _____ **Type of Proposal – Please check boxes below that apply**

Requires Public Hearing (Class One)	FEES	Requires Public Hearing (Class Two)	FEES	Public Hearing Not required	FEES
☐ Preliminary Plat	$500+AF	☐ Conditional Use	$425+F	☐ Annexation	At cost
☐ Preliminary Plat (reapplication)	$500+BF	☐ Rezoning (map)	$475+F	☐ Dev. Agreement Including Addendums	$400 F
☒ Certified Survey Map	$300+FG	☐ Zoning Amendment (text)	$475 +F	☐ Final Plat	$500 +CF
☐ Condominium	$300+EF	☐ USA/MMSD Annexation	At cost	☐ Final Plat (reapplication)	$400 +DF
☐ Comprehensive Plan Amendment	$500+F			☐ 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
☐ Site/Design Review (less than 2,000 sq. ft.)	$1,000
☐ Site/Design Review (2,000 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/request. (Attach additional paper if needed)

4510 Beckler St. and 5009 Card Ave. both McFarland. Lots 1 & 2 of CSM 8012. Current Zoning R1B, Lot line adjustment.

PLEASE READ AND SIGN AT THE BOTTOM ON THE REVERSE SIDE

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.)**

Submittal Requirements: One (1) hard copy 8 ½ x 11, except site plan sheets which should be 11 x 17, and one (1) electronic (pdf) copy. A completed in full application can be submitted to the Community Development Department (5915 Milwaukee Street, McFarland, WI 53558, community.development@mcfarland.wi.us), with fees included with submittal **by *NOON of the deadline day**, according to the schedule below.

Village of McFarland Plan Commission 2022 Schedule

The Village of McFarland Plan Commission normally conducts meetings on the third Tuesday of each month, unless otherwise noted below 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; potential agenda item materials are required to be submitted per the schedule listed below.

***Submittal Deadline Noon on:**	**For Scheduled 2022 Meeting date of:**
December 7 (2021)	January 18
January 11	February 21
February 8	March 21
March 8	April 18
April 5	May 17
May 10	June 21
June 7	July 19
July 5	August 16
August 9	September 20
September 6	October 18
October 4	November 15
November 8	December 20 (Pending)
December 6	January 17, 2023 (Pending)

Note, applications requiring a public hearing will be scheduled for a hearing according to the schedule above, with action considered at the next scheduled Plan Commission meeting following the public hearing. Applicants are encouraged to contact the Community & Economic Development Director for a pre-application meeting to review the project and submittal requirements prior to submitting an official application.

Acknowledgements:

- 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. Materials submitted for review after the submittal deadline date, or incomplete submittals, may be held over until the next scheduled meeting.
- I understand any fees not paid for (i.e. legal notices, mailings, consultant review costs, etc.) will require any permits to be withheld until all payments are made in full. In addition, all application fees are non-refundable.
- I understand Plan Commission applications requiring a Public Hearing will not be acted on the same night as the Public Hearing.

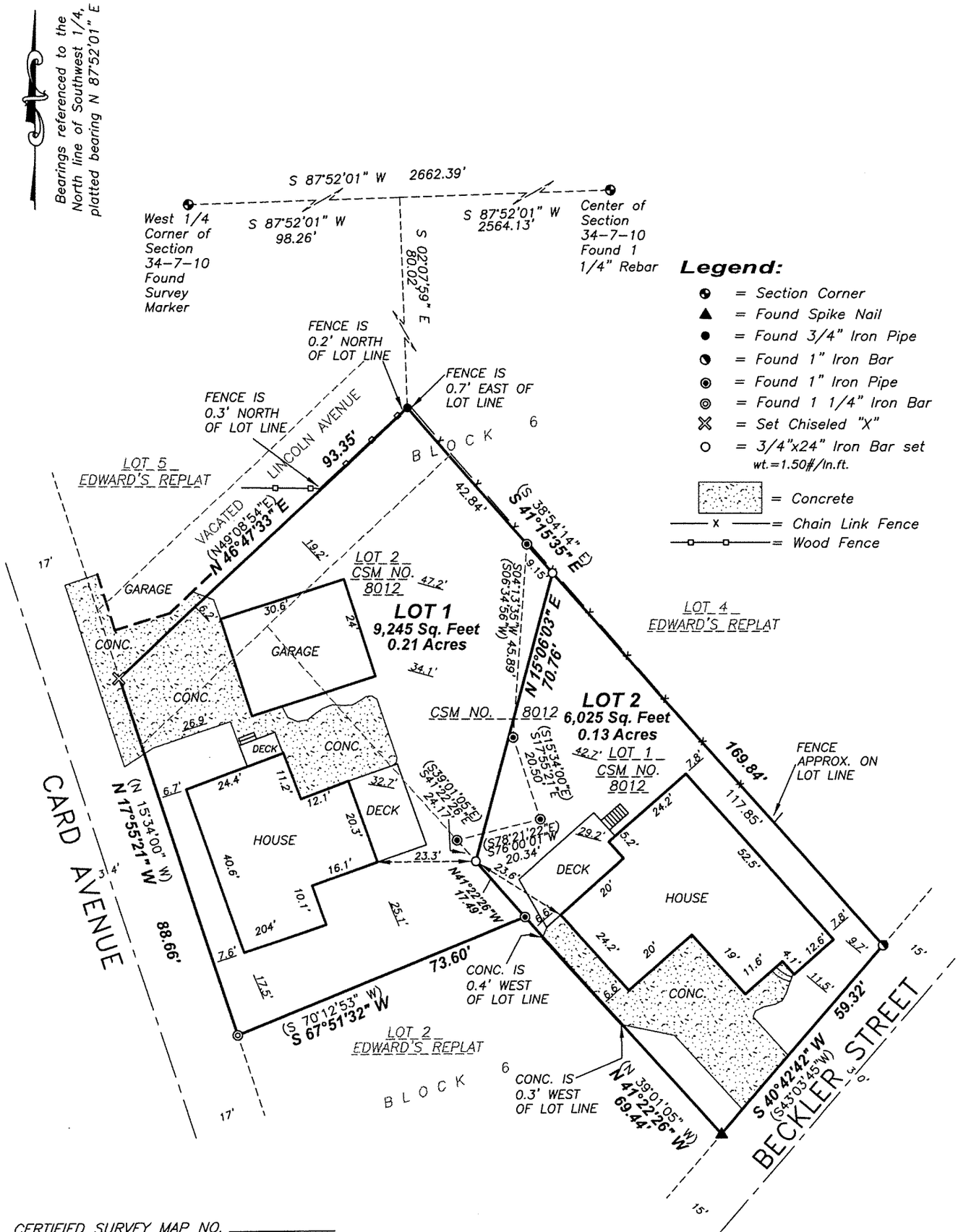
X Cheryl W. Bleuher — Oct. 3, 2022

Signature of Applicant/Agent — Date

BIRRENKOTT SURVEYING
P.O. Box 237
1677 N. Bristol Street
Sun Prairie, WI. 53590
Phone (608) 837-7463
Fax (608) 837-1081

CERTIFIED SURVEY MAP

Lots 1 and 2 of Certified Survey Map No. 8012, as recorded in Volume 42 of Certified Survey Maps of Dane County on Pages 279-281, located in the Northwest ¼ of the Southwest ¼ of Section 34, T7N, R10E, Village of McFarland, Dane County, Wisconsin.



CERTIFIED SURVEY MAP NO. _____
VOLUME _____ PAGE _____
DOCUMENT NO. _____

SCALE 1" = 30'
0 30 60
SCALE 1" = 30'

Sheet 1 of 3
Office Map No. 210542CSM

CERTIFIED SURVEY MAP DATED: June 21, 2022

Birrenkott Surveying

P.O. Box 237
1677 N. Bristol Street
Sun Prairie, Wisconsin 53590
Phone (608) 837-7463
Fax (608) 837-1081

Surveyor's Certificate:
I, Daniel V. Birrenkott, hereby certify that this survey is in full compliance with Chapter 236.34 of Wisconsin Statutes. I also certify that by the direction of the owners listed hereon, I have surveyed and mapped the lands described hereon and that the map is a correct representation of all the exterior boundaries of the land surveyed and the division of that land, in accordance with the information provided.

_____
Daniel V. Birrenkott, Professional Land Surveyor No. S-1531

Description:
Lots 1 and 2 of Certified Survey Map No. 8012, as recorded in Volume 42 of Certified Survey Maps of Dane County on Pages 279-281, located in the Northwest ¼ of the Southwest ¼ of Section 34, T7N, R10E, Village of McFarland, Dane County, Wisconsin. Containing 15,270 square feet or 0.34 acres.

Owners Certificate:
As owner, Walter P Weber, I here hereby certify that I have caused the lands described on this Certified Survey Map to be surveyed, divided, and mapped as represented on this Certified Survey Map. The Certified Survey Map is required to be submitted to the Village of McFarland for approval.

_____
Cheryl Blanchar,
Power of Attorney for Walter P. Weber.

State of Wisconsin)
Dane County) ss Personally came before me this _____ day of _____, 2022, the above-named Cheryl Blanchar, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____ _____
Notary Public, Dane County, Wisconsin. My Commission Expires

_____
Printed name

Village of McFarland Certificate:
Resolved that this Certified Survey Map, is hereby acknowledged, accepted and approved for recorded by the Village of McFarland.

_____ Dated _____
Cassandra Suettinger, Clerk
Village of McFarland

Notes: Utilities Easement: No poles or buried cables are to be placed on any lot line or corner.
The disturbance of a survey stake by anyone is in violation of Section 236.32 of Wisconsin Statutes.
Wetlands, if present, have not been delineated.
This survey is subject to any and all easements and agreements both recorded and unrecorded.
This survey shows above-ground improvements only. No guarantee is made for below-ground structures.

Surveyed For:
Cheryl Blanchar
5005 Card Avenue
McFarland, WI 53558

Surveyed: TAS
Drawn: BTS
Checked CKC
Approved: DVB
Field book: 382/75-76
Tape/File: J:\2021\CARLSON

Sheet 2 of 3
Office Map No.: 210542CSM

Register of Deeds Certificate:
Received for recording this _____day of _____, 2022

at_____ o'clock ____ m and recorded in Volume _____ of Certified Survey Maps of Dane County on Pages.

_____
Kristi Chlebowski, Register of Deeds

Document No. _____

Certified Survey Map No. _____, Volume _____, Page _____

CERTIFIED SURVEY MAP DATED: June 21, 2022

Birrenkott Surveying

P.O. Box 237
1677 N. Bristol Street
Sun Prairie, Wisconsin 53590
Phone (608) 837-7463
Fax (608) 837-1081

Owners Certificate:
As owners, Michael J. Schroedl and Lori A. Schroedl, We hereby certify that we have caused the lands described on this Certified Survey Map to be surveyed, divided, and mapped as represented on this Certified Survey Map. The Certified Survey Map is required to be submitted to the Village of McFarland for approval.

_____ _____
Michael J. Schroedl Lori A. Schroedl

State of Wisconsin)
Dane County) ss Personally came before me this _____ day of _____, 2022, the above-named Michael J. Schroedl and Lori A. Schroedl, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____ _____
Notary Public, Dane County, Wisconsin. My Commission Expires

_____
Printed name

Surveyed For:
Cheryl Blanchar
5005 Card Avenue
McFarland, WI 53558

Surveyed: TAS
Drawn: BTS
Checked CKC
Approved: DVB
Field book: 382/75-76
Tape/File: J:\2021\CARLSON

Sheet 3 of 3
Office Map No.: 210542CSM

Document No. _____

Certified Survey Map No. _____, Volume _____,
Page _____

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, November 15, 2022**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Public Hearing on Ordinance 2022-16 an ordinance rezoning 6303 Jaeger Road, McFarland from R-1 residential to PD-I Planned Development Infill General Plan Approved. Rezoning requested by Jerry and Dawn Reiter.**

PREVIOUS ACTION:

ISSUE SUMMARY:

Jerry and Dawn Reiter are requesting to rezone their property at 6303 Jaeger Road from R-1, Single Family Residence to PD-I, Planned Development Infill, General Plan Approved. Concurrent with this request is a request to create a plat of condominium (Jaeger Estates). The purpose of these requests is to enable the eventual development of two new single family homes in addition to the existing single family home already located on the property. The existing home would become Unit 1 of the condominium with an ownership area of 49,027 square feet. The proposed two new single family homes would become Units 2 and 3 of the condominium, each with an ownership area of 22,338 square feet. The plat of condominium included in the packet establishes a shared driveway easement from Yahara Drive through Unit 3's northeast corner to serve Unit 2. The shared driveway easement will be approximately 16' wide. Unit 1 currently has a deeded access easement through 6302 Jaeger Road. Note, the applicant's summary letter requests a comprehensive plan amendment; however, a comprehensive plan amendment is not necessary for consideration of the PD-I zoning request, and this request has been withdrawn from the Plan Commission application.

If granted approval of the PD-I General Plan, the applicant would have one-year after the recording of the General Plan to obtain approval of a Detailed Plan for at least one stage of the General Plan, unless an extension is granted by the Village Board per Sec. 62-67(i) of the Zoning Code. No building construction shall be permitted in any portion of the approved General Plan until a Detailed Plan is approved by the Village per Sec. 62-67(h)(3)(a) of the Zoning Code. The Detailed Plan would provide greater details regarding the location of all future buildings or structures, including the architectural character and design of each building, the number of stories and dimensions of each building, and the dimensioned yards between buildings or structures and lot lines. At this point in time, the applicant's have stated their intent to apply the minimum front, side, and rear setbacks and maximum building height requirements of the R-1 District to each Unit ownership area when constructing the two future single family dwellings. The Detailed Plan will also provide greater details on building design, grading, sewer and water distribution systems. The applicant is requesting approval of a two staged PUD

to provide a level of assurance regarding the proposed use of the property before proceeding further with the creation of the Detailed Implementation Plan.

Existing Property Conditions
The property is 2.18 acres (93,703 square feet) and zoned R-1, Single Family Residence. The property includes approximately 44' of water front access to the Yahara River. The property's driveway extends through four parcels from Exchange Street. Most of the land on this property is undeveloped and mostly inhabited by a forested area. The existing buildings and structures are clustered near the southern half of the property. The property includes a single family home, four existing accessory structures, a 1,000 sq. ft. garage and an above-ground pool. The existing driveway on the property is gravel. None of the existing or proposed homes sites are located within a FEMA designated Floodplain or WDNR designated wetland, or the Village's Shoreland-Wetland District. Proposed homes on ownership Units 2 and 3 would be located a minimum of 200 feet from the Yahara River.

To the east of the existing property is Indian Mound Park, a Village-owned conservancy. As conservancies, the lands are mostly dedicated green space that is open to public use. Adjacent to the south is 6302 Jaeger Road, a 26,136 square foot lot with a single-family home that shares driveway access through its front yard. This property is zoned R-1 Single Family Residence. Adjacent to the west of 6303 Jaeger Road is 4727 Yahara Drive, a single family resident. This property is similar in size to the adjacent south lot and includes a single-family home. This lot is 24,219 square feet and zoned R-1B Single Family Residence. Adjacent to the north is a 0.15 acre lot (Outlot 1 Indian Mound Park) which serves as an access point to the Indian Mound Park. Beyond this parcel is the corner of Yahara Drive and Indian Mound Drive. The corner lot to the north at 4730 Yahara Drive is a single-family home zoned R-1, Single Family Residence on a 13,504 square foot lot. Also to the north, at 6211 Indian Mound Drive, is a single-family home zoned R-1, Single Family Residence on a 20,473 square foot lot.

Additional Application Background
The basis for the applicant's request for the PD-I zoning and plat of condominium approval is based on a desire to be granted flexibility to overcome certain subdivision and zoning requirements given the unique platting circumstances of the lot. This lot (O.L 94) is part of the 1951 Assessor's Plat of the Village of McFarland. Portions of the original O.L 94 were (re)platted in 1975 as part of the development of the adjacent Plat of Indian Mound Park. The configuration of Yahara Drive and O.L 1 of the Plat of Indian Mount Park left O.L. 94 with approximately 78 feet of frontage along Yahara Drive. The applicants previously considered dividing the property via Certified Survey Map similar to how the unit boundaries are laid out in the proposed plat of condominium. This design approach would not be acceptable under Sec. 56-142(e) of the Subdivision Code, which states that *"every lot shall front or abut for a minimum of at least 40 feet on a public street",* thus requiring 120 feet of frontage along Yahara Drive, so all three homes have at least 40 feet of frontage. In order to meet this standard, the applicant considered acquiring O.L. 1 of the Plat of Indian Mound Park and combining the lot area with the existing O.L. 94 to enable 40 feet of frontage for all three single family homes via a new CSM, that would have included a pedestrian and utility easement to the Village in the same configuration as O.L. 1. O.L. 1 has approximately 80 feet of frontage along Yahara Drive, and combined with O.L. 94 would result in approximately 158 feet of frontage. This property is

owned by the original developer's of the Plat of Indian Mound Park; however, all owners are deceased. The applicant's attorney attempted to track down all the heirs of the property owners through a title search and beneficiary search. This effort was unsuccessful and they did not think they would be able to get a clean title commitment. An alternative approach is to develop the lot as a planned development infill condominium as the lot boundary and Yahara drive frontage would not change as it would via an approved Certified Survey Map, i.e. the zoning lot of the plat of condominium maintains at least 40 feet of frontage on a public street. Sec. 62-9(d), Number of residential buildings on a zoning lot, states that *except in the case of planned development districts, condominiums and multifamily developments, not more than one principal detached residential building shall be located on a zoning lot nor shall a principal detached residential building be located on the same zoning lot with any other principal building*. The rezone to the PD-I District permits the development of two additional single family dwellings, plus the existing dwelling, on one zoning lot. It is worth noting that an alternative approach to developing additional single family homes on the property may include maintaining the existing R-1 zoning developing a cul-de-sac onto the property and dividing the lot through a CSM or subdivision into multiple R-1 lots. The size of the property, 2,18 acres, is of a size large enough to potentially accommodate more than just two new single family homes with a minimum R-1 lot size of 10,000 square feet. To recoup the cost of the necessary road and public utility extensions, it might be likely that the property owner would need to create more than two new single family lots, thus increasing the density and intensity of development of the site. Noting that the current property owner does not desire to pursue the alternative at this time, but any future property owners would not be precluded from pursuing this potential development option. From a staff perspective, utilizing the PUD approach is preferable as it allows for some infill development on this large lot consistent with the policies of the Village's Comprehensive Plan, but at a density and intensity similar to adjacent properties. In addition, there would be fewer environmental impacts on the property/Yahara River without any potential road additions (reduces impervious surfaces) and no financial impacts on the Village related to maintenance of a potential road or public utilities. In addition, the Village maintains the authority over the zoning of the lot and the terms of the Planned Development General and Detailed Implementation Plans can't be changed by the Condo Association without the express approval of the Village through amendment of these PD-I documents (i.e. the number of single family dwelling units in the condominium plat will remain at three unless changes are approved by the Village).

Conformance with PD-I Zoning Definition, Intent, and Statement of Purpose

Per Sec. 62-4(126) of the Zoning Code, a *Planned Residential Development, Dwelling is defined as a parcel or tract of land having an area as required in the district regulation under common management, single ownership, and which is the site for two or more principal residential buildings and where regulations may be modified as regulated in this Chapter*. Per Sec. 62-66(a), *the PD-I district is referred to as an "infill" zoning regulation because it is intended to be used in situations where new development or redevelopment is proposed within an already developed area or neighborhood*. Per Sec. 62-68, the PD-I *standards and regulations have been created for the purpose of allowing flexibility to accommodate infill and redevelopment on parcels less than three acres*. In staff's opinion, the proposed development is consistent with the definition, intent, and statement of purpose of the PD-I district.

Sec. 62-66(d)1-3, Standards and criteria for approval of a PD-I in addition to the general requirements for approval listed in Section 62-67. The following include Staff's comments.

- *1. Maximum impervious surface ratio for residential is 0.50.* The General Plan does not provide a specific impervious surface ratio. However, given the size of each ownership Unit and the applicant's stated intent to develop homes in the 1,500 to 4,000 square foot range, it is likely that the property will be well under the maximum impervious surface ratio of 0.50 upon buildout. For example, a 4,000 square foot home on Unit 3 would have an impervious surface ratio of 0.18, not including driveways or accessory structures. None the less, Staff recommends the General Plan be revised to include a statement that the maximum impervious surface ratio for any ownership Unit, and the property in total, will not exceed 0.50.
- *2. Maximum floor area ratio of 0.70.* The General Plan does not provide specific information about the maximum floor area ratio other than noting the intent to develop ownership Units 2 and 3 with one or two story single family dwelling units with a footprint of 1,500 to 4,000 square feet. Assuming a two-story, 4,000 square foot home on either Units 2 or 3, would yield a floor area ratio of 0.36, well within the maximum permitted floor area ratio. None the less, Staff recommends the General Plan be revised to include a statement that the maximum floor area ratio of any ownership Unit, and the property in total, will not exceed 0.70.
- *3. Minimum required usable open space per dwelling unit: 100 SF/DU.* Each ownership Unit will easily exceed the requirement for a minimum of 100 square feet of usable open space per dwelling unit given the stated ownership Unit areas and anticipated dwelling sizes.

Sec. 62-66(e)1-8, Additionals Standards for approval of a PD-I. The packet includes a staff review of these standards, which are either addressed or will be addressed through the approval of the Detailed Implementation Plan.

Sec. 62-67(a) PD Planned Development District Standards. The packet includes a staff review of these standards, which are either addressed or will be addressed through the approval of the Detailed Implementation Plan.

Sec. 62-67(h) Procedure for Establishment of the Planned Development District - General Plan for Staged Development. The packet includes a staff review of the submittal requirements, noting that the location and dimensions of proposed buildings on ownership Units 2 and 3 are not provided. However, the applicant has stated *"use of land area and gross floor area for each detached single family unit to be constructed will be using the residential district bulk standards R-1 requirements as noted in Chaper 62-70 of the Village Ordinance."* Staff recommends the General Plan (site plan) be revised to show the minimum setback requirements of the R-1 district as applied to ownership Units 1-3. In addition, Staff recommends the text of the General Plan be revised to also indicate that any proposed accessory structures on ownership Units 1-3 will follow the same standards and requirements as similar accessory structures in the R-1 district and R-1B district for Unit 1.

Department Head Comments
The packet includes an aerial map of the property highlighting existing hydrants, sewer and water mains. Staff recommend the property owners be required to provide an easement along the west lot line to the existing fire hydrant, H35, located on the property as part of the Detailed Implementation Plan. There were no other comments or concerns raised by the Village Engineer, Director of Public Works, Fire Chief or Police Chief at this time.

Public Comments
The Department did receive a zoning protest petition from neighboring property owners, including a letter outlining various objections and concerns about the proposed development. Since receipt of this letter, the applicant has met with 5 of the 6 property owners that signed the petition to discuss their concerns. The packet also includes a response from the applicant's attorney to the items of concern in the neighbors' letter. The Village Attorney has reviewed the protest petition and has determined that it is not valid at this time. His opinion letter is also included within the packet.

FINANCIAL/BUDGET IMPACT:
The applicant will assume all costs related to the request. The development site is not identified for future public park space in the Village's Comprehensive Plan or Outdoor Recreation & Open Space Plan. Recommend park land impact fees in lieu of parkland dedication. The following is a summary of park improvement, park fees in lieu of parkland dedication, library and water impact fees applicable to new single family dwellings on ownership Units 2 and 3. Note, the type and actual amount of any impact fees will be determined at the time a building permit is submitted according to the current impact fee types and rates established by the Village Board under Appendix A Fees, of the McFarland Municipal Code of Ordinances.

- Public Water = $650 per DU
- Park Improvement Impact Fee = $1,947.70 per DU
- Fees in Lieu of Parkland Dedication = $4,153.67 per DU
- Libary Impact Fee = $710 per DU

VILLAGE PLAN REFERENCE:
Comprehensive Plan, 2017. Map 6, Future Land Use, identifies the property for Single Family Residential. Figure 4.1 provides a General Description of Land Uses Allowed which states *"predominantly single family homes, generally in "subdivision" settings....Within the Village, all such areas will be served by public sanitary sewer and water systems."* The proposal is to add two new single family homes along with the existing single family home, with each lot served by public sanitary sewer and water. Figure 4.1 identifies Typical Implementing Zoning Districts to include *"R-1, R-1A, and R-1B Residence and R-2 Single and Two-Family Residence (more limited)."* Noting that on page 32, Volume 2, in describing the material presented in Figure 4.1 the plan states *"as presented in Figure 4.1, each category has a unique description, typical implementing zoning districts (but not the only options), and development policies. Map 6 and Figure 4.1 will be used together to provide an effective guide for zoning and other decisions."* Figure 4.1 also includes Development Policies for Single Family Residential mapped areas,

including #6 which states *"pursue residential infill opportunities where feasible, applying standards and approaches in Figure 4.2."* Page 42 also includes as a Land Use Initiative to *"provide for compatible reinvestment along Lake Waubesa and in Residential Areas."* This is further described as flows *"the Village will also consider community-sensitive infill development and redevelopment elsewhere. These include larger parcels on mainly residential sites that have been passed over for development, such as one at the southeast corner of Siggelkow and Marsh Roads, or that may have a single residence on one to several acres, such as sites along Burma Road and Exchange Street. Sites that are on or near the waterfront, particularly Lake Waubesa and focused around aging waterfront business sites are also possibilities."* Noting the property in question is a large waterfront lot (2.18 acres) that can support the Village's infill goals while protecting the integrity of the surrounding neighborhood and water quality through quality design. Page 30 includes the following Land Use policy *"actively promote infill development and redevelopment where opportunities present themselves..."* and *"preserve and enhance the historic character of the downtown and older Village neighborhoods, while encouraging compatible infill, redevelopment..."* Page 71 includes the following Utilities and Community Facilities policy *"encourage development that uses existing sewer, water, and road infrastructure (i.e. infill, redevelopment) and is near existing community facilities such as schools and parks."* Figure 4.2 also lists the following reasons for promoting infill development:

- Utilizes existing roads, utilities, and services.
- Renews obsolete, run-down, and vacant sites.
- Limits conversion of farmland and natural areas elsewhere.
- Increases property tax revenue and re-circulates dollars.
- Diversifies living options for empty-nesters, seniors, young professionals, and workforce.

Based on the summary above, in Staff's opinion, the proposed rezone, plat of condominium and uses are consistent with the Village's Comprehensive Plan.

ORDINANCE REFERENCE:

Sec. 56-8. Condominium developments
Sec. 56-173. Land Dedication
Sec. 62-9(d). Number of residential buildings on a zoning lot
Sec. 62-4(126). Planned residential development, dwelling
Sec. 62-66. PD-I Planned Development Infill District
Sec. 62-67. PD Planned Development District

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This item is for a public hearing and discussion only. Action on this application will be considered at the Plan Commission's December 20, 2022 meeting.

ATTACHMENTS:

1. 2022-16 Rezone 6303 Jaeger Road
2. 6303 Jaeger Road Rezone and Condo PC Application_10.03.22

3. Sec. 62-66 & 62-67 PD-I General Plan Staff Review_11.10.22
4. Pages from Assessor's Plat of the Village of McFarland 1951_Plat Map 127700
5. Indian Mound Plat Map 100600
6. Map 6 McFarland_Comprehensive_Plan_-_Future_Land_Use_Map
7. Figure 4.1(page 34)
8. Figure 4.2 (page 43)
9. Proposed Parks & Open Space_Outdoor Recreation and Open Space Plan 2019-2023
10. 6303 Jaeger Public Utilities
11. Protest Petition_ 6303 Jaeger Rd
12. Neighbor Letter_6303 Jaeger Rd
13. 6303 Jaeger Road Applicant Response to Petition Ltr_11.09.22
14. 6303 Jaeger Road Protest Petition_Village Attorney Memo_11.11.22

ORDINANCE 2022-16

AN ORDINANCE TO REZONE LANDS AT 6303 JAEGER ROAD FROM R-1 SINGLE FAMILY RESIDENCE TO THE PLANNED DEVELOPMENT INFILL DISTRICT – GENERAL IMPLEMENTION PLAN APPROVED.

Purpose: To rezone the lands at 6303 Jaeger Road in order to facilitate infill development of the property for a total of three single family dwelling units within a proposed plat of condominium (Jaeger Estates, A Condominium).

Sponsor: Community & Economic Development Director Bremer

Recommended Referral: Plan Commission (Required)

Public Hearing: Required; Preceded by Class 2 Notice

WHEREAS, the property owner of 6303 Jaeger Road (Jerry and Dawn Reiter) submitted a rezoning application to the Village on October 1, 2022, a copy of which is attached hereto as Exhibit A, and requested that the Planned Development Infill General Implementation Plan and the Detailed Implementation Plan be processed and approved as a two stage Planned Development Infill District; and,

WHEREAS, the property owner has submitted documents fulfilling the requirements for approval of a General Implementation Plan for the lands specified below; and,

WHEREAS, the property owner has submitted a petition for approval of a plat of condominium (Jaeger Estates, A Condominium) for the proposed development for the same lands specified below; and,

WHEREAS, the proposed Planned Development Infill General Implementation Plan, and proposed Jaeger Estates, A Condominium plat provide for a maximum of three single family dwellings for the same lands specified below; and,

WHEREAS, no additional dwelling in excess of three single family dwellings shall be permitted on the lands specified below unless the Village approves an amendment to the Planned Development Infill General and Detailed Implementation Plan; and,

WHEREAS, the Plan Commission held a public hearing on the proposed zoning amendment and plat of condominium on November 15, 2022, preceded by a Class Two Notice; and,

WHEREAS, the proposed rezoning and plat of condominium are consistent with the Village of McFarland Comprehensive Plan, which designates the subject land as Single Family Residence; and

WHEREAS, the Village Board is willing to conditionally approve the Planned Development Infill General Implementation Plan, and the Village Board finds approval thereof is in the public interest;

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

1. Section 62-62(a) of the McFarland Municipal Code and the Official Zoning Map are hereby amended so that the following described real estate is hereby rezoned from R-1 Single Family Residence, to the Village's Planned Development Infill District – General Implementation Plan Approved (PDI-GPA):

> Part of Outlot 94, Assessor's Plat of the Village of McFarland, as recorded in Volume 14 of Plats, on pages 16-27, as Document Number 824385, Dane County Registry, located in the Southwest and Southeast Quarters of the Southwest Quarter of Section 03, Township 06 North, Range 10 East, Village of McFarland, Dane County, Wisconsin. Said description contains 93,703 square feet or 2.18 acres.
>
> Tax Parcel ID NO: 154/0610-033-6630-4 (property)

2. The Zoning Administrator is hereby directed to label these changes on the Official Zoning Map, once the rezoning is effective.

3. This ordinance does not constitute approval of any earthwork or building construction within any of the property described in the ordinance. No construction of any kind, including earthwork or building construction, is permitted on the parcel described in Section 1 of this ordinance until a Planned Development Infill Detailed Implementation Plan is approved by the Village.

4. Within one year after the recording of the PDI-General Implementation Plan and the copy of the related zoning ordinance amendment, a PDI-Detailed Implementation Plan for at least one stage of the PDI-General Implementation Plan shall be filed with the Village Clerk-Treasurer, unless an extension is granted by such Village Board. Should the property owner fail to obtain applicable PDI-Detailed Implementation Plan approval within one year from the date of approval and recording of this Ordinance, this Ordinance shall be null and void and the property shall continue to be designated in the R-1 Single Family Residence zoning district.

The foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the 10th day of January, 2023.

ORDINANCE 2022 –16	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	

APPROVED:

_____
Carolyn A. Clow
Village President

ATTEST:

_____
Cassandra Suettinger
Duty Administrator/Clerk-Treasurer

Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Clow –	Wreh -
Brassington –	Flaherty –
Nelson –	Brandt –
Jerke –	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

VILLAGE OF McFarland

Community & Economic Development

Plan Commission Application – 2022

~Application must be completed in full~

Applicant - Owner	Jerry + Dawn Reiter	Applicant's Agent	Michael J. Lawton
		Name	Boardman + Clark LLP
Address	6303 Jaeger Rd., McFarland, WI 53558	Address	1 South Pinckney St., Suite 410 Madison, WI 53703
Email	reiterjerry@gmail.com	Email	mlawton@boardmanclark.com
Phone #	608-219-1515	Phone #	608-286-7236
Fax #		Fax #	608-283-1709

Parcel No(s). _____ **Type of Proposal – Please check boxes below that apply**

Requires Public Hearing (Class One)	FEES	Requires Public Hearing (Class Two)	FEES	Public Hearing Not required	FEES
☐ Preliminary Plat	$500+AF	☐ Conditional Use	$425+F	☐ Annexation	At cost
☐ Preliminary Plat (reapplication)	$500+BF	☒ Rezoning (map)	$475+F	☐ Dev. Agreement Including Addendums	$400 F
☐ Certified Survey Map	$300+FG	☐ Zoning Amendment (text)	$475 +F	☐ Final Plat	$500 +CF
☒ Condominium	$300+EF	☐ USA/MMSD Annexation	At cost	☐ Final Plat (reapplication)	$400 +DF
☒ ~~Comprehensive Plan Amendment~~	~~$500+F~~			☐ 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
☐ Site/Design Review (less than 2,000 sq. ft.)	$1,000
☐ Site/Design Review (2,000 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/request. (Attach additional paper if needed)

See cover letter.

PLEASE READ AND SIGN AT THE BOTTOM ON THE REVERSE SIDE

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.)**

Submittal Requirements: One (1) hard copy 8 ½ x 11, except site plan sheets which should be 11 x 17, and one (1) electronic (pdf) copy. A completed in full application can be submitted to the Community Development Department (5915 Milwaukee Street, McFarland, WI 53558, community.development@mcfarland.wi.us), with fees included with submittal **by *NOON of the deadline day**, according to the schedule below.

Village of McFarland Plan Commission 2022 Schedule

The Village of McFarland Plan Commission normally conducts meetings on the third Tuesday of each month, unless otherwise noted below 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; potential agenda item materials are required to be submitted per the schedule listed below.

***Submittal Deadline Noon on:**	**For Scheduled 2022 Meeting date of:**
December 7 (2021)	January 18
January 11	February 21
February 8	March 21
March 8	April 18
April 5	May 17
May 10	June 21
June 7	July 19
July 5	August 16
August 9	September 20
September 6	October 18
October 4	November 15
November 8	December 20 (Pending)
December 6	January 17, 2023 (Pending)

Note, applications requiring a public hearing will be scheduled for a hearing according to the schedule above, with action considered at the next scheduled Plan Commission meeting following the public hearing. Applicants are encouraged to contact the Community & Economic Development Director for a pre-application meeting to review the project and submittal requirements prior to submitting an official application.

Acknowledgements:

- 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. Materials submitted for review after the submittal deadline date, or incomplete submittals, may be held over until the next scheduled meeting.
- I understand any fees not paid for (i.e. legal notices, mailings, consultant review costs, etc.) will require any permits to be withheld until all payments are made in full. In addition, all application fees are non-refundable.
- I understand Plan Commission applications requiring a Public Hearing will not be acted on the same night as the Public Hearing.

X MJ & DS Agent _____ 10/1/2022
Signature of Applicant/Agent Date

BoardmanClark

MICHAEL J. LAWTON
ATTORNEY
MLAWTON@BOARDMANCLARK COM
DIRECT (608) 286 7236
FAX (608) 283 1709

Mr. Andrew Bremer
Community & Economic Development Director
Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558

RE: Plan Commission Application - 6303 Jaeger Road

Dear Mr. Bremer:

Our clients, Jerry and Dawn Reiter, are submitting the enclosed application for a request to approve a condominium plat, comprehensive plan amendment and rezoning request for the property located at 6303 Jaeger Road, McFarland, WI 53558.

Accompanying this application is a draft Condominium Plat prepared by Burse Surveying and Engineering, Inc., a draft Declaration of Condominium, draft condominium association articles and bylaws, and a general and detailed implementation plan.

Nature of Development Proposal: Owner desires to submit the property to condominium ownership. The proposed condominium plat would create 3 units, each intended to contain one detached dwelling intended for occupancy by a single family. To accommodate the proposed 3-unit condominium, owner requests the commission to consider a Comprehensive Plan Amendment and a Rezoning to the Planned Development Infill District.

Property Address: 6303 Jaeger Road, McFarland, WI 53558

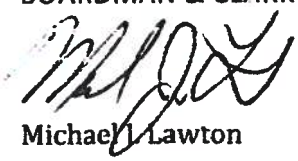
Legal Description: PART OF OUTLOT 94, ASSESSOR'S PLAT OF THE VILLAGE OF MCFARLAND, AS
RECORDED IN VOLUME 14 OF PLATS, ON PAGES 16-27, AS DOCUMENT NUMBER 824385, DANE
COUNTY REGISTRY, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHWEST
QUARTER OF SECTION 03, TOWNSHIP 06 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE
COUNTY, WISCONSIN

Current Zoning: R-1 Residential

Thank you for your consideration of our condominium application. Please do not hesitate to contact me directly with any questions at (608)286-7236.

Sincerely,

BOARDMAN & CLARK LLP



Michael J. Lawton

VILLAGE OF MCFARLAND WISCONSIN

PLANNED DEVELOPMENT INFILL DISTRICT

GENERAL IMPLEMENTATION PLAN

FOR JAEGER ESTATES, A CONDOMINIUM, 6303 JAEGER ROAD

DRAFTED BY MICHAEL J. LAWTON FOR JERRY AND DAWN REITER

The following is the legal description of the real property that is the subject of this application:

Legal Description: PART OF OUTLOT 94, ASSESSOR'S PLAT OF THE VILLAGE OF MCFARLAND, AS RECORDED IN VOLUME 14 OF PLATS, ON PAGES 16-27, AS DOCUMENT NUMBER 824385, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 03, TOWNSHIP 06 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN ("Property")

Property Address: 6303 Jaeger Road

Map: The Property is described on the condominium plat prepared by Burse Surveying which is attached hereto and incorporated by reference herein.

Applicant Interest: The applicants are Jerry Reiter and Dawn Reiter. They are the owners of the Property.

Description of the Proposed Development: The Property currently contains one single family residence. The proposal is to create a condominium plat that will contain three units with each unit containing one detached single-family residence. The existing residence will be contained within one of the units in the condominium plat, as shown thereon. Two new detached single-family residences will be built. The units will each consist of the entirety of the area shown on the condo plat as a unit and will not be limited to any structure, as this will be a so-called "pocket of air" condominium. The residences and other improvements on each unit, along with all of the lawn areas, will each be a unit. There will not be any limited common elements as the unit will fill the entire envelope on the condo plat, but any driveway serving more than one unit and any stormwater or utility lines, mains etc. serving more than one unit will be part of common elements. Driveways and utility infrastructure serving only one unit will be part of that single unit. Development and future alterations of each unit will be subject to the approval of the Board of the condo association. The condo association shall govern any common elements, but common elements are very limited in this development. Each unit owner will be responsible for his/her construction and maintenance of each of the units, including all improvements within each unit (except for the very small common elements under the Association). Owners of units will obtain casualty insurance for improvements and their own liability insurance.. The Association will obtain liability insurance for the common elements. It is anticipated that construction of the first new residence will be completed next year. There is no definite date for the construction of the third unit. The Association and the project will be governed by the condominium declaration, articles and bylaws, which are submitted herewith.

Condominium Plat: The condominium plat submitted herewith includes the necessary information on the boundaries of the Property, and the individual units, existing buildings and structures, and adjacent streets. The houses will be designed by the owners of each unit, but with the approval of the Association. There will not be any public open spaces in the development. The driveways serving the units are shown on the condominium plat. The condominium plat, including the dimensions thereon are incorporated by reference herein.

General Implementation Plan: The applicant requests that this instrument and its approval constitute a General Implementation Plan approval.

ADDENDUM A

CONDOMINIUM PLAT – DETAILED

DRAFTED BY MELISA M ARNDT FOR JERRY AND DAWN REITER

(h) (1) d. A statement referencing plat draft "Jaeger Estates, A Condominium"

The condominium plat draft indicates the square footage of each proposed "lot". Each detached single family unit to be constructed will be using the "RESIDENTIAL DISTRICT BULK STANDARDS" R-1 requirements as noted in Chapter 62-70 of the Village Ordinance.

The use, approximate location of structures, number of stories, and square dimensions of each unit is to be determined. The goal is to stick build detached 1-2 story single family units no less than 1500 square feet and no more than 4000 square feet. Unit 2 will be the first property to be constructed, however the shared driveway apron will be roughed in on Unit 3 to be completed after construction of Unit 3 structures.

Other than the proposed driveways on the plat map, there are no vehicle or pedestrian facilities such as streets, sidewalks, or public parking spaces.

There are no public or semi-public common open spaces.

Use of land area and gross floor area for each detached single family unit to be constructed will be using the "RESIDENTIAL DISTRICT BULK STANDARDS" R-1 requirements as noted in Chapter 62-70 of the Village Ordinance.

JAEGER ESTATES, A CONDOMINIUM

PART OF OUTLOT 94, ASSESSOR'S PLAT OF THE VILLAGE OF MCFARLAND, AS RECORDED IN VOLUME 14 OF PLATS, ON PAGES 16–27, AS DOCUMENT NUMBER 824385, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 03, TOWNSHIP 06 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN

LEGEND

- ● 3/4" SOLID IRON ROD FOUND
- ⊙ 1" IRON PIPE FOUND
- ▲ 2-1/2" IRON PIPE FOUND
- ○ 3/4" X 18" SOLID IRON RE-ROD SET, WT. 1.50 lbs./ft.
- ( ) INDICATES RECORDED AS

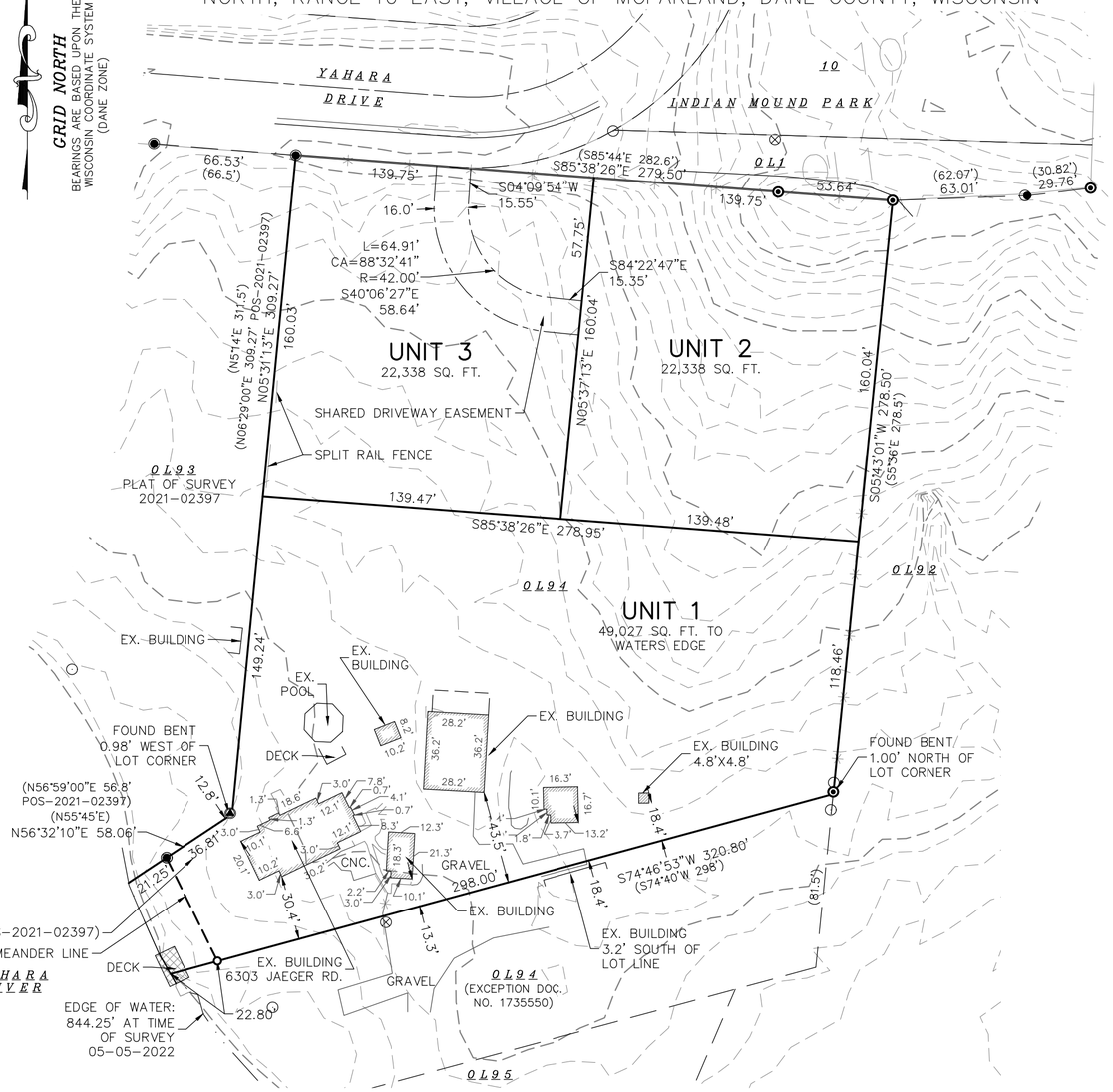
DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. BUILDINGS ARE MEASURED TO THE NEAREST TENTH OF A FOOT.

▭ UNIT BOUNDARY

0 50 100 150

SCALE : ONE INCH = FIFTY FEET

GRID NORTH
BEARINGS ARE BASED UPON THE WISCONSIN COORDINATE SYSTEM (DANE ZONE)



NOTES:

1) Date of survey: May 05, 2022

2) Unless otherwise noted, everything outside of the Unit Boundaries are common elements.

3) The shared driveway are limited common elements.

4) Interior dimensions for floorplans are based upon drawings furnished by the architect to the surveyor.

SURVEYOR'S CERTIFICATE:

I, Michelle L. Burse, Professional Land Surveyor, No. 2020, hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands: PART OF OUTLOT 94, ASSESSOR'S PLAT OF THE VILLAGE OF MCFARLAND, AS RECORDED IN VOLUME 14 OF PLATS, ON PAGES 16–27, AS DOCUMENT NUMBER 824385, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 03, TOWNSHIP 06 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN

I further certify that this condominium plat correctly represents the condominium described; that the floorplans are reproduced from plans furnished by the architect; and the location and identification of each unit and the common elements can be determined from the plat.

Dated this _____ day of _____, 201_.

Signed: _____
Michelle L. Burse, P.L.S. No. 2020

WISCONSIN
MICHELLE L. BURSE S-2020 Sun Prairie WI
LAND SURVEYOR

PREPARED FOR:
Melissa Arndt

PREPARED BY:

Burse
surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

Date: October 29, 2022
Plot View: Contours
\BSE2582\dwg\Survey\Dane County GIS Contours.dwg

Office of the Register of Deeds
_____ County, Wisconsin
Received for Record
_____, 20___ at
_____ o'clock __M as
Document No. _____
in _____
_____
_____
_____
Register of Deeds

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

Dated this __ day of _____ _, 200_.

Dane County Planning and Development

SHEET 1 OF 1

JAEGER ESTATES, A CONDOMINIUM

PART OF OUTLOT 94, ASSESSOR'S PLAT OF THE VILLAGE OF MCFARLAND, AS RECORDED IN VOLUME 14 OF PLATS, ON PAGES 16–27, AS DOCUMENT NUMBER 824385, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 03, TOWNSHIP 06 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN

LEGEND

- ● 3/4" SOLID IRON ROD FOUND
- ◉ 1" IRON PIPE FOUND
- ◭ 2-1/2" IRON PIPE FOUND
- ○ 3/4" X 18" SOLID IRON RE-ROD SET, WT. 1.50 lbs./ft.
- ( ) INDICATES RECORDED AS

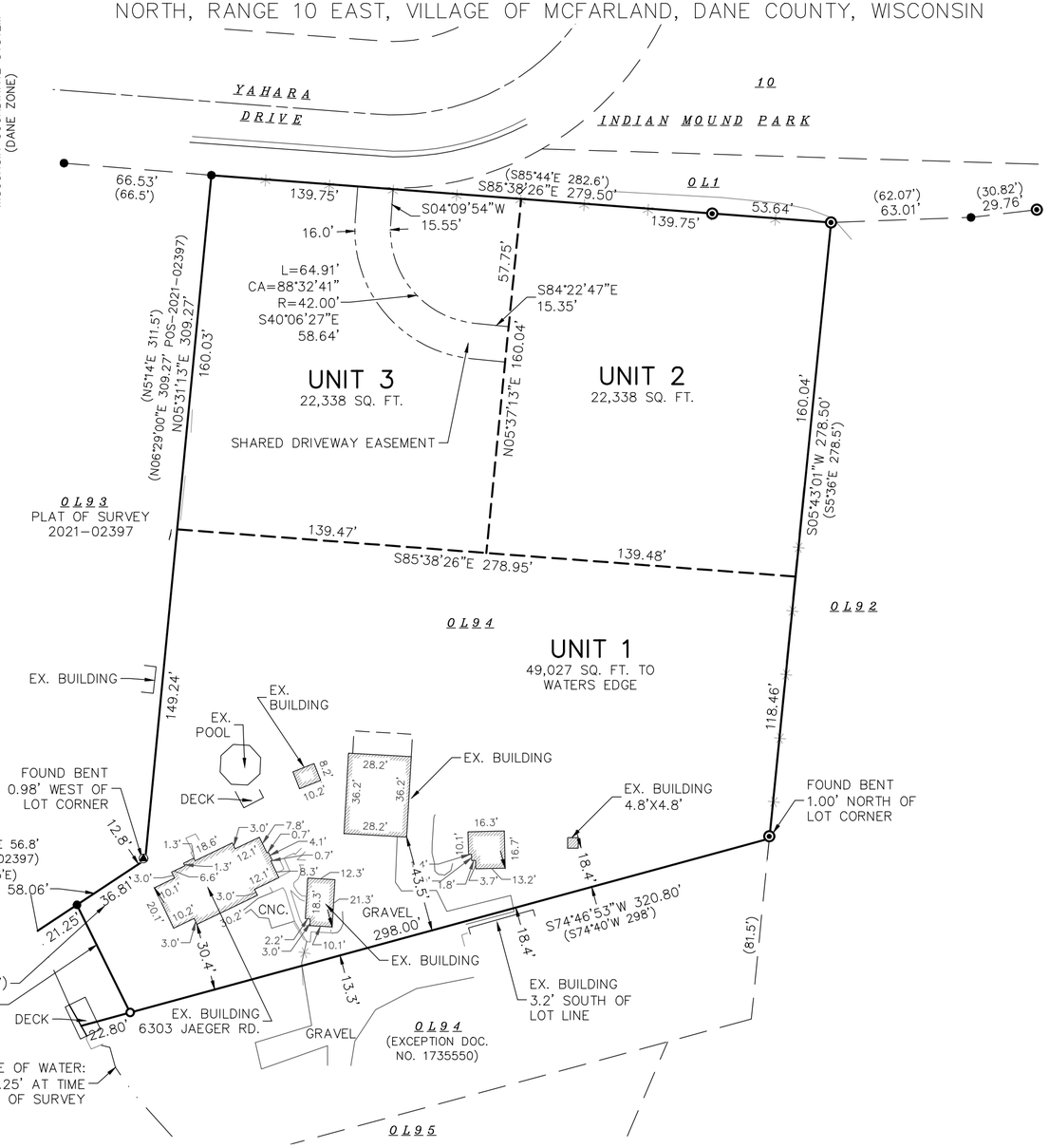
DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. BUILDINGS ARE MEASURED TO THE NEAREST TENTH OF A FOOT.

UNIT BOUNDARY

0 50 100 150

SCALE : ONE INCH = FIFTY FEET

GRID NORTH
BEARINGS ARE BASED UPON THE WISCONSIN COORDINATE SYSTEM (DANE ZONE)



NOTES:

1) Date of survey: May 05, 2022

2) Unless otherwise noted, everything outside of the Unit Boundaries are common elements.

3) The shared driveway are limited common elements.

4) Interior dimensions for floorplans are based upon drawings furnished by the architect to the surveyor.

SURVEYOR'S CERTIFICATE:

I, Michelle L. Burse, Professional Land Surveyor, No. 2020, hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands: PART OF OUTLOT 94, ASSESSOR'S PLAT OF THE VILLAGE OF MCFARLAND, AS RECORDED IN VOLUME 14 OF PLATS, ON PAGES 16–27, AS DOCUMENT NUMBER 824385, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 03, TOWNSHIP 06 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN

I further certify that this condominium plat correctly represents the condominium described; that the floorplans are reproduced from plans furnished by the architect; and the location and identification of each unit and the common elements can be determined from the plat.

Dated this _____ day of _____, 201_.

Signed: _____
Michelle L. Burse, P.L.S. No. 2020

WISCONSIN
MICHELLE L. BURSE
S-2020
Sun Prairie
WI
LAND SURVEYOR

PREPARED FOR:
Melissa Arndt

PREPARED BY:

Burse
surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

Date: May 10, 2022
Plot View: condo
\BSE2582\dwg\Survey\BSE2582 Survey v2018.dwg

Office of the Register of Deeds
_____ County, Wisconsin
Received for Record
_____, 20___ at
_____ o'clock __M as
Document No. _____
in _____
_____
_____

_____
Register of Deeds

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

Dated this __ day of _____ _, 200_.

_____
Dane County Planning and Development

SHEET 1 OF 1

DECLARATION OF CONDOMINIUM - JAEGER ESTATES CONDOMINIUM

Recording Data

Return to:
Michael J. Lawton
Boardman & Clark
P.O. Box 927
Madison, WI 53701-0927

Parcel Identification Number (PIN)

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

Dane County Planning & Development

Date

Document No.

DECLARATION OF CONDOMINIUM - JAEGER ESTATES CONDOMINIUM

Return to:

Michael J. Lawton
P.O. Box 927
Madison, WI 53701-0927

Parcel Numbers

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration") is made this _____ day of September, 2022, by Jerry R. Reiter and Dawn M. Reiter, husband and wife (the "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 located 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").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

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

2.02. Legal Description. The land comprising the Property (the "Land") is legally described as Part of Outlot 94, Assessor's Plat of the Village of McFarland, as recorded in Volume 14 of Plats, on pages 16-27, as Document Number 824385, Dane County Registry, located in the Southwest and Southeast Quarters of the Southwest Quarter of Section 3, Township 6 North, Range 10 East, Village of McFarland, Dane County, Wisconsin, and is graphically described on Exhibit A attached hereto and incorporated by reference herein.

2.03. Address. The Condominium is located at 6303 Jaeger Road, McFarland, Wisconsin 53558, all being in the Village of McFarland, Dane County, Wisconsin.

ARTICLE III

DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall consist of three (3) units (individually a "Unit" and collectively the "Units") located in three (3) buildings (individually, a "Building" and, collectively, the "Buildings") identified on the condominium plat attached hereto as Exhibit A and made a part hereof (the "Condominium Plat"). The Units shall be identified as Units One (1) through Three (3), inclusive, as numbered on the Condominium Plat. The Condominium shall not be subject to expansion. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02. Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be a horizontal plane parallel to the surface of the ground at the higher of height of the building constructed on the Unit or the highest height allowed by the local governing ordinances for a structure above the ground.

(b) Lower Boundary. The lower boundary of the Unit shall be a horizontal plane parallel to and fifty (50) feet below the surface of the ground.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be as shown on the Plat.

3.03. Description of Units. The Units shall include, without limitation, all improvements now or hereafter located within such boundaries. All portions of any building within a Unit, including but not limited to foundations, roofs, exterior walls, doors, windows, porches, stoops and external HVAC equipment and utility equipment servicing only the building or buildings within the Unit, are part of the Unit and are not Common Elements. Each Unit, being a cubicle of space, exists as a completed Unit on the date of creation of this Condominium and thereafter.

Specifically not included as part of a Unit are any portion of any utility lines, mains, sewers or swales for potable water, sanitary sewer, stormwater management, electric service, telephone, cable and internet service and driveways and pedestrian walkways which serve more than one (1) Unit or another Unit outside of the Unit in which such elements are located. Any of the aforesaid items that are excluded from the definition of a Unit that serve more than one Unit or another Unit are Common Elements.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The common elements (the "Common Elements") are defined to mean all aspects and elements of the Property which are defined as Common Elements under section 3.03 above, including:

(a) The driveways and pedestrian walkways, if any, serving more than one Unit or serving another Unit;

(b) Any stormwater conveyance facilities and stormwater ponds, if any, serving more than one Unit or serving another Unit;

(c) Any community mailbox facility serving the Units collectively;

(d) Any sanitary sewer lines or appurtenances and public water supply lines, mains or other appurtenances serving more than one Unit or serving another Unit; and

(e) Any other portion of the improvements to the Land that is not part of a Unit as described above or that serves more than one Unit or serves another Unit than the Unit within which the improvements are located.

4.02. [4.02 intentionally omitted.]

4.03. Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of any improvements, or as a result of settling or shifting of any improvements, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

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

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. Each Unit's initial percentage shall be as follows: Unit 1 – 33.333%; Unit 2 – 33.333%; and Unit 3 – 33.33415.

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

5.03. Voting. The vote of each Unit at meetings of the Association (as defined in Article VII) shall be equal to the percentage of interest in the Common Elements pertaining to such Unit.

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

5.05. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the 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

[This article intentionally omitted.]

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Jaeger Estates Condominium 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 of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. 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"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any

new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

7.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, assuming that the Condominium has been fully expanded under Article VI; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03. Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 6.02.

7.04. Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, if any, and shall maintain the same in good, clean, and attractive order and repair.

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all improvements constructed within the Unit, except to

the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners 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 for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

(d) **Architectural Control**. No Unit Owner shall create, construct, install or alter any building or improvements within any Unit, without the consent of the Association. This limitation applies, among other things, to any new or altered building or addition, alteration to the building elevations or enclosure, color changes, changes in exterior materials, fences, plantings, landscaping, hedges or improvements of a similar nature.

7.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds

security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06. 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 General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements, except that until occupancy permits have been issued for all Units, the General Assessments for liability insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of 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, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (if) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed. Notwithstanding any of the foregoing provisions in this section, the owner of Unit _____ shall not be subject to any general assessment under this section until such time as the owner of said Unit obtains a building permit for the construction of any building on such Unit. Further, no assessment shall be made under this section against Unit _____ with respect to any driveway serving Units _____ and _____.

7.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, 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, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08. Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

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

7.10. [This section intentionally omitted.]

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's percentage interest in the Common Elements shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.

8.02. Separation, Merger and Boundary Relocation.

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation or merger shall pay for the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the percentage interests in the Common Elements shall be reallocated as follows:

(A) In the case of a boundary relocation, the percentage interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the percentage interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined in the same manner.

(B) In the case of a Unit separation, the percentage interests appurtenant to each resulting Unit (the "Resulting Unit") shall be determined as follows: for each Resulting Unit, the percentage interest in the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square

footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be determined in the same manner.

(C) In the case of the merger of two or more Units, the percentage interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(D) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

8.03. Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

(a) maintaining his or her personal professional library in his or her Unit;

(b) keeping his or her personal business or professional records or accounts in his or her Unit;

(c) handling his or her personal or business records or accounts in his or her Unit; or

(d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.03 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

Except to the extent permitted by federal or state law or regulations, no poles for flags or other purposes, and no exterior antennae or satellite dishes, or other exterior attachments

or devices, shall be connected or constructed anywhere within the Condominium, without the approval of the Association, but this shall not apply to the display of the United States flag in accordance with customary flag etiquette.

8.04. Nuisances; Wood Burning. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01, including unreasonable noise, loud music or other disturbance. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.05. Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

(a) The term of any such lease shall not be less than four (4) months, nor more than one (1) year without the approval of the Association;

(b) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;

(c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 8.05 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.06. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant.

8.07. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste.

8.08. Storage; Vehicles. Outdoor storage of disabled vehicles shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time. All service vehicles, boats, trailers, campers and recreational vehicles shall be parked only within a Unit Owner's garage. Temporary parking or storage of such vehicles or trailers for loading or unloading purposes is permitted for a term not to exceed forty-eight (48) hours. No unlicensed, disabled or inoperable motor vehicle shall be parked or stored outside of any garage for a period exceeding forty-eight (48) hours. None of the Common Elements or Units shall be used as a space or area for the repair of any vehicle, trailer, camper or other property.

8.09. Pets. Pets are permitted in accordance with the current applicable Rules and Regulations, except that not more than two pets are permitted in any Unit. No Rottweiler or pit bull shall be permitted at anytime. The Association may establish other or additional regulation of pets, including with respect to pet size and weight, waste disposal, noise and behavior. Any Unit Owner having a pet or animal shall be liable for any and all damages to the person or property of any other Unit Owner and his/her co-occupants or guests caused by such pet or animal.

8.10. Landscaping. Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside of their Unit without the prior written consent of the Association.

ARTICLE IX

9.01. **[**This section intentionally omitted.]

9.02. 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 or such higher limit as may be adopted from time to time by the Association. 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, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association may 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. All premiums for such insurance shall be Common Expenses.

9.04. 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 hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the 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.

9.05. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X

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

10.01. Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

10.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

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

10.04. Repair of Units. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. .

10.05. Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06. Surplus in Construction Funds. All Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." If there is a balance in the Construction Funds after payment of all

costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

10.07. Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE XI

CONDEMNATION

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

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

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

11.02. Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

11.03. Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

11.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, 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.

11.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient

amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

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

11.07. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE XII

MORTGAGEES

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

(a) The call of any meeting of the membership or the board of directors of the 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 physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars ($20,000).

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

12.03. Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.04. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI, 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 the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

ARTICLE XIV

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 this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the 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. Liability among multiple owners of a Unit shall be joint and several.

Nothing herein shall be deemed to limit the rights of the Village of McFarland to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent 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 attorney 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. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV

GENERAL

15.01. Utility and Police and Fire Protection Easements. Each Unit Owner's interest in the Common Elements is subject to such easements as have heretofore been granted or which may hereafter be granted by the Declarant or the Association for any utility service such as water, sewer, electricity, natural gas, telephone or cable television. In addition, the Property is also subject to certain easements identified on the face of the Condominium Plat.

The Declarant and all Unit Owners hereby grant to the utility companies or governmental agencies providing water or sewer service to the Condominium an easement on, over and under all of the Common Elements for the installation, repair and maintenance of water and sewer main lines and lateral service lines for all of the Units of the condominium, which easement includes the right of ingress, egress and access for the installation, repair and maintenance of such main lines and lateral service lines, together with the right of ingress and egress and access for inspection or meter reading.

The Declarant and all Unit Owners hereby grant to the utility company providing natural gas service to the Condominium an easement on, over and under all of the Common Elements for the installation, repair and maintenance of natural gas main lines and lateral service lines for all of the Units of the Condominium. This easement includes the right of ingress, egress and access for the installation, repair and maintenance of such main lines and lateral service lines, together with the right of ingress and egress and access for inspection or meter reading.

The Declarant and all Unit Owners hereby grant to the providers of electric, telephone and cable service to the Condominium an easement on, over, across and under all of the Common Elements for the installation, repair and maintenance of electrical, telephone and cable T.V. service to all of the Units of the Condominium. This includes main lines and lateral service lines. This easement includes the right of ingress, egress and access for the installation, repair and maintenance of such main lines and lateral service lines, together with the right of ingress and egress and access for inspection or meter reading.

The Declarant and all Unit Owners grant to the local municipal, county and state law enforcement and fire protection agencies an easement on, over and across all of the Common Elements for ingress, egress and access for police or fire protection for all of the Units of the Condominium. This includes an easement for access, ingress and egress for investigation, inspection, surveillance or response for the purpose of any police or fire protection, subject to any limitations imposed the Constitutions and laws of the United States or the state of Wisconsin.

The Declarant and all Unit Owners grant to local municipal, county and state law enforcement agencies an easement on, over and across all of the Common Elements and Limited Common Elements for access, ingress and egress for the purpose of rendering emergency medical service to any person.

Nothing in this section constitutes or implies any waiver, consent or other impairment of any person’s local, state or federal rights against unreasonable search or seizure and all such rights are reserved and preserved.

The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the Village of McFarland 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.

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

15.03. 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 15.06. 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 or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

15.05. Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Unit Owners and their 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 and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping,

and other repairing or servicing of all or any part of the Condominium or the expanded Condominium.

15.06. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is _____, _____.
The resident agent may be changed by the Association in any manner permitted by law.

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

15.08. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this _____ day of September, 2022.

_____
Dawn M. Reiter

_____
Jerry R. Reiter

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of September, 2022, the above-named Dawn M. Reiter and Jerry R. Reiter, who acknowledged the foregoing document for the purposes recited therein.

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

This instrument drafted by Michael J. Lawton.

EXHIBIT A

CONDOMINIUM PLAT

BYLAWS OF
JAEGER ESTATES CONDOMINIUM
ASSOCIATION, INC.

ARTICLE I

NAME AND ADDRESS

1.1. Name; Purpose. The name of the corporation shall be Jaeger Estates Condominium Association, Inc. (the "Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.2. Address. The principal office of the Association shall be located at 6303 Jaeger Road, McFarland, Dane County, Wisconsin 53558. This address shall also be the mailing address of the Association.

Return to:
Michael J. Lawton
P.O. Box 927
Madison, WI 53701-0927

Parcel Identification Numbers

1.3. Binding Effect. These Bylaws (the "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.

1.4. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Jaeger Estates Condominium executed by Dawn M. Reiter and Jerry R. Reiter (the "Declarant") and recorded in the office of the Dane County Register of Deeds (the "Declaration").

ARTICLE II

MEMBERSHIP

2.1. Membership. The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Condominium. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.2. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon

the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.3. Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.

2.4. Membership Certificates. Membership certificates shall not be issued.

2.5. Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.6. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.7. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.8. Quorum. Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.9. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11. Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all of the votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association prior to the casting of such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

2.12. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE III

MEETINGS OF MEMBERS

3.1. Place. All meetings of the Unit Owners shall be held at a place in Columbia County, Wisconsin, that shall be stated in the notice of the meeting.

3.2. Annual Meetings. The first annual meeting of the Unit Owners shall be held on the second Monday of the first December after the Declarant has ceased to control the Association as provided in Section 7.02 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on the second Monday of the first December of each succeeding year.

3.3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.4. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.5. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.6. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.7. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

(a) Calling the meeting to order.
(b) Calling the roll of Unit Owners and certifying the 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.

3.8. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.9. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

4.1. Number and Membership in Association. The affairs of the Association shall be managed initially by a board of directors (the "Board of Directors") composed of three directors selected by the Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration 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 percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the number of directors on the Board of Directors shall be decreased to three (3). No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 7.02 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 and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person

who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.2. Term of Office. The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Prior to the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, 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 directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers and shall serve until the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Prior to the conveyance of fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall take office upon the conveyance of fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers and shall serve until the next election upon expiration of the period of Declarant control as provided in Section 7.02 of the Declaration. 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 to serve 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 3.02. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.3. Election of Directors. One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer 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 written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.4. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.5. Removal. Prior to the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to remove a director 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.

4.6. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.1. Regular Meetings. Until the expiration of Declarant control as described in Section 7.02 of the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of December at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice 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 hold the meeting.

5.2. 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 director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.3. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.4. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.5. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

(a) Calling the meeting to order;
(b) Proof of notice of meeting or waiver of notice;
(c) Reading and disposal of any unapproved minutes;
(d) Reports of officers;
(e) Reports of committees (if appropriate);
(f) Election of officers (if appropriate);
(g) Unfinished business;
(h) New business; and
(i) Adjournment.

5.6. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

7.1. Powers and Duties. All of the powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors 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 and disburse funds in payment of the Association's expenses;

(c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;

(d) Grant easements, licenses, and rights-of-way through or over the Common Elements;

(e) Hire and supervise any property manager or agent, security manager or agent, other manager or 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;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal 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. Notwithstanding anything in these Bylaws to the contrary, (i) 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; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;

(l) Insure the Condominium property and property owned or leased by the Association 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) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

7.2. 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 of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.1. Officers. The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided, however, that during the period of Declarant control as provided in Section 7.02 of the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.2. Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.3. Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.5. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.7. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) *Vice President.* The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform

such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.8. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.9. Fidelity Bonds. The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII

ARCHITECTURAL REVIEW COMMITTEE

8.1. Creation. There shall be a committee of three (3) Unit Owners that shall be called the "Architectural Review Committee." During the period of Declarant control as provided in Section 7.02 of the Declaration, any person appointed by the Declarant to the Architectural Review Committee shall be deemed to be a "Unit Owner" for purposes of this requirement only. If a Unit is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The Architectural Review Committee shall have all powers, duties, and obligations as may be provided to it in the Declaration, Articles, Bylaws, or any rules and regulations of the Association, and as may be delegated to it by the Board of Directors pursuant to its authority under Article VI.

8.2. Membership and Term of Office. Declarant shall appoint all three of the initial members to serve on the Architectural Review Committee. Such Architectural Review Committee shall take office upon the conveyance by Declarant of the first Unit and shall serve until the Declarant has conveyed fifty percent (50%) of the Units to purchasers. Upon the conveyance of fifty percent of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect one member to serve on the Architectural Review Committee and the Declarant shall appoint the remaining two members. Such Architectural Review Committee member shall take office upon the conveyance of fifty percent of the percentage interest in the Common Elements as

determined under Section 7.03 of the Declaration to purchasers and shall serve until the Declarant has conveyed one hundred percent of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Not later than forty-five (45) days after the conveyance of one hundred percent of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit Owners shall elect all three (3) members to serve on the Architectural Review Committee. Such members shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each member of the Architectural Review Committee shall take office at the annual meeting of Unit Owners and shall serve for a term of one (1) year or until his or her successor shall be elected.

8.3. Election of Members. One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as members of the Architectural Review Committee. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any Architectural Review Committee member may nominate a person to serve as a member. If the number of nominees equals the number of Architectural Review Committee members to be elected, the nominees shall automatically become the new Architectural Review Committee members to take office at the annual meeting. If the number of nominees is fewer than the number of Architectural Review Committee members to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of Architectural Review Committee members to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as members of the Architectural Review Committee and shall take office at the annual meeting.

8.4. Vacancy and Replacement. If the office of any Architectural Review Committee member becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining Architectural Review Committee members at a special meeting of the Architectural Review Committee held for that purpose promptly after the occurrence of such vacancy, even though the Architectural Review Committee members present may constitute less than a quorum, and each person so elected shall be a member of the Architectural Review Committee for the remainder of the term of the member who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, so long as Declarant has the right to appoint any member as described in Section 8.02, only the Declarant shall have the right to replace any Architectural Review Committee member appointed by Declarant.

8.5. Removal. So long as Declarant has the right to appoint any member as described in Section 8.02, only the Declarant shall have the right to remove a member

appointed by Declarant from the Architectural Review Committee. Thereafter, any member may be removed from the Architectural Review Committee, with or without cause, by a majority vote of the Unit Owners.

8.6. Quorum; Decisions of the Architectural Review Committee. Each member of the Architectural Review Committee shall have one (1) vote in all matters before the committee. A presence of a majority of the members of the Architectural Review Committee present in person or represented by proxy shall constitute a quorum for the transaction of business by such committee. If there is not a quorum present at any committee meeting, the members of the committee present shall have the authority to adjourn the meeting as provided in Section 3.05. When there is a quorum at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles, Bylaws, or rules and regulations of the Association, or by express direction of the Board of Directors, in which case such express provision or direction shall apply. Unless otherwise expressly provided in the Declaration, Articles, or Bylaws, the Board of Directors shall have no authority to reverse, modify, override, or abandon any decision of the Architectural Review Committee.

8.7. Notice of Committee Meetings; Quorum. No special meeting of either the Architectural Review Committee may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary of the Association or any member of the Architectural Review Committee to each member of such committee. Such notice shall specify the place, day, hour, and purpose of the meeting. Attendance by any committee member at any meeting of such committee shall be deemed a waiver of such notice.

8.8. Action Without a Meeting. Any action required or permitted to be taken by the Architectural Review Committee or the vote of the members of such committee may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all members of the committee that would have been entitled to vote upon the action at such meeting.

8.9. Compensation. No member of the Architectural Review Committee shall receive any compensation for his or her services as a member of the Architectural Review Committee.

ARTICLE IX

BOOKS AND RECORDS

9.1. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws 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 may be purchased at reasonable cost.

9.2. 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 X

BUDGET, ASSESSMENT, AND ANNUAL REPORT

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

10.2. Budget. Throughout the period of Declarant control as described in Section 7.02 of the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors prior to the first sale of a Unit by the Declarant. After the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, the Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

1. The reserve funds then in the reserve account;

2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;

3. The estimated remaining useful life of the Common Elements; and

4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

10.3. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under Section 5.01 of the Declaration. On or before the last day of December of each year, the secretary shall

mail or deliver a copy of the 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.

10.4. 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.

10.5. 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 day following such due date at the rate of eighteen percent (18%) 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 Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable 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 its Unit.

10.6. Annual Report. Each January, 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, 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 at the address in the Association's membership list prior to the third Thursday in February.

10.7. Statutory Reserve Account. All funds collected to fund a statutory reserve account as described in section 10.02, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance or for such other purposes as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

ARTICLE XI

USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

ARTICLE XII

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XIII

LIABILITY AND INDEMNITY

13.1. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or

decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan, or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

13.2. Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 13.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) 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 her conduct was unlawful; (iii) a transaction

from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XIII, the Association has purchased or is required under Section 13.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

13.3. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 13.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 13.03(a) 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; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

13.4. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, 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; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 13.03 that indemnification under Section 13.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section 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.

13.5. Partial Indemnification.

(a) If it is determined pursuant to Section 13.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 13.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

13.6. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

13.7. Limited Liability of Directors and Officers.

(a) Except as provided in subsection 13.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 13.02(b).

(b) Except as provided in Section 13.07(c), this Section 13.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes Sections 13.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

13.8. Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

13.9. Nonexclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights 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 13.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

13.10. Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

13.11. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

13.12. Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

ARTICLE XIV

GENERAL PROVISIONS

14.1. Seal. The Association shall not have a corporate seal.

14.2. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. 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. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. 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.

14.3. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XV

AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI of the Declaration, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon

written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

IN WITNESS WHEREOF, the President and Secretary of the Association have caused this instrument to be signed this ____ day of September, 2022.

_____
Dawn M. Reiter, President

_____
Jerry R. Reiter, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of September, 2022, Dawn M. Reiter and Jerry R. Reiter, the President and Secretary, respectively, of Jaeger Estates Condominium Association, Inc., who acknowledged that they signed the above document for the purposes recited therein.

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

This instrument drafted by Michael J. Lawton.

ARTICLES OF INCORPORATION
OF
JAEGER ESTATES CONDOMINIUM ASSOCIATION, INC.

Jaeger Estates Condominium Association, Inc., a nonstock, nonprofit corporation organized under Chapter 181 of the Wisconsin Statutes, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is Jaeger Estates Condominium Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II

PERIOD OF EXISTENCE

The period of existence of the Association is perpetual.

ARTICLE III

PURPOSE

The Association is organized to serve as an association of unit owners (as described in Section 703.15 of the Wisconsin Statutes) for Jaeger Estates Condominium created under Chapter 703 of the Wisconsin Statutes, located in the Village of McFarland, Dane County, Wisconsin, and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by Chapter 181 of the Wisconsin Statutes.

ARTICLE IV

MEMBERS

The Association shall have members. Membership provisions (including the designation of classes, if any, and the method of acceptance of members of each such class) shall be set forth in the Bylaws of the Association (the "Bylaws"). The respective voting rights of the members of the Association shall be as set forth in the Bylaws and that certain Declaration of Condominium for Jaeger Estates Condominium recorded in the office of the Dane County Register of Deeds (the "Declaration").

ARTICLE V

PRINCIPAL OFFICE

The address of the principal office of the Association is 6303 Jaeger Road, McFarland, Dane County, Wisconsin 53558. The principal office is located in Dane County, Wisconsin.

ARTICLE VI

REGISTERED AGENT

The name and address of the initial registered agent of the Association is Dawn M. Reiter, 6303 Jaeger Road, McFarland, Dane County, Wisconsin 53558.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of directors. The number of directors constituting the initial board of directors (the "Initial Directors") shall be three (3). Thereafter, the number and manner of election or appointment of directors and their terms of office shall be as provided in the Bylaws. The names and addresses of the Initial Directors are as follows:

Dawn M. Reiter	6303 Jaeger Road, McFarland, Wisconsin 53558
Jerry R. Reiter	6303 Jaeger Road, McFarland, Wisconsin 53558

ARTICLE VIII

ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING

Any action required or permitted by these Articles or the Bylaws to be taken by the board of directors of the Association may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE IX

INCORPORATOR

The name and address of the incorporator is:

Dawn Reiter
6303 Jaeger Road, McFarland, WI 53558

ARTICLE X

AMENDMENT OF ARTICLES AND BYLAWS

Any amendment to these Articles of Incorporation or the Bylaws that alters or abrogates the rights of the Declarant (as defined in the Declaration) or the Declarant's successors or assigns shall be null, void, and of no force or effect unless it is approved in writing by the Declarant. This Article X may not be amended or deleted without the approval in writing of the Declarant.

Dated at McFarland, Wisconsin, this _____ day of September, 2022.

_____
Dawn M. Reiter, Incorporator

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

On this ____ day of September, 2022, Dawn M. Reiter to me personally known and being first sworn, acknowledged that he signed the above document for the purposes recited therein.

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

This document drafted by
and should be returned to:
Michael J. Lawton
PO Box 927
Madison, WI 53701-0927

C&ED Staff Review Notes for 6303 Jaeger Road PD-I General Implementation Plan, 11.15.22 Plan Commission Meeting

differing uses.

(Code 1998, § 13-1-44; Ord. No. 2003-03, § 1(13-1-44), 3-24-2003; Ord. No. 2018-02 , § 4, 1-23-2018)

Sec. 62-66. - PD-I Planned Development Infill District.

(a) *Intent.* The PD-I District is referred to as an "infill" zoning regulation because it is intended to be used in situations where new development or redevelopment is proposed within an already developed area or neighborhood. Mixed use may be allowed to the extent that no land use conflicts will result. It is a basic public expectation that landowners requesting the use of the PD-I District will develop design, building architecture, landscape design and construction materials. The extent of variation or exception that will be recommended by the Village Plan Commission with final approval by the Village Board in accordance with the standards specified in Subsection (d)(1) of this Section will be dependent on how well the above stated expectations are expressed in the proposed development plan.

(b) *Application procedures.* The procedures and requirements for applying for a PD-I zoning change are the same as those for the basic PD rezoning request. The procedures call for a two-step submittal with approval of a General Implementation Plan (GIP) and the subsequent submittal of a Detailed Implementation Plan (DIP). The application procedure is stated in Section 62-67.

(c) *PD-I zoning lot.* The minimum zoning lot, for purpose of a PD-I submittal, shall include all abutting or adjacent parcels owned or otherwise controlled by the applicant for the PD-I zoning. The zoning lot may include more than one parcel and more than one owner. For purposes of applying the criteria and standards for PD-I zoning, the total area of the zoning lot shall be considered as one parcel regardless of the number of parcel Subdivisions that may exist.

(d) *Standards and criteria for approval of a PD-I.* In addition to the general requirements for approval listed in Section 62-67, the following standards and criteria shall be used by the Village Plan Commission and Village Board when acting on a rezoning application in PD-I:

(1) Maximum impervious surface ratio:

a. Five-tenths residential.

b. Seven-tenths nonresidential and mixed use.

Based on the information provided in the General Implementation Plan this standards will likely be met but recommend revise the plan to provide greater detail

(2) Maximum floor area ratio: 0.70.

(3) Minimum required usable open space per dwelling unit: 100 SF/DU.

(e) *Additional standards.* Items 1, 2, 7 and 8 to be addressed within the Detailed Implementation Plan.

(1) Screening and requirements for buffer yards shall be included as part of plan reviews. Such screening shall shield neighboring properties from any adverse external effects of the proposed developments. Screening and buffer yards shall also be used to shield the proposed development from the negative impacts of adjacent uses, such as streets, industrial uses, etc. Special emphasis shall be placed on screening the intrusion of automobile headlights on neighboring properties from parking areas and driveways.

(2) Pedestrian circulation should be carefully planned so as to prevent pedestrian use of vehicular ways and parking spaces. In all cases, pedestrian access shall be provided to public walkways.

(3) The usable open space required for residential development projects and mixed use residential projects shall be designed for use of each individual dwelling unit or shall be located and designed to be of utility to every dwelling unit proposed. This required usable open space shall be designed to maximum privacy and usability to the residence.

No dumpsters anticipated for scale of development

(4) Special emphasis shall be placed on trash collection points. Trash containers shall be screened and so designed so as to be conveniently accessible to their users and collectors.

NA (5) Within the PD-I District, mixed land uses may be proposed. However, they must be found to be compatible

based on the site and building design proposed. Compatibility will also be judged on the basis of how well the proposed project fits within the context of the neighborhood and abutting properties. The basic intent of this Chapter and Village Comprehensive Plan must be adhered to.

Refer to Sec. 7.05 Jaeger Declaration

(6) Snow removal areas and procedures must be described in the plans.

(7) All site lighting shall be controlled so as not to extend a direct light source onto abutting properties. Cutoff type luminaries shall be used and all lighting sheds shall be indicated in the plans.

(8) The physical attributes of the site shall be respected with particular concern for preservation of natural features, tree growth and open space.

(f) *Exceptions to standards.* Exceptions to these standards may be recommended by the Village Plan Commission, subject to final approval given by the Village Board.

(Code 1998, § 13-1-45; Ord. No. 2003-03, § 1(13-1-45), 3-24-2003)

Sec. 62-67. - PD Planned Development District.

(a) *General requirements.*

(1) *Use regulations.* The uses allowable in this district are the uses approved as part of the general or detailed plan for particular sites that are placed in the Planned Development District.

(2) *Density and dimensional regulations.* This Section sets no prescribed density or dimensional regulations in the Planned Development District.

(3) *Off-street parking and loading.* There shall be no prescribed requirements for off-street parking and loading in the Planned Development District. However, in the review and approval of any general or detailed plan in a Planned Development District, due consideration shall be given to Subdivision IV of this Division of regulations and requirements for off-street parking and loading facilities for uses similar to those proposed in such plan.

(4) *Standards.* The following standards shall apply in the review of all general or detailed plans proposed for the Planned Development District: Items d, e, h to be addressed within the Detailed Implementation Plan.

a. The uses proposed in the planned development shall be in general conformance with the Village Comprehensive Plan.

b. The establishment, maintenance or operation of the uses proposed in the planned development shall not substantially impair or diminish the use, value and enjoyment of other properties within the neighborhood.

c. Traffic circulation into and within the development shall be designed to minimize traffic congestion and traffic hazards, provide for the accessibility of all uses and buildings and also provide for the safe and convenient movement of both vehicles and pedestrians.

d. The planned development shall incorporate environmental design considerations, including the preservation of topography, trees and ground cover, streams and natural bodies of waters, and other significant natural features and control of erosion and runoff in accord with the Village Erosion Control and Stormwater Management Ordinances.

e. The planned development shall provide for convenient and harmonious groups of buildings, structures and uses; and buildings shall be spaced and sited to ensure adequate safety, light, ventilation and privacy.

f. The following provisions shall apply:

1. In a planned development for residential use, adequate open space and recreational areas shall be provided in appropriate locations, and all public and common open spaces shall be designed and located to provide safe and convenient access to residents.

Location is not designated as a future park site in the Village's Comprehensive Plan, recommend Fees in Lieu of Land Dedication for Units 2 and 3

2. Planned Development District housing impacts on community resources in the same manner as other are characterized by division of land into lots. In particular, the additional population density places de and recreation areas. Accordingly, each dwelling unit newly established shall be required to dedicate la of land, in accordance with the procedures set forth in Section 62-64.

g. The planned development will not adversely affect the ability of public agencies to provide school or other municipal services.

h. The width of street rights-of-way, width of paving, width and location of street or other paving, outdoor lighting, location of sewer and water lines, provision for stormwater drainage or other similar environmental engineering considerations shall be based on a determination of the appropriate standards necessary to implement the specific function in the specific situation; provided, however, that in no case shall standards be less than those necessary to ensure the public safety and welfare as determined by the Village.

i. The proponents of a Planned Development District application shall provide evidence satisfactory to the Village Board of its economic feasibility of available adequate financing and that it would not adversely affect the economic prosperity of the Village or the values of surrounding properties.

j. The proponents of a Planned Development District shall submit a reasonable schedule for the implementation of the development to the satisfaction of the Village Board, including suitable provisions for assurance that each phase could be brought to completion in a manner that would not result in an adverse effect upon the community as a result of termination at that point.

NA to PD-I

(5) *Minimum area.* A Planned Development District shall not be less than three acres of contiguous land under the same ownership. This Subsection shall not be interpreted to prohibit the post-development sale of all or part of an approved PD subject to the provision of this Section and all applicable statutes and Subdivision regulations.

Refer to associated Jaeger Estates a Condominium Plat

(6) *Subdivision review.* The applicable Subdivision review under Chapter 56 shall be carried out as an integral part of the review of a Planned Development District. The plan required must be submitted in a form that substantially satisfies requirements of the Subdivision regulations for the Preliminary and Final Plat approvals. Subdivision application may be submitted for the whole, a part, or parts of the overall planned development as indicated by phases in the detailed plan for staged development.

(b) *Procedure for establishment of Planned Development Districts.* The provisions set forth in Division 4 of this Article shall apply for the establishment of any Planned Development District, provided the amendatory ordinance shall be considered only in conjunction with a general or detailed plan.

(c) *Preapplication procedures.* Applicants are encouraged to seek preapplication, conceptual review of proposed plans by the Plan Commission. The Plan Commission is under no obligation to give a response to such submittals at the same meeting as they are presented. The Plan Commission is entitled to seek outside assistance and sources of critique. No responses by the Plan Commission or by individual Plan Commissioners shall bind the Plan Commission or the Village unless the response is on behalf of the Plan Commission, is in writing and is expressed as a binding response.

(d) *Approval of general or detailed plan and adoption of zoning ordinance amendment.* In the event that the Village Board approves a general (or detailed) plan and adopts a zoning amendment creating a Planned Development District in connection with such general (or detailed) plan, the requirements of the plan shall constitute the zoning regulations for the district and the zoning district maps shall be amended to show all lands included in such general (or detailed) plan as within the Planned Development District. In the approval of any general (or detailed) plan, the Village Board may stipulate any conditions or restrictions in the establishment, maintenance and operation of any

uses proposed in such plan and may also require any guarantees, including the filing of a contract together with a surety, satisfactory in form to the Village Attorney and satisfactory in amount to the Village Engineer, with the Village to ensure that improvements will be installed and completed as proposed in the plan.

(e) *Recording of approved general or detailed plans and zoning ordinance amendments.* Whenever the Village Board designates land as being within a Planned Development District, the Village Attorney shall record in the Office of the Register of Deeds of Dane County a facsimile copy of the approved general (or detailed) plan, together with a certified copy of the related zoning ordinance amendment and any other action taken thereon by the Village Board. The cost for preparing a facsimile copy of the general (or detailed) plan in recordable form and the recording fee shall be paid by the owners of the lands included in the general (or detailed) plan.

(f) *Changes or modifications to general or detailed plans and zoning ordinance amendments.* Any approved general or detailed plan, together with the related zoning ordinance amendment, may be amended in whole or in part pursuant to the same procedure and subject to the same limitations by which general or detailed plans were approved and the zoning ordinance amended. However, minor modifications may be made by any general or detailed plan upon approval of the Village Plan Commission provided that such modifications shall be in general conformity with the approved general or detailed plan and shall not substantially change the concept of such approved plan. All approved minor modifications shall become a part of the approved general or detailed plan and shall be recorded as provided in Subsection (e) of this Section. The Plan Commission shall decide whether a proposed amendment is minor or major, with appeals made to the Village Board.

(g) *Construction of building and establishment of uses.* No zoning or building permit shall be issued until the detailed plan and the related zoning ordinance amendment have been recorded as required above. Within one year of the date of recording of any detailed plan and the zoning ordinance, construction thereon must begin; and construction must be substantially completed throughout the project within three years of such date of recording, unless extensions are granted by the Village Board. If initial construction has not begun within one year of the date of recording or within the prescribed time period granted as an extension by the Village Board, the approval of the detailed plan and the related zoning ordinance amendment shall become null and void, and the zoning shall revert to the classification that applied prior to the approval of the PDD zoning. No occupancy of dwelling units shall occur until all public works that have been scheduled to be completed before occupancy are completed to the satisfaction of the Village.

(h) *Procedure for establishment of the Planned Development District—General plan for staged development.*

(1) *Submittal of general plan.* The general plan shall contain any information and representations deemed necessary by the Plan Commission and shall consist of a statement entitled "Planned Development District—General Plan, Statement of Owner's Intent and Description of Development," which shall include, without limitation, the following:

a. A legal description describing all of the tract of land included in the proposed development.

b. A statement indicating the nature of the applicant's interest in the land included in the proposed development.

c. A statement describing the proposed development, including the character, method and operation of the development and a development schedule or timetable for construction.

d. A statement as to the following data or graphic information referenced to a map or plan of the proposed development:

1. The location and size of the site including dimensioned exterior boundaries, topography and other salient features, and existing buildings and structures, and also adjacent properties and streets, including all public utilities and public easements.

2. The use and approximate location and bulk of buildings and structures, including number of stories and dimensions of buildings.

Applicant stated intent to follow the minimum bulk requirements of the R-1 District as applied to structures on ownership Units 1-3. General building envelopes for future structures on Units 2 and 3 could be added to the General Plan

3. The approximate location of vehicular and pedestrian facilities, such as streets, sidewalks and off-stree approximate number of parking spaces.
4. The approximate location of areas for public or common open spaces and for other public or semipublic uses. NA, no public parks or uses proposed.
5. A tabulation of land areas for the different types of uses in relation to the total area. 100% Single Family Residential
6. A tabulation of the gross floor areas of buildings by types of uses. 1,500-4,000 square feet or residential homes
7. A tabulation of the number of types of dwelling units. 3 Single Family Dwellings

(2) *Review of general plan.* The Plan Commission shall review the general plan and determine whether it complies with the standards set forth in Subsection (h)(1) of this Section. Following the review of the general plan, the Plan Commission shall forward the petition to the Village Board, together with a recommendation that the general plan be either approved as submitted, or approved with modifications or disapproved.

(3) *Approval of general plan.*

a. In the event that the Village Board approves the general plan and adopts the related zoning ordinance amendment, the zoning district maps shall be amended to include all of the lands within the general plan as within the Planned Development District (general plan approved). However, no building construction shall be permitted in any portion of the approved general plan until a detailed plan prepared in accordance with the requirements hereunder has been approved by the Village as provided below.

b. In the event the Village Board fails to approve the general plan and ordinance, the Village Board shall communicate its objections back to the Plan Commission for reconsideration and further discussions.

(i) *Procedure for establishment of the Planned Development District—Detailed plan for staged development.*

(1) *Submittal of plan.* Within one year after the recording of the general plan and the copy of the related zoning ordinance amendment, a detailed plan for at least one stage of the general plan shall be filed with the Village Clerk-Treasurer, unless an extension is granted by such Village Board. The detailed plan shall contain any information and representation deemed necessary by the Plan Commission and shall consist of a statement entitled, "Planned Development District—Detailed Plan, Statement of Owner's Intent and Description of Development," which shall include without limitations, the following:

a. A legal description describing all of the tract of land included in the proposed development, referenced to a locational map indicating the relationship of the tract to the total general plan.

b. A statement indicating the nature of the applicant's interest in the land included in the proposed development.

c. A statement describing the proposed development, including the character, method and operation of the development, and a development schedule or timetable for construction. Where the formation of organizations such as a homeowners' association is proposed, such statement shall include any agreements, bylaws or covenants which govern the organizational structure, use, maintenance and protection of the development and any of its common services, common open spaces or other common facilities.

d. A statement as to the following date or graphic information referenced to a map of the proposed development:

1. The location and size of the site, including dimensioned exterior boundaries, topography and other salient features, and existing buildings and structures, and also adjacent properties and streets.
2. The use and location of all buildings or structures, including the architectural character and design of each building, the number of stories and dimensions of each building, and the dimensioned yards between buildings or structures and lot lines.
3. The location of vehicular and pedestrian facilities, including dimensioned streets, walkways, access

driveways, off-street parking spaces and loading berths, and refuse receptacle areas.

4. The location and size of areas for public or common open spaces and for other public and semi-public uses.
5. A grading plan, including any storm sewer system, a landscaping plan, and an erosion control plan.
6. A sanitary sewer and water distribution system plan.
7. A tabulation of land areas for the different uses in relation to the total tract area.
8. A tabulation indicating the number of buildings and the use and the total gross floor area for each building.
9. A tabulation indicating the number and types of dwelling units in each building.

(2) *Review of the detailed plan.*

a. The Plan Commission shall review the detailed plan as a conditional use review and shall determine whether the plan complies with the standards set forth in Subsection (h)(1) of this Section and is in general conformance with the approved general plan. Following Plan Commission approval of a detailed plan, the Village Attorney shall record in the Office of the Register of Deeds of Dane County a facsimile copy of the approved detailed plan and a certified copy of the Plan Commission action approving the same. The costs for copies and recording shall be paid by the owners of land within the plan areas.

b. The action of the Plan Commission on the proposed detailed plan shall be appealable to the Village Board. The Village Board shall consult with the Plan Commission before making its appeal decision, but in no case shall a detailed plan be approved that is out of conformity with a general plan approved.

(3) *Approval of detailed plan.* Once the detailed plan is approved, the zoning district maps shall be amended to include all of the lands within the detailed plan as Planned Development District—detailed plan approved.

(j) *Planned Development District—Single-stage procedure.* Upon request by applicants and subject to Village Board concurrence, the general and detailed stages of plan review and approval can be combined. Under this option, the plan is submitted in detailed form and is processed as is a general plan.

(Code 1998, § 13-1-46; Ord. No. 2003-03, § 1(13-1-46), 3-24-2003; Ord. No. 2017-13 , § 29, 7-24-2017)

Sec. 62-68. - Statement of purpose.

The district regulations are intended to govern the location intensity and method of development. The regulations of each district are designed to provide protection to the character of existing development while allowing new growth in accordance with specific development standards and objectives. Public utility services are required as a prerequisite to development in all districts within the Village.

(a) *A1 Agriculture-Transition District.* The purpose of the Agriculture-Transition District is to preserve in agricultural and related open space uses those lands generally located in proximity to developed areas within the Village where urban expansion is likely and in keeping with long-term plans for development. It is intended that urban development be deferred in such areas until the appropriate authorities determine that it is economically and financially feasible to provide public services and facilities. It is also intended that the status of all areas in this district be reviewed by the appropriate authorities periodically in order to determine whether, in light of current land development trends, there should be a transfer of all or any part of those areas to some other appropriate use district. Any such review will consider local and regional land use plans. Existing homes are grandfathered as are existing house lots. No new house lots can be created without rezoning.

(b) *CO Conservancy District.* The Conservancy District is established to preserve and perpetuate in an open and natural state certain areas such as lakeshores and waterways, wetlands and marshes, floodplains and stream

824385

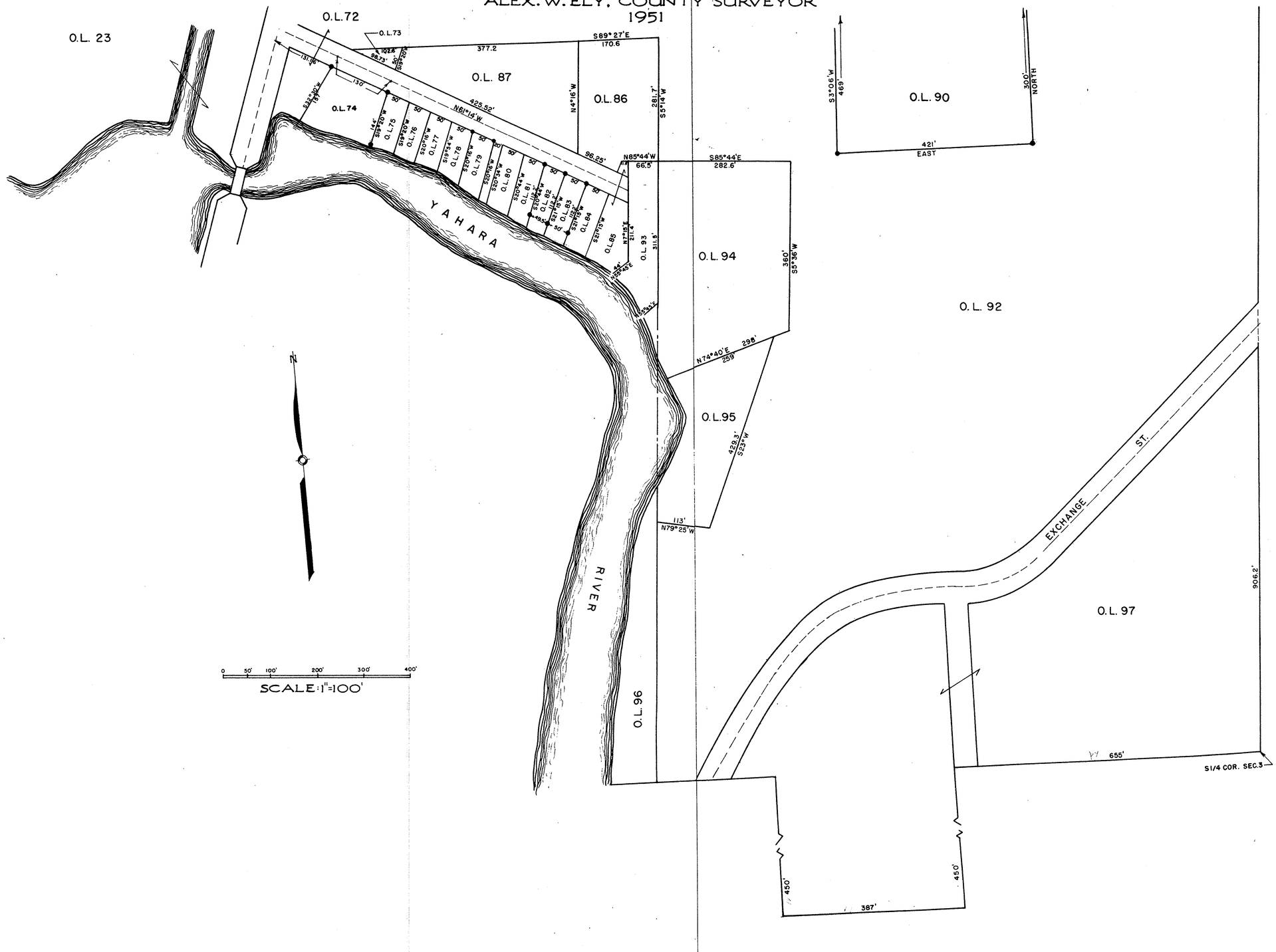
Vol, 14, Page 19

ASSESSOR'S PLAT OF THE VILLAGE OF Mc FARLAND

SHEET NO. 4 OF 12 SHEETS

ALEX. W. ELY, COUNTY SURVEYOR

1951



INDIAN MOUND PARK

LOCATED IN THE SW 1/4 OF SECTION 3, T6N, R10E, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE AND DESCRIPTION

I, Robert G. Bruce, registered land surveyor, do hereby certify, that in full compliance with the provisions of Chapter 236 of the Wisconsin statutes and the subdivision regulations of the Village of McFarland, and by the order of and under the direction of the owners listed below, I have surveyed, divided and mapped a plat entitled Indian Mound Park and that such plat correctly represents all of said survey and the division thereof. The land surveyed and platted as Indian Mound Park is more particularly described as follows: A parcel of land located in the NE¼ of the SW¼ and the NW¼ of the SW¼ of Section 3, T6N, R10E, also known as a part of Outlots 86, 87 and 92 of the Assessor's Plat, Village of McFarland, Dane County, Wisconsin to-wit:

Commencing at the west ¼ corner of said Section 3; thence N88°50'18"E, 1288.01 feet; thence S00°30'14"E, 336.49 feet to the point of beginning; thence N86°54'55"E, 267.28 feet; thence S00°30'14"E, 330.49 feet; thence S89°40'57"E, 459.48 feet; thence S05°35'47"W, 458.36 feet; thence S79°44'37"W, 30.82 feet; thence S82°57'47"W, 62.07 feet; thence N89°54'23"W, 361.17 feet; thence S17°04'37"W, 12.30 feet; thence N67°56'47"W, 207.95 feet; thence S89°54'23"E, 273.47 feet; thence N01°06'18"W, 214.27 feet; thence N88°15'42"E, 33.01 feet; thence N00°30'14"W, 636.54 feet to the point of beginning. Containing 7.820 acres.

Dated this 17th day of November, 1975
Revised 1/26/76

Robert G. Bruce, Registered Land Surveyor, S-900

OWNER'S CERTIFICATE

As owners we hereby certify that we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. We also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

The Village Board of the Village of McFarland
The Director, Regional Planning & Community Assistance
Department of Local Affairs and Development
Dane County Agricultural, Zoning, Planning and Water Resources Committee

WITNESS the hand and seal of said owners this 3rd day of May, 1976.

In presence of:
Richard T. Gannon
Harry W. Hill
Harley W. Severance
Milford Newman

STATE OF WISCONSIN } SS
COUNTY OF DANE }

Personally came before me this 3rd day of May, 1976 the above named owners to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Dane County, Wisconsin
My commission expires 9-13-78.

CORPORATE MORTGAGEE'S CONSENT

PROVIDENT SAVINGS & LOAN ASSOCIATION, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of owners listed.

IN WITNESS WHEREOF, the said PROVIDENT SAVINGS & LOAN ASSOCIATION has caused these presents to be signed by Arthur W. Wellman, its President, and countersigned by Robert J. DeBraal, its Secretary, at Madison, Wisconsin, and its corporate seal to be hereunto affixed this 2nd day of May, 1976.

In the presence of:

PROVIDENT SAVINGS & LOAN ASSOCIATION
Arthur W. Wellman, President
Robert J. DeBraal, Secretary

STATE OF WISCONSIN } SS
COUNTY OF DANE }

Personally came before me this 2nd day of May, 1976 Arthur W. Wellman, President, and Robert J. DeBraal, Secretary of the said corporation, to me known to be such Presidents and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public, Dane County, Wisconsin
My commission expires as permanent

STATE OF WISCONSIN } SS
COUNTY OF DANE }

I, Ann L. Davis, being the duly elected, qualified and acting Village Treasurer of the Village of McFarland, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of the 21st day of May, 1976, affecting the land included in the plat entitled INDIAN MOUND PARK.

Ann L. Davis, Village Treasurer
Village of McFarland

STATE OF WISCONSIN } SS
COUNTY OF DANE }

I, Martin Gunnulson, being the duly elected, qualified and acting Treasurer of the County, do hereby certify that the records in my office show no unredeemed tax, sales and no unpaid special assessments as of this 3rd day of May, 1976, affecting the land included in the plat entitled INDIAN MOUND PARK.

Martin Gunnulson, County Treasurer
Dane County, Wisconsin

"Resolved that a plat known as INDIAN MOUND PARK, which has been duly filed for approval of the Village Board of the Village of McFarland Dane County, Wisconsin, be and the same is hereby approved as required by Chapter 236, Wisconsin, 1971."

I hereby certify that the above is a true and correct copy of a resolution adopted by the Village Board of the Village of McFarland on this 22nd day of January, 1976.

Ann L. Davis, Village Clerk
Village of McFarland

Received for record this 3rd day of May, 1976 at 2:45 o'clock P.M. and recorded in Volume 43 of plats on page 50.

Harold K. Hill, Register of Deeds
Dane County, Wisconsin

CURVE	LOT	RADIUS FEET	CENTRAL ANGLE	CHORD	CHORD BEARING
1-2	11	6900	89°46'34"	97.39'	N45°12'20"E
3-4		135.00	89°46'34"	190.54'	S45°12'20"W
	9	"	04°35'18"	10.73'	S02°35'42"W
	10	"	51°12'56"	116.70'	S30°28'49"W
5-6		500.00	07°31'56"	65.68'	N03°26'55"W
	17	"	03°44'18"	32.62'	S01°33'06"E
	18	"	03°47'38"	33.10'	S05°19'04"E
7-8	3	566.00	07°31'56"	74.36'	S03°26'55"E
	OUTLOT-1	135.00	34°00'20"	78.95'	S73°05'27"W

LEGEND:
- ○ Denotes 1¼"x30" solid, round, iron stakes, minimum weight 4.3 lbs/ft.
- ● Denotes found property corners. All other lot corners are marked by 1"x24" solid round iron stakes, minimum weight 1.5 lbs/ft.

Distances, lengths and widths are measured to the nearest one hundredth of a foot.

Distances shown along curves are chord lengths.

— — — Utility Easements

This instrument was drafted by Robert G. Bruce

1 INCH = 60 FEET

0 30 45 60 90 120 150 200

LOCATION DRAWING

SECTION 3, T6N, R10E

WEST ¼ CORNER SECTION 3, T6N, R10E, DANE COUNTY MONUMENT

N88°50'18"E 1288.01'

O.L. 89 — LANDS N89°04'13"E 110.13'

N86°54'55"E 267.28'

N00°30'14"W 636.54'

O.L. 88

O.L. 90

O.L. 86

O.L. 87

O.L. 93

O.L. 94

O.L. 92 VILLAGE PARK

INDIAN MOUND DRIVE

RIVER ROAD

S05°35'47"W 458.36' RECORDED AS S05°35'47"W 458.21'

S00°30'29"E RECORDED AS S00°30'14"E

S89°54'23"E 273.47' 350.10'

N67°56'47"W 207.95'

N89°54'23"W 361.17'

S17°04'37"W 12.30'

N01°06'18"W 214.27'

S79°44'37"W 30.82'

S82°57'47"W 62.07'

S89°54'23"E 76.63'

N88°15'42"E 33.01'

S00°30'29"E 116.20'

S87°29'31"W 223.26'

PEDESTRIAN & UTILITY EASEMENT (OL-1)

WATER MAIN EASEMENT

Lots 1 through 19, Outlot 1

There are no objections to this plat with respect to Secs. 236.15 and 236.16, 236.20 and 236.21 (1) and (2), Statutes, or by the Department of Local Affairs & Development Planning Agency.

Certified this 17th day of May, 1976

Director, Regional Planning & Community Assistance
Department of Local Affairs & Development

MAP 6

FUTURE LAND USE

Village of McFarland

COMPREHENSIVE PLAN

Legend

Future Land Use

- Single Family Residential
- Two Family and Townhouse Residential
- Multiple Family Residential
- Neighborhood
- Downtown
- Highway and General Commercial
- Commercial Park
- Industrial
- Mixed Use/Flex Commercial
- Institutional and Governmental
- Public Lands, Recreation, and Environmental Corridor
- DNR Wetlands and Potential Wetland Indicators over Undeveloped Lands
- Agricultural Preservation
- Urban Reserve
- Water
- Rights-of-Way

- Village of McFarland Extraterritorial Jurisdiction Boundary
- Village of McFarland Limits (8/18)
- Other Municipal Limits (2018)

Shapes on this map represent the Village's vision for future land use within the Village and its extraterritorial jurisdiction. For such lands, this map is not intended to represent existing land use or zoning, or to compel property owners to change the use of their land. For example, owners of agricultural or other rural land may maintain their current land use. Actual boundaries between different future use categories and implementing zoning districts may vary somewhat from representations on this map. This map also identifies the City's Marsh Road Neighborhood Plan west of the Interstate and north of Siggelkow Road, and existing land use elsewhere beyond the Village's extraterritorial jurisdiction.

0 500 1,000 2,000
Feet

Date: May 2019

Data Sources: Village of McFarland, Dane County LIO, WDNR, and CARPC

N W E S

Path: S:\MAD\3600--3699\3688\007\Data\GIS\Figures\Map 6 Future Land Use 11x17.mxd User: Danc Date: 5/6/2019 Time: 4:02:37 PM

Figure 4-1: Future Land Use Categories and Policies

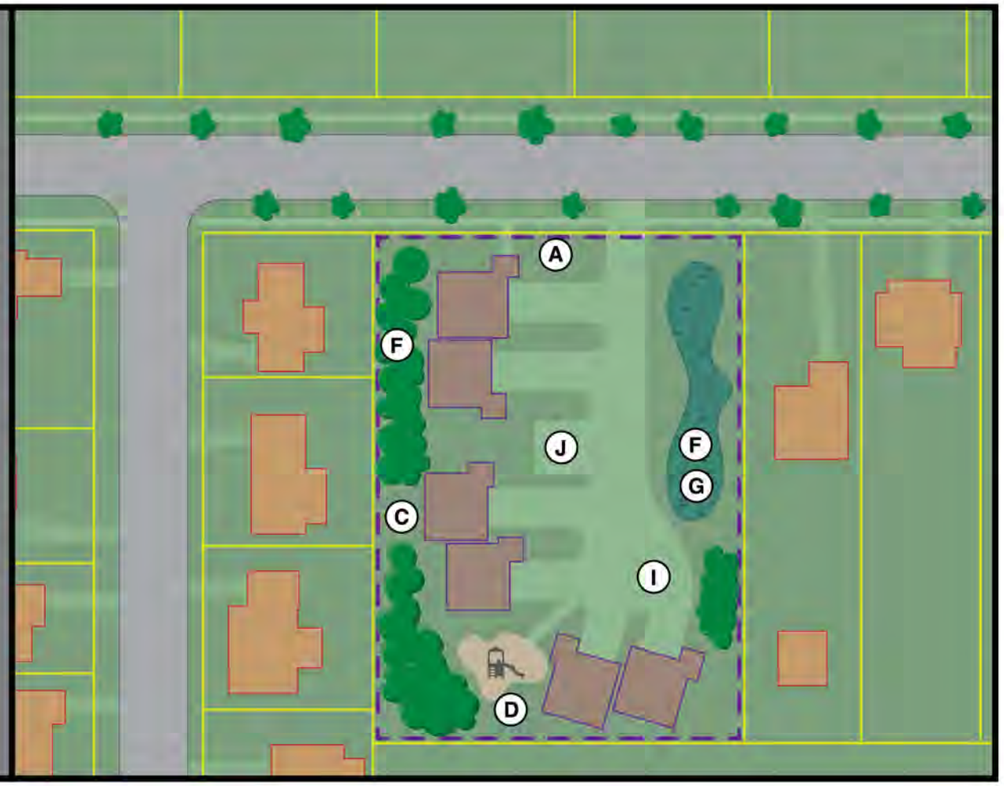
Future Land Use Category	General Description of Land Uses Allowed	Typical Implementing Zoning Districts	Development Policies (see also Village zoning, subdivision, stormwater management, and other ordinances)
Single Family Residential	Predominantly single family detached homes, generally in "subdivision" settings. May include limited two family residences where compatible with a predominantly single family environment. Within the Village, all such areas will be served by public sanitary sewer and water systems.	Within Village, R-1, R-1A, and R-1B Residence Districts and R-2 Single- and Two-Family Residence (more limited) CO Conservancy (for parks, stormwater, and other open areas)	1. Prepare or require a neighborhood plan/concept development plan in advance of each subdivision proposal. 2. Promote interconnection in road and trail networks; minimize long cul-de-sacs and dead-end streets. 3. Require submittal of stormwater management and erosion control plans for new developments. 4. Encourage conservation neighborhood design, including allowing smaller lots and preservation of large open space corridors, in areas with soil limitations and natural resource amenities. 5. Where smaller lots are permitted, pay careful attention to home quality, variety, design, setbacks, and garage placement through zoning, covenants, and development agreements. 6. Pursue residential infill opportunities where feasible, applying standards and approaches in Figure 4-2.
Two Family and Townhouse Residential	Duplexes and two-flats, townhouses, single family residences, home occupations, and small-scale institutional and recreational uses, all served by public sanitary sewer and water systems.	R-2 Single- and Two-Family Residence R-E Elderly Residence PD, PD-I Planned Development	1. Disperse two family and townhouse residential uses through the Village, rather than repeating blocks of this type of future land use in just a few areas. 2. Encourage design of two family houses and townhouses to relate to public streets and integrate with the fabric of the surrounding neighborhood, rather than being designed as isolated enclaves or with garage-door dominance. 3. Hold new two family houses and townhomes to similar standards for quality and livability expected of single family housing. These standards include high-quality building materials, architectural variation and interest, durable and lasting finish materials (inside and out), and garage parking. 4. Work with County, State, and local lenders to assist with rehabilitation of older duplexes in the Village. 5. Pursue residential infill opportunities where feasible, applying standards and approaches in Figure 4-2.
Multiple Family Residential	A range of housing types, including multiple family residences (e.g., condominiums, apartments, multiplexes), including independent elderly housing. May also include single family residences. Served by public sanitary sewer and water systems.	R-3 General Residence R-E Elderly Residence PD, PD-I Planned Development	1. Disperse higher-density residential uses through the Village, rather than high concentrations in a few areas. 2. Encourage design of multiple family developments to relate to public streets and integrate with the fabric of the surrounding neighborhood, rather than being designed as isolated enclaves or with large parking lot dominance. 3. Hold new multiple family housing to similar standards for quality and livability expected of single family housing. These standards include high-quality building materials, architectural variation and interest, durable and lasting finish materials (inside and out), garage or underbuilding parking, and responsible management. 4. Monitor areas of aging multiple family housing so that they are community assets. Work with owners and property managers to address problems, and direct them to County and State programs and local lenders. 5. Pursue residential infill opportunities where feasible, applying standards and approaches in Figure 4-2.

Figure 4-2

Infill and Redevelopment Standards in Residential and Waterfront Settings

Village of McFarland

NEIGHBORHOOD INFILL EXAMPLE



WATERFRONT REDEVELOPMENT EXAMPLE

WHAT DESIGN PRINCIPLES ARE IMPORTANT?

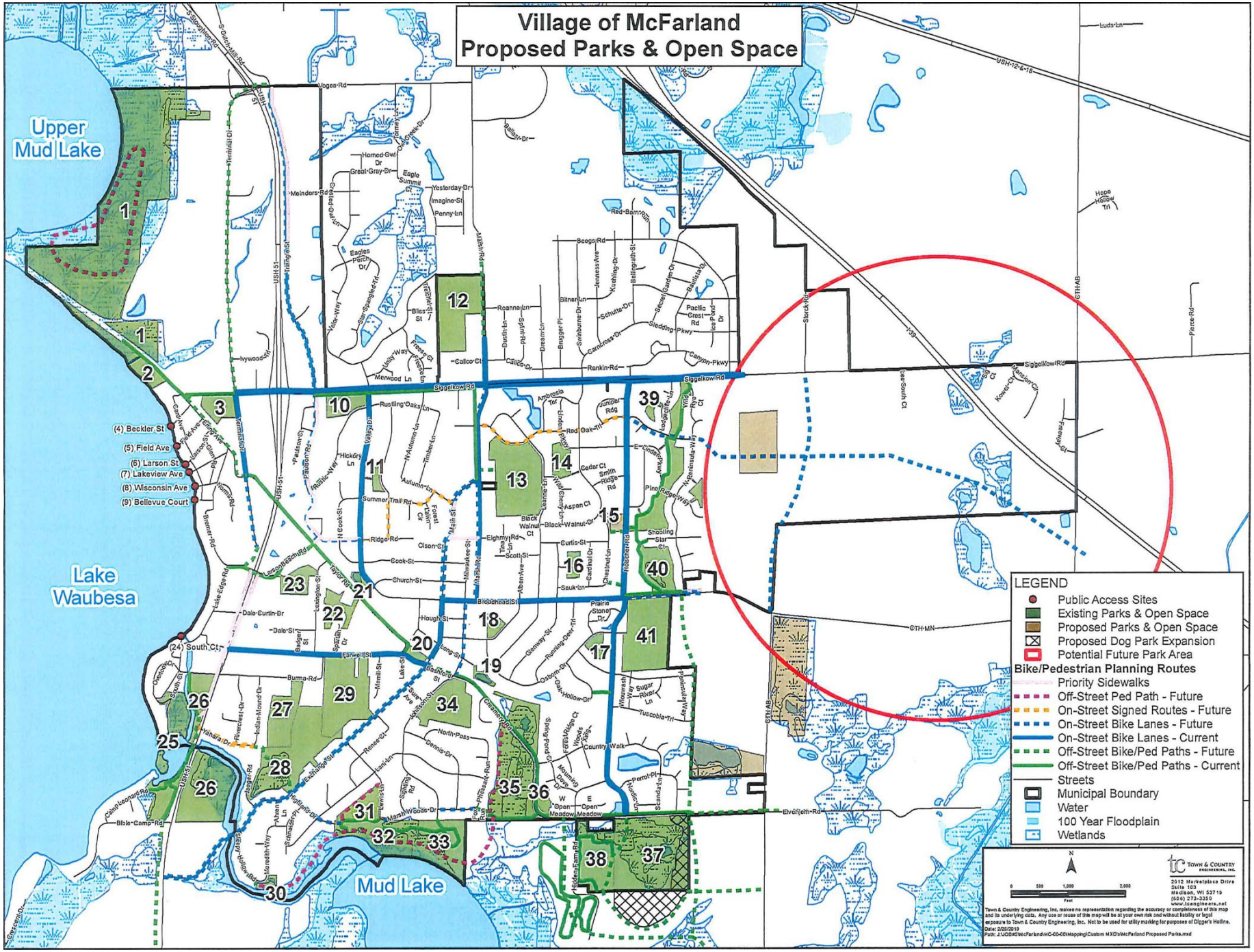
- (A) **Maintain compatible setbacks.** Extra-shallow or deep setbacks interrupt neighborhood form and place incompatible activities next to each other.
- (B) **Use scale transitions.** Site taller and bulkier aspects away from adjacent single family homes, tapering down close to residential lot lines. Consider solar access.
- (C) **Back-to-back is best.** Abut back yard of the project to back yards of existing residential uses where possible.
- (D) **Provide gathering and focal points.** This may mean better waterfront access, recreational facilities, places of respite, or art.
- (E) **Manage uses.** Uses that require drive-through lanes, outdoor storage, and bright lights are not the best residential or waterfront neighbors.
- (F) **Keep it green.** Continue and establish landscaped buffers, including natural shoreline restoration. Use walls and fences only where necessary.
- (G) **Use stormwater as a design feature.** Practice progressive storm water management that improves water quality. Design stormwater features as an aesthetic and "natural" element.
- (H) **Limit driveway access.** Direct commercial driveways away from residential streets and to intersections.
- (I) **On-site circulation.** Avoid parking and circulation patterns that result in headlights pointing towards residential windows. Otherwise, use berms, all-season landscaping, or fencing.
- (J) **Hide parking.** Underbuilding, garage, and side yard/rear parking should be the norm in redevelopment projects. Avoid large waterfront parking lots.
- (K) **Details matter.** Carefully site and screen mechanicals, loading areas, dumpsters, lighting, and signage. Direct to yards away from residential neighbors where possible.
- (L) **Consider non-physical solutions.** Explore opportunities to limit hours of operation, deliveries, or other bothersome activities, including time-of-day considerations.

WHY INFILL?

- Utilizes existing roads, utilities, and services.
- Renews obsolete, run-down, and vacant sites.
- Limits conversion of farmland and natural areas elsewhere.
- Increases property tax revenue and re-circulates dollars.
- Diversifies living options for empty-nesters, seniors, young professionals, and workforce.
- Increases shopping, dining, and recreational options.

WHAT STEPS SHOULD "REDEVELOPERS" FOLLOW?

1. **Initial Consultation.** Talk with Community Development Department staff to identify opportunities and pitfalls.
2. **Consistency Evaluation.** Refer to Map 6: Future Land Use and plans for areas like the downtown and Terminal and Triangle Drives. Determine whether a Village plan or ordinance amendment will be required.
3. **Land Control.** Secure option on property. Pursue an extended option period (e.g., 120-180 days) to allow approvals before acquisition is finalized.
4. **Concept Plan Development.** Prepare conceptual site and building plans with initial engineering and stormwater review.
5. **Village Concept Plan Review.** Submit for Village staff and Plan Commission review. This step and the next could be combined or reversed in order, depending on the project.
6. **Neighborhood Meeting.** Meet with neighbors to present the concept and hear and consider comments.
7. **Possible Plan Amendment Request.** State law requires that rezonings be consistent with the comprehensive plan. For simpler projects, this step and the next could be combined.
8. **Rezoning Application.** Determine with Village staff the appropriate zoning district, considering standard Village zoning districts and the PD-I Planned Development Infill district. Include a "general implementation plan" submittal.
9. **Possible Follow-up Meeting.** Assuming approved rezoning, reconnect with the neighborhood, Village staff, and/or Plan Commission to work through detailed issues.
10. **Detailed Implementation Plan.** Include all plans required by ordinance, plus phasing, construction, and operational plans.


Village of McFarland
Proposed Parks & Open Space
Upper Mud Lake
Lake Waubesa
Mud Lake
LEGEND
Public Access Sites
Existing Parks & Open Space
Proposed Parks & Open Space
Proposed Dog Park Expansion
Potential Future Park Area
Bike/Pedestrian Planning Routes
Priority Sidewalks
Off-Street Ped Path - Future
On-Street Signed Routes - Future
On-Street Bike Lanes - Future
On-Street Bike Lanes - Current
Off-Street Bike/Ped Paths - Future
Off-Street Bike/Ped Paths - Current
Streets
Municipal Boundary
Water
100 Year Floodplain
Wetlands
Town & Country Engineering, Inc.
2012 Marketplace Drive
Suite 103
Madison, WI 53719
(608) 273-3350
www.tcengineers.net
Town & Country Engineering, Inc. makes no representation regarding the accuracy or completeness of this map and its underlying data. Any use or reuse of this map will be at your own risk and without liability or legal exposure to Town & Country Engineering, Inc. Not to be used for utility marking for purposes of Digger's Hotline.
Date: 2/25/2019
Path: J:\JOB\MC\McFarland\MC-00-00\Mapping\Custom MXD's\McFarland Proposed Parks.mxd

6303 Jaeger Road Public Utilities
Stormwater Main
Sewer Main
Water Main
Water Main
Fire Hydrant H35
Sewer Main
C1306
SA308
C1307
Yahara Dr
C1308
C1309
H170
SA313
8" - 316 FT
8" - 200 F
Nadan Mound Dr
H35
SA317
18" - 216 FT
18" - 115 FT
SA318
18" - 243 FT
H112
Jaeger Rd
880
875
865
860
850
845

PROTEST PETITION TO THE VILLAGE OF MCFARLAND BOARD REGARDING 6303 JAEGER ROAD PLANNED DEVELOPMENT INFILL REZONE AND CONDO PLAT

Pursuant to Section 62-344 of the McFarland Code of Ordinances, the identified properties below are located immediately adjacent to and/or are located within 100 feet of 6303 Jaeger Road.

PROPERTY OWNERS' QUALIFICATION, ACKNOWLEDGEMENTS AND SIGNATURES

Each of the following owners of their identified properties acknowledge that they are the legal owner(s) thereof and affirm that they have duly signed this Protest Petition in opposition to the proposed rezoning application to 6303 which has a current zoning status of R-1 Single Family Residential. The undersigned further acknowledge that any rezoning application, change and/or amendment shall not become effective except by favorable vote of three-fourths of the full Village Board membership.

OWNERS' PROPERTIES AND SIGNATURES

Sign: _____ **Date:** 11/5/22
Luke Addesso or Macauly Addesso
Property Address: 4727 Yahara Dr
Parcel No. 061003340041
Immediately adjacent to 6303 Jaeger Road (A)

Sign: _____ **Date:** 11-7-22
John S Schoenberger or Vicki Holten
Property Address: 4730 Yahara Dr
Parcel No. 061003308313
Within 100 feet street frontage of 6303 Jaeger Road (B)

Sign: Patricia Ryan **Date:** 11-8-22
James Ryan or Patricia Ryan
Property Address: 6211 Indian Mound Dr
Parcel No. 061003308108
Within 100 feet street frontage of 6303 Jaeger Road (C)

Sign: _____ **Date:** 11-5-22
Michael Hardiman or Elisabeth Pentony
Property Address: 4723 Yahara Dr
Parcel No. 061003341961
Within 100 feet street frontage of 6303 Jaeger Road (D)

Sign: Scott McElroy Date: 11/5/2022

Scott McElroy or Prudence Harper
Property Address: 6213 Rivercrest Dr
Parcel No. 061003323832
Within 100 feet street frontage of 6303 Jaeger Road (E)

November 8, 2022

Village of McFarland Plan Commission
5915 Milwaukee Street
McFarland, WI 53558
community.development@mcfarland.wi.us

RE: Ordinance No. 2022-16
Ordinance Rezoning 6303 Jaeger Road from R-1 to PD-I

Village of McFarland Plan Commission,

We are writing to express opposition to Ordinance No. 2022-16, the proposed rezoning of 6303 Jaeger Road from R-1 to PD-I. Changing the zoning for this property would be inconsistent with the Village of McFarland's Comprehensive Plan and the Future Land Use Map. The Comprehensive Plan shows 6303 Jaeger Road zoned as R-1 single family residence. The surrounding neighbors, like ourselves, have the right to rely on that plan. We relied on this plan when we purchased our neighboring home in May 2021. We also relied on the plan when we chose to make significant improvements to our lot and house (i.e. new roof, windows, exterior paint, driveway, and detached garage). We made these decisions under the assumption that our neighbors' existing home, outbuildings, and wooded lot would remain relatively stable and consistent with the adjacent single-family dwellings given the R-1 zoning designation.

We sympathize with the owners of 6303 Jaeger Road and their desire to fully develop their land with additional single-family dwellings. However, given the limited amount of detail provided on the structures and their locations within the proposed condo lots, we are opposed to the potential outcomes as a result of rezoning the land from R-1 to PD-I.

More specifically, we are concerned that section 8.02 of the proposed Declaration of Condominium-Jaeger Estates Condominium (the "Declaration") provides that any unit may be separated into two or more units as permitted by Wisconsin law with the written consent of the Condominium Association. In other words, pursuant to section 7.02 of the Declaration, the petitioners have total control of the Association and therefore total control over the ultimate number of units that can be created until 50% or more of the property is sold or conveyed to others.

The minimum lot area required for R-1 zoned properties is 10,000 square feet pursuant to the Village's residential district bulk standards set forth in section 62-70 of the zoning code. Units 1, 2, and 3 of the proposed condominium development contain 93,703 square feet which would support a maximum of 9 single-family dwellings (the existing home plus 8 additional homes).

If the Village grants the petitioners' application to rezone the property from R-1 to PD-I, it could lose control of the ultimate number of dwellings constructed in our single-family neighborhood.

The possibility of a larger multi-unit development would not be prohibited if the rezoning proposal is approved. This, or any type of condominium development, is not consistent with the Village Comprehensive Plan nor the Future Land Use Map and must be denied.

In addition, this development is located almost entirely within the Village's shoreland zoning district (within 300' of the Yahara River). Pursuant to section 62-704 and the McFarland Comprehensive Plan, a main priority for the future development of McFarland is to "Enhance the quality of McFarland's lake and river". A dense single-family housing development on the banks of the river presents significant risk of pollutants and sediment runoff being discharged into the Yahara River, introducing unnecessary harm to a natural resource that McFarland is attempting to preserve.

We hope that you consider our opposition to the proposed rezoning.

Thank you,

Macauly & Luke Addesso

Macauly and Luke Addesso
4727 Yahara Drive
McFarland, WI 53558

BoardmanClark

MICHAEL J. LAWTON
ATTORNEY
MLAWTON@BOARDMANCLARK.COM
DIRECT (608) 286 7236
FAX (608) 283 1709

November 9, 2022

Via Electronic Mail

Mr. Andrew Bremer, AICP
Community & Economic Development Director
Village of McFarland
5915 Milwaukee Street
PO Box 110
McFarland, WI 53558

RE: 6303 Jaeger Road, McFarland, WI – Rezone and Condo Plat

We represent the applicant with respect to the above-captioned matter, Jerry and Dawn Reiter, and understand that a Protest Petition and letter from certain neighbors of the subject property have been filed in your office in opposition to the proposed project.

At this time we wish to make the following comments in response to the Protest Petition and the letter, and in support of the proposed rezoning and condo plat application:

1. The propose rezoning will create 3 condo units, each of which will contain one detached single-family residence, for a total of 3 detached single-family housing units. There is already one detached single-family residence on the property, so this application will result in no more than 2 additional detached single-family housing units on the entirety of the property.

   See paragraph 3 of the application cover letter, which states that "The proposed condominium plat would create 3 units, each intended to contain one detached dwelling intended for occupancy by a single family."

   See also the paragraph titled "Description of the Proposed Development" on page 1 of the proposed General Development Plan for Jaeger Condominium, 6303 Jaeger Road, which states in part as follows: "The Property currently contains one single family residence. The proposal is to create a condominium plat that will contain three units with each unit containing one detached single-family residence. The existing residence will be contained within one of the units in the condominium plat, as shown thereon. Two new detached single-family residences will be built."

   Given the above description, the proposed zoning change is not inconsistent with the Village's Comprehensive Plan and Future Land Use Map, which provides that this land will be used for detached single family lots, and that will still be the

case after this rezoning is approved and the project is completed. The proposed development will not adversely affect the adjoining lands and will not introduce any "unstable" development of any kind in the area nor any development which is not consistent with the adjacent single-family dwellings.

The intention of the applicant is for all of the units in the proposed development to be occupied by family members of the current owners.

2. The condominium declaration is the standard instrument used for condominium plats of this type. The development must conform to the General Development Plan, which controls in all cases. The condominium declaration can not override any of the zoning documents. The Village can enforce these requirements as it does for any other zoning violations.

3. The statement by the opponents that more than one single-family residence can be located within each unit of the condo plat is legally incorrect. The General Development Plan text governs, so this is not possible. There is no way that the Village can lose control of the number of dwelling units in this development given the wording in our proposed General Development Plan, which clearly limits the number of houses. Multi-family dwellings are specifically not allowed, as the General Development Plan requires that all of the residences be detached single-family residences.

4. This proposed development is not a dense development, as it is only 3 detached single-family houses, one of which is already existing in the neighborhood.

5. The specific manner in which the development of the two new houses occurs will be reviewed and approved by the Village when an application is made for approval of the detailed implementation plan to be submitted to the Village at a future date.

If you have any further questions, please feel free to contact me,.

Sincerely,

BOARDMAN & CLARK LLP

Michael J. Lawton

REUTER, WHITISH & EVANS, S.C.
ATTORNEYS AT LAW
44 EAST MIFFLIN ST., SUITE 306
MADISON, WISCONSIN 53703

TELEPHONE
(608) 250-9053

FACSIMILE
(608) 250-9054

ALLEN D. REUTER
BARBARA O. WHITISH (1952-2013)
DANIEL J. EVANS
DAVID D. RELLES
KEVIN F. MILLIKEN (OF COUNSEL)

MEMORANDUM

To: Andrew Bremer, Community & Economic Development Director
From: Allen D. Reuter, Village Attorney
Date: November 11, 2022
Re: Protest Petition – 6303 Jaeger Road Rezoning

You have asked for my opinion whether the protest petition filed by neighbors of the above property is sufficient to require a ¾ vote by the Village Board for approval of rezoning of the parcel. Protest petitions are allowed under §62-344 of the McFarland Municipal Code which, as applicable to rezoning, provides as follows:

> (a)In the event of a protest against amendment to the Zoning Map, duly signed and acknowledged by the owners of 20 percent or more, either of the areas of the land included in such proposed change, or by the owners of 20 percent or more of the land immediately adjacent extending 100 feet therefrom, or by the owners of 20 percent or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such changes or amendments shall not become effective except by the favorable vote of three-fourths of the full Village Board membership.[1]

Therefore, if the petition contains the requisite number of owner signatures, a ¾ vote of the entire membership of the Village Board would be necessary to approve the pending zoning application.

I have confirmed though the available real estate records that the parties listed in the petition's signature blocks are the title holders of the respective properties listed, except that Patricia Ryan does not have a recorded interest in 6211 Indian Mound Dr. That property is titled only in the name of James Ryan. Therefore, I do not believe the Ryan parcel can be counted in determining the 20% threshold. However, the Ryan parcel is not necessary to meet the 20% standard by my calculation.

The petition does contain signature blocks for the owners of more than 20% of the lands within 100 feet of the subject parcel. However, each signature block, with the exception of the Ryan parcel as noted above, is signed by only one owner and not the joint owners. In my opinion, while

[1] The ordinance mirrors a former provision in the Wisconsin zoning enabling statute (Wis. Stats. §62.23(7)(d)2m.a). The statutory right to file protest petitions was repealed by the Legislature effective April 3, 2018, but the ordinance remains in effect.

the number of neighboring parcels represented in the petition is sufficient, the number of signatures does not meet the requirements of the ordinance.

The ordinance requires that the petition be "signed and acknowledged by *the owners* of 20 percent or more . . . of the land immediately adjacent extending 100 feet" from the property being rezoned. It refers to "the owners" rather than just "an owner." In my opinion, in order for a property to be counted toward the 20% requirement, signatures of all owners of that parcel must be included in the petition.

I was not able to find any definitive caselaw interpreting the phrase "the owners" specifically in the context of protest petitions. There is, however, an unpublished Court of Appeals decision interpreting the identical phrase in the context of an annexation challenge. *Town of Beloit v. City of Beloit*, 142 Wis. 2d 936, 417 N.W.2d 196 (Ct. App. 1987)(unpublished decision). In that case, the Court invalidated a unanimous annexation because one woman signed for her husband who had suffered a stroke. The Court found that the annexation petition was not unanimous given the lack of a signature of the husband. The court noted that a petition is unanimous only if it is signed by all of the owners of the affected properties, based on the statute requiring the signatures of "the owners of all of the real property" included in the annexation.

A later case did involve the invalidation of a zoning protest petition based on the fact that only one owner of jointly held property had signed the petition. In *Merkel v. Village of Germantown*, 218 Wis. 2d 572, 581 N.W.2d 552 (Ct. App. 1998), a Village attorney determined that 5 of 12 protest petitions against a rezone petition were invalid because only on joint owner of the relevant property signed the petition. The rezoning was approved by a majority vote, but not ¾ of the Zoning Board. The circuit court determined that the 5 disqualified petitions should have been counted and the Court of Appeals reversed. The decision, however, was based on the determination that the challenge to the Village Attorney's opinion came too late in the litigation, so the court did not address the merits of that issue. Therefore, while factually similar to the issue here, the *Merkel* case did not establish any helpful precedent.[2]

Despite the lack of judicial interpretation, the plain language of the ordinance requires that the protest petition be signed by the owners (plural) of all of the properties in order for them to count in the 20% calculation. It is my opinion that the petition, as currently signed, is not sufficient to trigger §62-344 of the Code, and the rezoning application may be approved by a simple majority vote of the Board.

I have reviewed the proposed condominium plat and the proposed Declaration of Condominium submitted by the applicant. The Declaration incorporates my previous recommendations and I have not further comments on it. I do, however, recommend postponing action on the plat until the Detailed Plan is approved so that the Village may assure that the property is developed as proposed.

---

[2] The only other case that could be located directly addressing this question is *Mariemont Corporation v. White City Water Improvement District*,, 341 Utah Adv. Rep. 3 (1998)("where a jointly owned piece of property is involved, all property owners must sign the withdrawal petition for any signature of an owner of that piece of property to be valid). While that decision is consistent with my opinion, it was issued by a Utah court, and is not precedent in Wisconsin.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, November 15, 2022**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Public Hearing regarding a Condominium Plat and request from Jaeger Estates Condominium Association, Inc Jerry and Dawn Reiter for the property located at 6303 Jaeger Road, McFarland, WI**

PREVIOUS ACTION:

ISSUE SUMMARY:
The condominium plat requires a separate public hearing under Sec. 56-8 of the Subdivision Code. Staff has consolidated all background and summary information regarding this development under agenda Item 4b. At this time, there were no recommended conditions of approval regarding the condominium plat from the Village Attorney, Department Staff, Village Engineer, Director of Public Works, Fire Chief or Police Chief. However, Staff recommends that consideration of a recommendation to approve the condominium plat could be postponed by the applicant/Village until the Planned Development Infill Detailed Implementation Plan is submitted for approval in the event that the further detailed design of the development creates a need to revise the condominium plat or any of its associated declarations or bylaws.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:
Sec. 56-8. Condominium developments

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
This item is for a public hearing and discussion only. Action on this application will be considered at the Plan Commission's December 20, 2022 meeting.

ATTACHMENTS:
None

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, November 15, 2022**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Discussion and possible action on a site design review permit submitted by Kwik Trip for the addition of a walk-in cooler and freezer to the rear of the building at 4701 Farwell Street, McFarland, WI**

PREVIOUS ACTION:
November 19, 2012 - Plan Commission approval of CUP and Site Design Review Permit to allow for renovation and expansion of the Kwik Trip Convenience Store as presently constructed.
September 15, 2014 - Amendment to CUP from November 19, 2012, contingency of annual review for 24 hours a day / 7 days a week to be removed.

ISSUE SUMMARY:
Kwik Trip is requesting approval for a site design review permit for the addition of a walk-in cooler and freezer on the south-facing rear wall of their existing building. The proposed addition is approximately 36 feet long by 8 feet wide, or 306 square feet. The addition will also relocate an existing gas meter on the same wall, slightly east. The addition will allow Kwik Trip to reproduce the existing interior for additional kitchen space, such as available work and counter space, shelving, and an additional cooler.

Existing Property Conditions
The existing property is 1.57 acres and currently zoned C-H, Highway Commercial. The existing building is approximately 6,700 sq. ft., excluding the detached gas canopy. Under the canopy are 11 gas pumps. There are 19 available parking stalls located to the west and north of the existing building. Two of those parking stalls are ADA accessible. The Kwik Trip property includes three driveways to the north, west and south of the property. The existing garbage enclosure is located at the rear of the building towards Burma Road and connects to the southern driveway. The rear of the building consists of foundational shrub plantings, mulch and stone, a dry stormwater basin, and a landscaped mound that screens the rear of the building from views along Burma Road. Refer to enclosed photos.

Site Design Review, Sec. 62-310(e)

- Grading. No grading plan was provided with the application. The area of the proposed addition is relatively flat but is in proximity to the rear stormwater basin. The Village Engineer reviewed the site plan and recommended approval should be conditioned on the bottom footprint of the stormwater area not being impacted during construction or by

the permanent addition.

- Landscaping. No landscaping plan was provided with the application. The proposed building area includes several existing small and medium deciduous shrubs that will be removed as part of the construction project. Based on the proposed addition's floor area of 306 sq. ft., a total of 1.5 points in landscaping is required for this addition. The November 19, 2012 approved site design permit to expand the Kwik Trip convenience store required 508 points to be provided for the project. The applicant provided 1155 points for the development at the time, an excess of 647. Therefore, the site has sufficient landscaping to offset the loss of the existing shrubs and accommodate the increased building size. Although still at a surplus in points provided, Staff recommends installation of one medium deciduous shrub on both the east and west sides of the proposed addition, and the replacement of any rear yard landscaping damaged or destroyed during the course of construction, excepting that area within the proposed building addition footprint.
- Building Relationship. The proposed addition will meet the side and rear setback and building height requirements of the C-H District.
- Lighting. The proposed addition does not include any additional lighting to the structure.
- Utilitiy Service. The proposed addition will add freezer and cooler mechanical equipment to the roof of the addition. The existing rear yard berm and trees will assist in screening the mechanical equipment from public view along Burma Road.
- Building Design. The proposed addition will look to incorporate a consistent brick aesthetic and material to that of the existing building.

Other Staff Comments
No items of concern were expressed by the Director of Public Works, Fire Chief or Police Chief.

Public Comments
No public comments submitted to the Department prior to publication of the packet.

FINANCIAL/BUDGET IMPACT:
The applicant will assume all costs related to the request.

VILLAGE PLAN REFERENCE:
Comprehensive Plan, 2017. The Future Land Use Map 6 identifies the property as Highway and General Commercial.

ORDINANCE REFERENCE:
Sec. 62-72. - Bulk Standards, Commerical Districts
Sec. 62-310. - Site Design Review

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Motion, second, to approve the site design review permit submitted by Kwik Trip with the following conditions:

1. Maintaining compliance with those recommended conditions of approval from the Village Engineer's staff report dated November 10, 2022.
2. Installation of one medium deciduous shrub on both the east and west sides of the proposed addition, and the replacement of any rear yard landscaping damaged or destroyed during the course of construction, excepting that area within the proposed building addition footprint.

ATTACHMENTS:

1. 4701 Farwell Street Kwik Trip Site Design Permit_09.21.2022
2. 4701 Farwell Street_Kwik Trip_VE Review Ltr_11.10.2022
3. 4701 Farwell Street Kwik Trip Rear Expansion Photos_11.08.22

VILLAGE OF

McFarland

Community & Economic Development

Plan Commission Application – 2022

~Application must be completed in full~

Applicant - Owner	HRZ, LLP	Applicant's Agent	Ted Cone
	Kwik Trip	Name	Project Mgr.
Address	1626 Oak St La Crosse, WI 54602	Address	1626 Oak St. La Crosse, WI 54602
Email	TCone@KwikTrip.com	Email	TCone@KwikTrip.com
Phone #	608-781-8988	Phone #	608-793-5976
Fax #	N/A	Fax #	N/A

Parcel No(s). 061003253211 **Type of Proposal – Please check boxes below that apply**

Requires Public Hearing (Class One)	FEES	Requires Public Hearing (Class Two)	FEES	Public Hearing Not required	FEES
❑ Preliminary Plat	$500+AF	❑ Conditional Use	$425+F	❑ Annexation	At cost
❑ Preliminary Plat (reapplication)	$500+BF	❑ Rezoning (map)	$475+F	❑ Dev. Agreement Including Addendums	$400 F
❑ Certified Survey Map	$300+FG	❑ Zoning Amendment (text)	$475 +F	❑ Final Plat	$500 +CF
❑ Condominium	$300+EF	❑ USA/MMSD Annexation	At cost	❑ Final Plat (reapplication)	$400 +DF
❑ Comprehensive Plan Amendment	$500+F			☒ 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
☒ Site/Design Review (less than 2,000 sq. ft.)	$1,000
❑ Site/Design Review (2,000 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/request. (Attach additional paper if needed)

PLEASE READ AND SIGN AT THE BOTTOM ON THE REVERSE SIDE

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.)**

Submittal Requirements: One (1) hard copy 8 ½ x 11, except site plan sheets which should be 11 x 17, and one (1) electronic (pdf) copy. A completed in full application can be submitted to the Community Development Department (5915 Milwaukee Street, McFarland, WI 53558, community.development@mcfarland.wi.us), with fees included with submittal **by *NOON of the deadline day**, according to the schedule below.

Village of McFarland Plan Commission 2022 Schedule

The Village of McFarland Plan Commission normally conducts meetings on the third Tuesday of each month, unless otherwise noted below 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; potential agenda item materials are required to be submitted per the schedule listed below.

***Submittal Deadline Noon on:**	**For Scheduled 2022 Meeting date of:**
December 7 (2021)	January 18
January 11	February 21
February 8	March 21
March 8	April 18
April 5	May 17
May 10	June 21
June 7	July 19
July 5	August 16
August 9	September 20
September 6	October 18
October 4	November 15
November 8	December 20 (Pending)
December 6	January 17, 2023 (Pending)

Note, applications requiring a public hearing will be scheduled for a hearing according to the schedule above, with action considered at the next scheduled Plan Commission meeting following the public hearing. Applicants are encouraged to contact the Community & Economic Development Director for a pre-application meeting to review the project and submittal requirements prior to submitting an official application.

Acknowledgements:

- 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. Materials submitted for review after the submittal deadline date, or incomplete submittals, may be held over until the next scheduled meeting.
- I understand any fees not paid for (i.e. legal notices, mailings, consultant review costs, etc.) will require any permits to be withheld until all payments are made in full. In addition, all application fees are non-refundable.
- I understand Plan Commission applications requiring a Public Hearing will not be acted on the same night as the Public Hearing.

X _____ _____
Signature of Applicant/Agent Date

KWIK TRIP

FREEZER / COOLER ADDITION FOR KWIK TRIP #766 MCFARLAND, WI

GENERAL NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS INCLUDING LOCATIONS OF EXISTING UTILITIES AND EASEMENTS.
- ALL WORK SHALL BE IN COMPLIANCE WITH LOCAL, STATE AND NATIONAL CODES FOR RESPECTIVE TRADES.
- DO NOT SCALE DRAWINGS.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS.
- PROVIDE ILLUMINATED EXIT LIGHTS @ ALL EXTERIOR DOORS PER PLAN
- PROVIDE FIRE EXTINGUISHERS @ THE LOCATIONS SHOWN ON THE PLANS
- EXIT DOORS SHALL HAVE SUCH FASTENING OR HARDWARE THAT THEY CAN BE OPENED FOR THE INSIDE BY TURNING SINGLE LEVER (USING A CLOSED FIST) WITH OUT THE USE OF A KEY
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING EXPANSION/CONTROL JOINTS IN ALL MATERIALS, SYSTEMS AND BUILDING CONFIGURATIONS INCLUDING CAULKING AS REQUIRED. JOINTS SHALL BE PLACED NO MORE THAN 30 TIMES THE SLAB THICKNESS O.C. BOTH DIRECTIONS IN CONCRETE SLABS, 20' TO 25' O.C. FOR MASONRY WALLS AND 20' TO 30' O.C. BOTH DIRECTIONS FOR GYPSUM BOARD WALLS, SOFFITS, CEILINGS, ETC.
- INFORMATION PERTAINING TO EXISTING CONDITIONS IS BASED ON AVAILABLE RECORDS AND/OR VISUAL INSPECTION OF THE EXISTING CONDITIONS. WHILE SUCH DATA HAS BEEN COLLECTED WITH REASONABLE CARE, THERE IS NO EXPRESS OR IMPLIED GUARANTEE THAT CONDITIONS SO INDICATED ARE ENTIRELY REPRESENTATIVE OF THOSE ACTUALLY EXISTING. CONTRACTORS SHALL NOTIFY THE ARCHITECT AT ONCE OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND ACTUAL CONDITIONS ENCOUNTERED. ALL EXISTING BUILDING/FLOOR HEIGHTS AND DIMENSIONS WHERE NEW WORK OCCURS SHALL BE VERIFIED BY ALL TRADES PRIOR TO STARTING CONSTRUCTION.
- THE OWNER AND/OR CLIENT HAS ASSUMED RESPONSIBILITY FOR ALL BIDDING, AND RELATED DETAILS.
- ALL DETAILS NOT INDICATED SHALL BE THE RESPONSIBILITY OF THE OWNER AND CONTRACTOR.

BUILDING INFORMATION

- BUILDING OCCUPANCY: 'M' MERCANTILE
- CONSTRUCTION TYPE: VB
- BUILDING AREA: 5,766 SQ. FT.
- FIRE PROTECTION: N/A
- OCCUPANT LOAD: 68 PEOPLE

LOCATION MAP

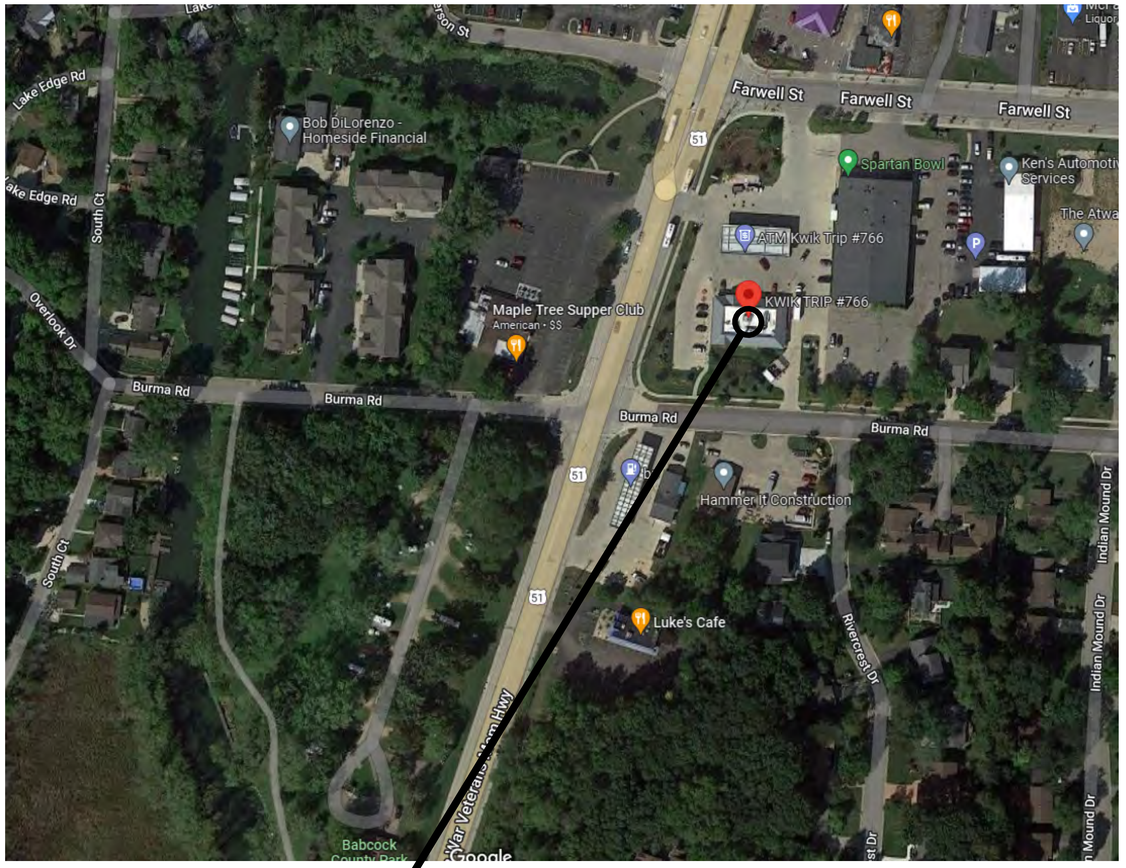


PHOTO BY: GOOGLE

NORTH

4701 FARWELL ST.
MCFARLAND, WI 53558

SHEET INDEX

GENERAL
G001 COVER SHEET
G002 CODE / LIFE SAFETY PLAN

ARCHITECTURAL SITE
AS001 ARCHITECTURAL SITE PLAN

ARCHITECTURAL DEMOLITION
AD001 DEMOLITION PLAN

STRUCTURAL
S101 FOUNDATION PLAN

ARCHITECTURAL
A101 MAIN LEVEL PLAN
A102 MAIN LEVEL REFLECTED CEILING PLAN
A103 ROOF PLAN
A201 EXTERIOR ELEVATIONS
A501 DETAILS
A801 EQUIPMENT PLAN

PROJECT DIRECTORY

OWNER:
KWIK TRIP, INC
1626 OAK STREET
LA CROSSE, WI 54603
PHONE: 608.781.8988

STRUCTURAL DESIGN:
FINK HOREJSH LLC
N9494 STATE ROAD 69
NEW GLARUS, WI 53574
PHONE: 608.658.1257

ARCHITECT:
RIVER VALLEY ARCHITECTS, INC.
3300 BIRCH STREET, SUITE 1A
EAU CLAIRE, WI 54703
PHONE: 715.832.0875

RIVER VALLEY ARCHITECTS
KWIK TRIP STORES
KWIK STAR STORES
KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54603-2107
PH. (608) 781-8988
FAX (608) 781-8960

KWIK TRIP #766
FREEZER / COOLER ADDITION
4701 FARWELL ST. MCFARLAND, WI 53558

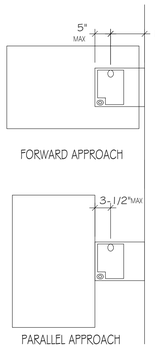
MARK	DATE	DESCRIPTION

DRAWN BY: AD
PM: BLC
JOB NO: 22-122
DATE: 08.01.2022

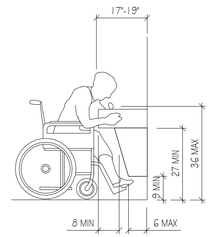
COVER SHEET
G001

SET TYPE - PERMIT

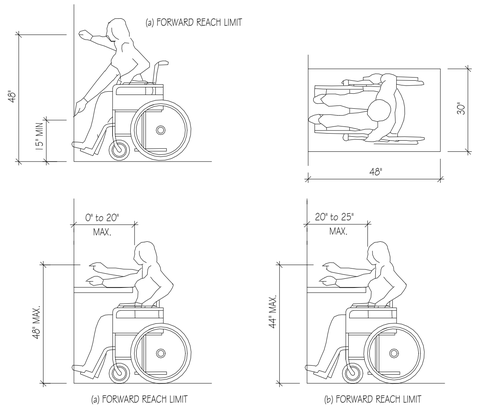
8/31/2022 1:40:11 PM C:\Users\shanet\OneDrive - River Valley Architects, Inc\Documents\22-122 Kwik Trip #766 R_22_LOCAL_shane79PD3.rvt



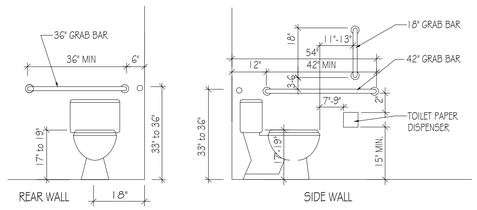
WATER COOLERS



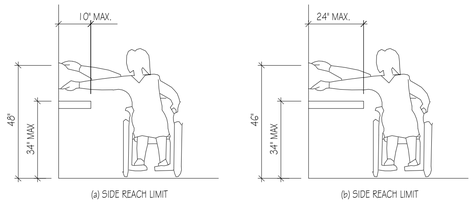
SPOUT HEIGHT AND KNEE CLEARANCE



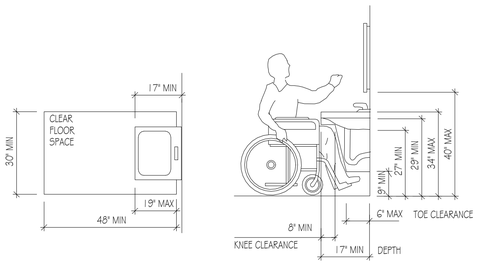
NOTE: CLEAR KNEE SPACE SHOULD BE AS DEEP AS THE REACH DISTANCE (30" X 48" CLEAR FLOOR SPACE REQUIRED)



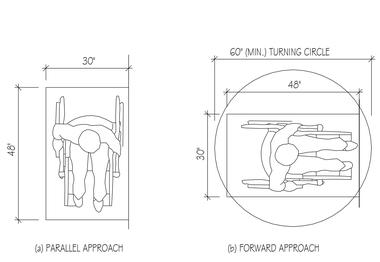
WATER CLOSETS



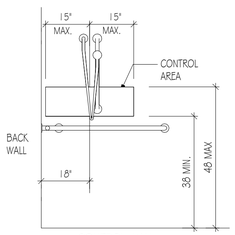
REACH DIMENSIONS OVER AN OBSTRUCTION.



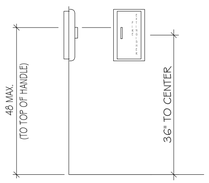
LAVATORIES



MINIMUM CLEAR FLOOR SPACE FOR WHEELCHAIRS.

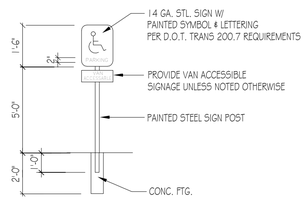


ROLL-IN SHOWER STALL
SHOWER CONTROLS



STANDARD FIRE EXTINGUISHER MOUNTING HEIGHT

FIRE EXTINGUISHERS



PARKING SIGN

ACCESSIBILITY DIAGRAMS

BUILDING CODE INFORMATION

1. BUILDING OCCUPANCY: MERCANTILE 'M'

2. BUILDING AREAS: 5,766 SQ. FT.

3. NUMBER OF STORIES/BUILDING HEIGHT: 1

4. TYPE OF CONSTRUCTION: VB

5. SPRINKLER REQUIREMENTS: NON-SPRINKLED

6. OCCUPANT LOAD:
a. MERCANTILE @ GRADE FLOOR: 3,595 SQ. FT./60 = 60 PERSONS
b. MERCANTILE @ STOCK AREA: 2,171 SQ. FT./300 = 8 PERSON

7. TOTAL OCCUPANTS: REQUIRED EGRESS WIDTH: 68 X .2 = 13.6"
a. EGRESS WIDTH PROVIDED: APPROXIMATELY 72"

8. ALLOWABLE EXIT TRAVEL DISTANCE: 200' MAX

9. PLUMBING FIXTURES:
c. WATER CLOSETS
i. MALE - 1 REQUIRED, 2 WATER CLOSETS & 2 URINALS PROVIDED
ii. FEMALE - 1 REQUIRED, 3 PROVIDED
-LAVATORIES
a. MALE - 1 REQUIRED, 2 PROVIDED
b. FEMALE - 1 REQUIRED, 2 PROVIDED
c. WATER COOLERS - 1 PER 1,000, 1 PROVIDED @ SODA STATION
d. SERVICE SINKS - 1 REQUIRED, 1 PROVIDED

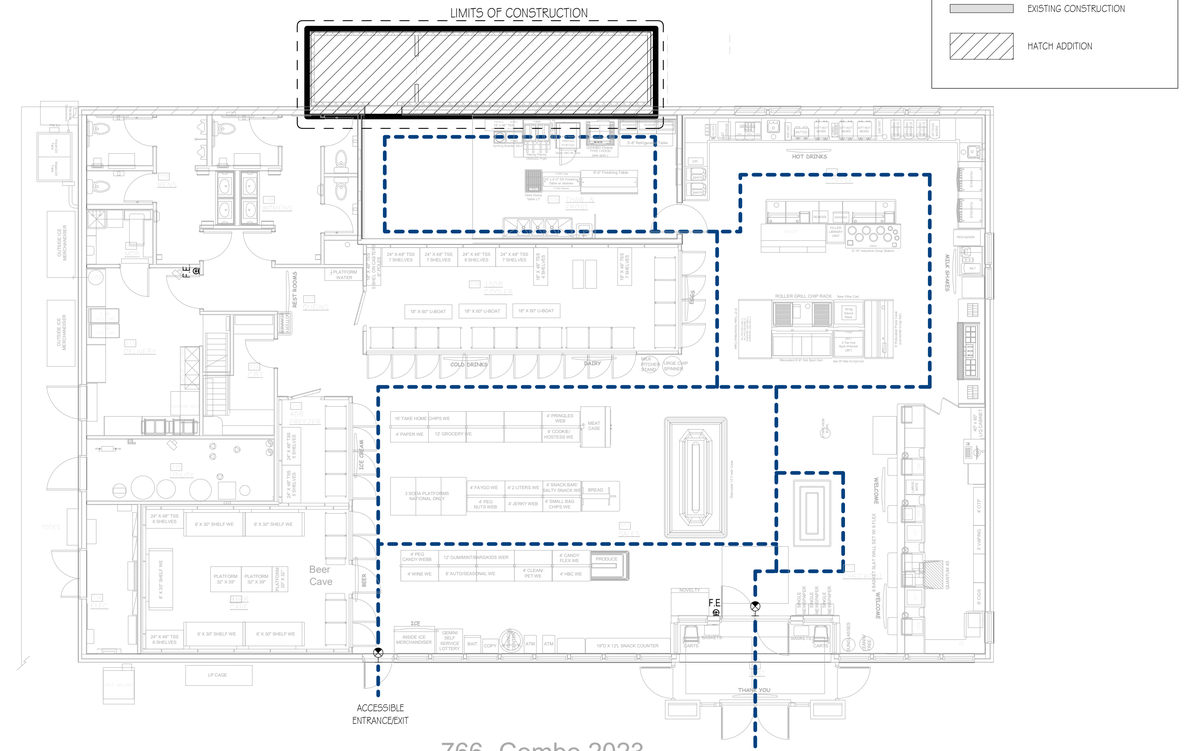
NOTE: KWIK TRIP PROVIDES FREE CUPS OF WATER FROM SODA MACHINE TO ALL WHO ENTER

CODE PLAN LEGEND

MEANS OF EGRESS:
- EGRESS PATH
- EXIT LIGHT

FIRE EXTINGUISHERS:
- F.E. FIRE EXTINGUISHER

WALLS:
- PROPOSED CONSTRUCTION
- EXISTING CONSTRUCTION
- HATCH ADDITION



NORTH

1 G002 CODE PLAN
1/8" = 1'-0"

RIVER VALLEY ARCHITECTS

KWIK TRIP STORES

KWIK STAR STORES

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54603-2107
PH. (608) 781-8988
FAX (608) 781-8960

KWIK TRIP #766
FREEZER / COOLER ADDITION
4701 FARWELL ST. MCFARLAND, WI 53558

MARK	DATE	DESCRIPTION

DRAWN BY: AD
PM: BLC
JOB NO: 22-122
DATE: 08.01.2022

CODE / LIFE SAFETY PLAN

G002

SET TYPE - PERMIT

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NORTH

ARCH. SITE PLAN (A5001)

1" = 30'-0"

3" = 1'-0"
1 1/2" = 1'-0"
3/4" = 1'-0"
1/2" = 1'-0"
3/8" = 1'-0"
1/4" = 1'-0"
1/8" = 1'-0"
1/16" = 1'-0"

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RIVER VALLEY ARCHITECTS

KWIK TRIP STORES

KWIK STAR STORES

KWIK TRIP, Inc.
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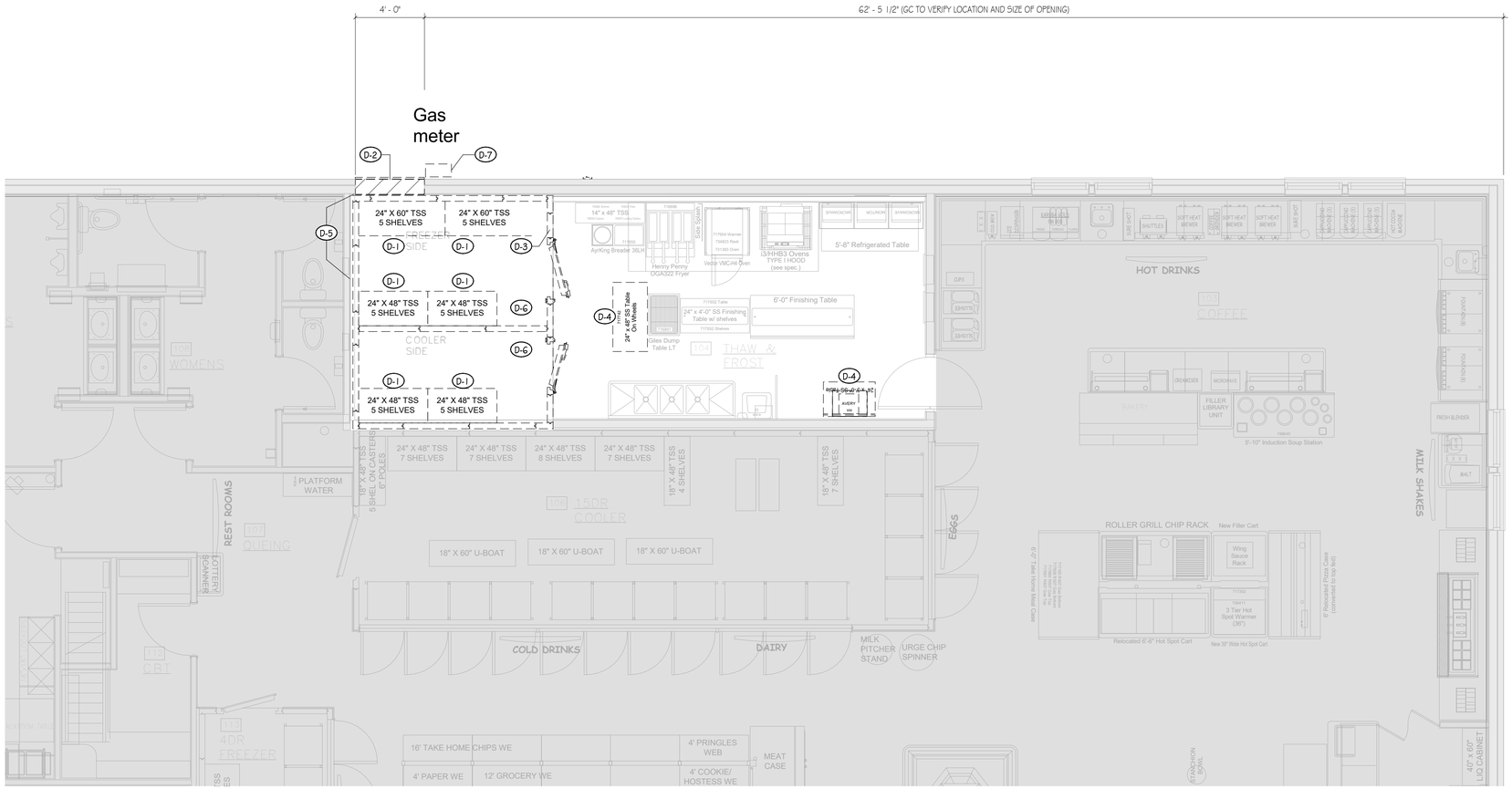
ARCHITECTURAL SITE PLAN

A5001

SET TYPE - PERMIT



S
E W
NORTH

1 AD001 DEMOLITION PLAN
1/4" = 1'-0"

DEMOLITION GENERAL NOTES

A. EACH CONTRACTOR & SUBCONTRACTOR SHALL VERIFY ALL ITEMS IDENTIFIED FOR REMOVAL BY OWNER PRIOR TO START OF CONSTRUCTION.
B. IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR CONTRACTOR/SUBCONTRACTOR TO HAVE ANY ITEMS SCHEDULED FOR DEMOLITION TESTED FOR THE PRESENCE OF HAZARDOUS MATERIALS. ANY ITEMS FOUND TO CONTAIN HAZARDOUS MATERIALS SHALL BE LEGALLY REMOVED AND DISPOSED OF IN COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS.
C. EACH CONTRACTOR/SUBCONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO BIDDING AND START OF CONSTRUCTION.
D. EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING WALLS, FLOORS, FINISHES, ETC. AS REQUIRED DURING CONSTRUCTION. ANY DAMAGE TO EXISTING CONSTRUCTION SHALL BE REPAIRED AS NEEDED AT THE EXPENSE OF THE PARTY CAUSING THE DAMAGE.
E. EACH CONTRACTOR/SUBCONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING & PATCHING THEIR OWN OPENINGS UNLESS OTHERWISE DESIGNATED. RESTORE TO MATCH ADJACENT SURFACES. SKILLED TRADES PEOPLE SHALL BE USED FOR ALL PATCHING TO ENSURE QUALITY WORK.
F. THE GENERAL CONTRACTOR SHALL REVIEW ALL EXISTING WALLS, FLOORS AND CEILINGS WHICH ARE TO REMAIN. ALL NEW HOLES, ABRASIONS AND OPENINGS LEFT FROM THE REMOVAL OF FASTENERS, ETC. SHALL BE FILLED WITH APPROPRIATE MATERIALS TO MATCH THE EXISTING CONSTRUCTION PRIOR TO FINISHING.
G. EACH CONTRACTOR/SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL ITEMS NECESSARY TO CONSTRUCT THE NEW WORK AS DESIGNED, BUT NOT INDICATED HEREIN. EACH CONTRACTOR & SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE REMOVAL OF ALL ITEMS IDENTIFIED ON THE PLANS AS WELL AS ALL ASSOCIATED ITEMS NOT SPECIFICALLY MENTIONED, BUT REQUIRED TO COMPLETE THE WORK (INCLUDING, BUT NOT LIMITED TO SPECIALTY ITEMS, PLUMBING FIXTURES, DIFFUSERS, LIGHT FIXTURES, ETC.). ALL ITEMS TO BE REMOVED SHALL BECOME THE PROPERTY OF THE ASSOCIATED CONTRACTOR OR SUBCONTRACTOR AND SHALL BE LEGALLY DISPOSED OF OFF SITE (UNLESS NOTED OTHERWISE.). ALL ITEMS IDENTIFIED AS REMOVED & REINSTALLED SHALL BE STORED AND PROTECTED BY THE APPROPRIATE CONTRACTOR OR SUBCONTRACTOR UNTIL REINSTALLATION IS COMPLETE.
H. ALL WALLS NOTED TO BE DEMOLISHED SHALL INCLUDE ALL ASSOCIATED INSTALLED ITEMS SUCH AS POWER/DATA OUTLETS, SWITCHES (UNLESS ITEM CONTROLLED IS TO REMAIN), MILLWORK, ETC. UNLESS OTHERWISE NOTED
I. THE OWNER SHALL HAVE THE RIGHT OF FIRST REFUSAL ON ITEMS REMOVED BY ANY CONTRACTOR OR SUBCONTRACTOR WHICH ARE NOT INDICATED TO BE REUSED IN THE CONSTRUCTION OF THIS PROJECT. ANY ITEMS NOT RETAINED BY THE OWNER SHALL BE LEGALLY DISPOSED OF OFF SITE BY THE APPROPRIATE CONTRACTOR/SUBCONTRACTOR.
J. COMPLY WITH APPLICABLE LOCAL, STATE AND FEDERAL CODES AND REGULATIONS PERTAINING TO SAFETY OF PERSONS, PROPERTY AND ENVIRONMENTAL PROTECTION.
K. PROVIDE AND MAINTAIN BARRICADES, LIGHTING AND GUARDRAILS AS REQUIRED BY APPLICABLE CODES AND REGULATIONS TO PROTECT OCCUPANTS OF BUILDING AND WORKERS.
L. ERECT AND MAINTAIN DUSTPROOF PARTITIONS AS REQUIRED TO PREVENT SPREAD OF DUST, FUMES AND SMOKE, ETC. TO OTHER PARTS OF THE BUILDING. ON COMPLETION, REMOVE PARTITIONS AND REPAIR DAMAGED SURFACES TO MATCH ADJACENT SURFACES.
M. IF DEMOLITION PERFORMED IS IN EXCESS OF THAT REQUIRED, RESTORE AFFECTED AREAS AT NO COST TO THE OWNER.
N. REMOVE FROM SITE AND LEGALLY DISPOSE OF REFUSE, DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS.
O. ITEMS SHOWN DASHED TO BE DEMOLISHED TYPICAL UNLESS OTHERWISE NOTED
P. WHERE NEW WALLS CONFLICT WITH EXISTING DATA AND POWER OUTLETS, ABANDON EXISTING OUTLETS AND RELOCATE TYPICAL UNLESS OTHERWISE NOTED
Q. SMOOTH & PREPARE SURFACES FOR NEW FINISH WHERE DEMO OCCURS.

DEMOLITION KEY NOTES

D-1 REMOVE EXISTING SHELVING OWNER/GC TO VERIFY WHAT TO SALVAGE
D-2 REMOVE PORTION OF EXISTING WALL TO ACCOMMODATE NEW OPENING.
(GC TO VERIFY SIZE OF OPENING)
D-3 REMOVE EXISTING COOLER & RELATED COMPLETE.
D-4 REMOVE & SALVAGE EQUIPMENT GC/ OWNER TO VERIFY
D-5 REMOVE EXISTING DENS-SHIELD ON WALLS BEHIND COOLER & ABOVE
D-6 REMOVE EXISTING LIGHTS IN EXISTING FREEZER/COOLER @ CEILING
D-7 REMOVE AND RELOCATE GAS METER
(GC TO VERIFY SIZE OF OPENING)

KEY PLAN

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KWIK TRIP #766
FREEZER / COOLER ADDITION
4701 FARWELL ST. MCFARLAND, WI 53558

MARK	DATE	DESCRIPTION

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DATE: 08.01.2022

DEMOLITION PLAN

AD001

SET TYPE - PERMIT

3" = 1'-0"
1 1/2" = 1'-0"
3/4" = 1'-0"
1/2" = 1'-0"
3/8" = 1'-0"
1/4" = 1'-0"
1/8" = 1'-0"
1/16" = 1'-0"

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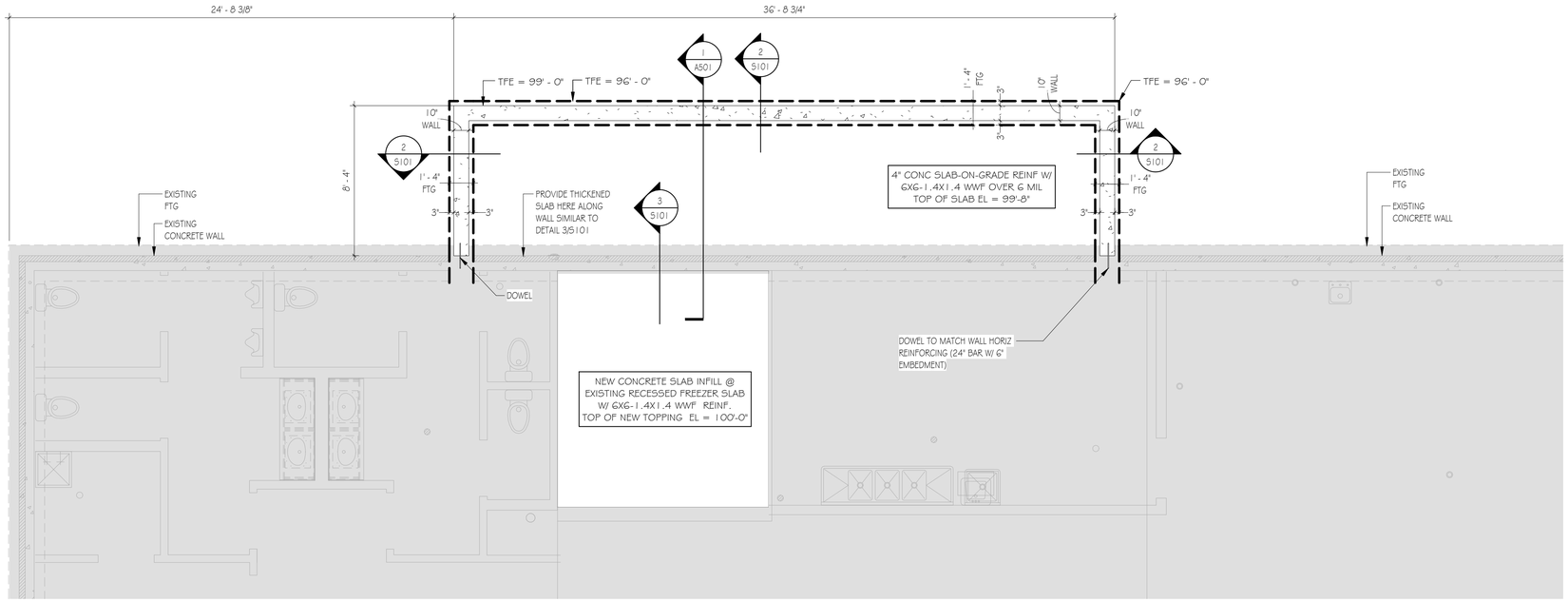


S
E W
NORTH

1 / 5101 FOUNDATION PLAN
1/4" = 1'-0"

FOUNDATION NOTES

- FROST PROTECTION IS REQUIRED FOR ALL FOUNDATIONS
- PROVIDE DOWELS TO WALLS.
- FOUNDATION EXCAVATIONS SHALL BE KEPT FREE OF LOOSE MATERIAL & STANDING WATER & SHALL BE CHECKED & APPROVED BY THE GEOTECHNICAL ENGINEER BEFORE PLACEMENT OF ANY CONCRETE.
- WALL FOOTINGS ARE CONTINUOUS POURED CONCRETE WITH CONTINUOUS REINFORCEMENT PLACED 3" CLEAR OF THE BOTTOM & SIDES
- WHERE FILL IS REQUIRED ON TWO SIDES OF WALL, IT SHALL BE PLACED SIMULTANEOUSLY.
- EXISTING FILL BELOW THE BUILDING & SLAB & FOOTINGS SHALL BE COMPACTED TO 95% OF THE STANDARD PROCTOR MAX DRY DENSITY.
- DESIGN ALLOWABLE SOIL BEARING PRESSURE AS 2000 PSF (ASSUMED).
- ALL MASONRY LEDGE HEIGHTS ARE APPROXIMATE, VERIFY FINAL HEIGHTS IN FIELD.
- VERIFY TOP OF WALL ELEVATION IS ADEQUATE FOR BRICK LEDGE LOCATION.
- PROVIDE CONTROL JOINTS & CONSTRUCTION JOINTS IN SLAB.

DESIGN LOADS

2015 International Building Code

Snow Loads
- Pg =30 psf
- Pr = 25 psf
- Ce = 1.0
- Ct = 1.2
- Is = 1.0
- Pdrift = 52 psf x 11'- 6"

Wind loads
- Basic Wind Speed (Ultimate) = 115 MPH
- Iw = 1.0
- Enclosed Building

Earthquake Seismic
- Use Group II
- Seismic Design Category B
- Sds = 0.09
- Sd1 = 0.06
- Site Class D
- A-17 Light Framed Walls, other material R=2
- Cs = 0.05
- Equivalent Lateral Force Procedure

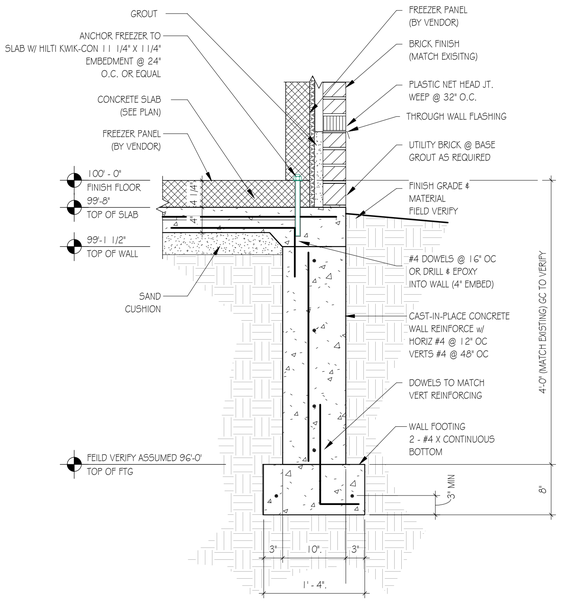
MATERIAL DESIGN PROPERTIES

CIP CONCRETE STRENGTHS:
- SPREAD FOOTINGS f'c = 3000 psi
- FOUNDATION WALLS / PIERS f'c = 4,500 psi
- SLAB ON GRADE f'c = 4,000 psi
- EXTERIOR SLAB ON GRADE f'c = 4,500 psi

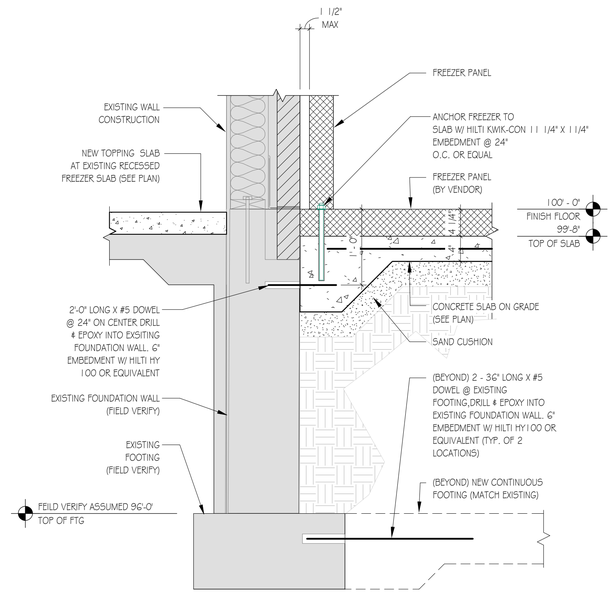
* PROVIDE 6% AIR & w/ CM RATIO = 0.45 MAX

REINFORCING STEEL STRENGTHS:
- BARS (ASTM A 615, GRADE 60
- WWF (ASTM A 185)

WOOD FRAMING
- SPF No.1/No.2,UNO
- SIZE & SPACING PER PLANS



2 / 5101 DETAIL SECTION
1" = 1'-0"



3 / 5101 DETAIL SECTION
1" = 1'-0"

KEY PLAN

RIVER VALLEY ARCHITECTS
KWIK TRIP STORES
KWIK STAR STORES
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FAX (608) 781-8960

KWIK TRIP #766
FREEZER / COOLER ADDITION
4701 FARWELL ST. MCFARLAND, WI 53558

MARK	DATE	DESCRIPTION

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FOUNDATION PLAN

S101

SET TYPE - PERMIT

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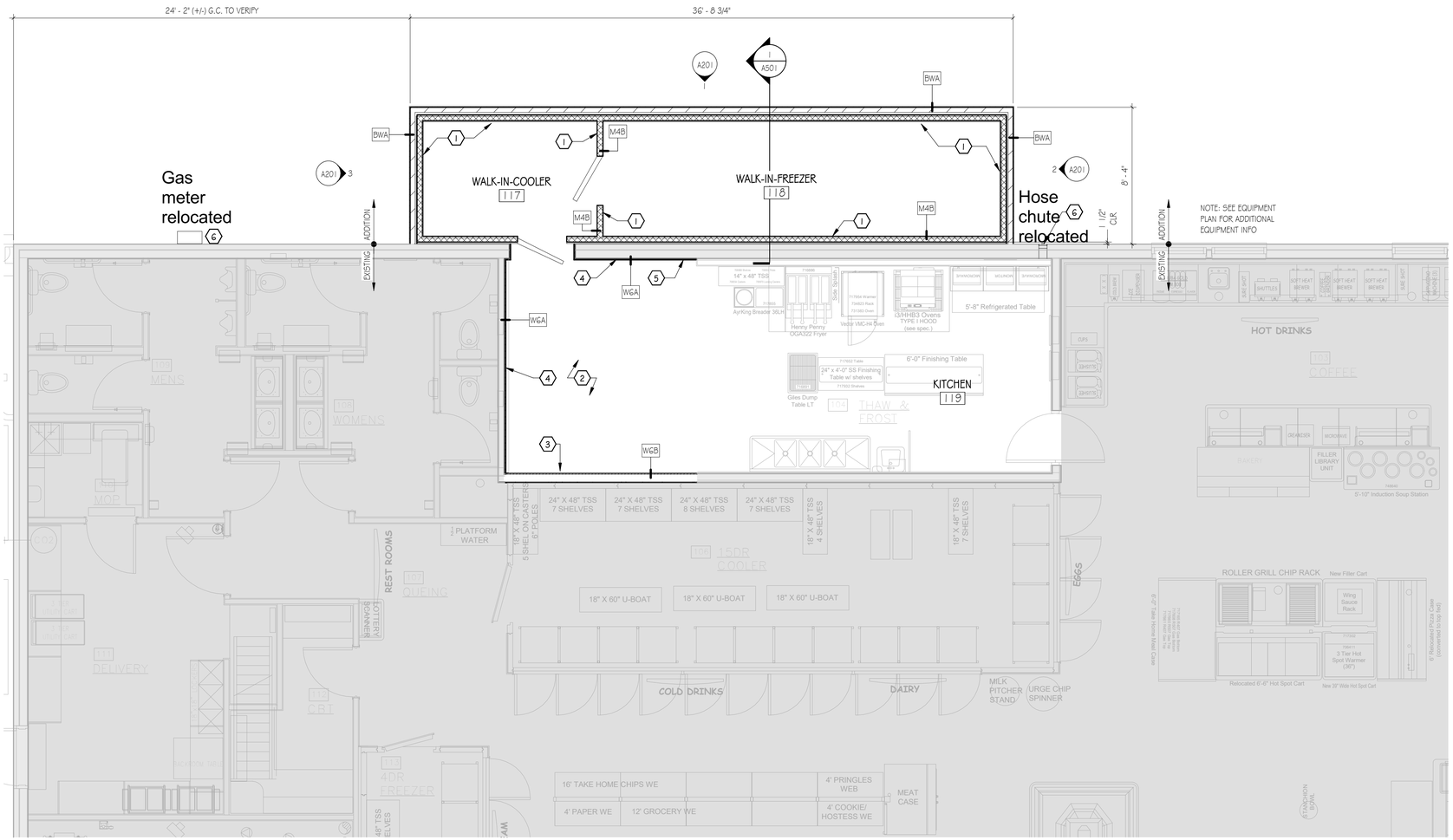
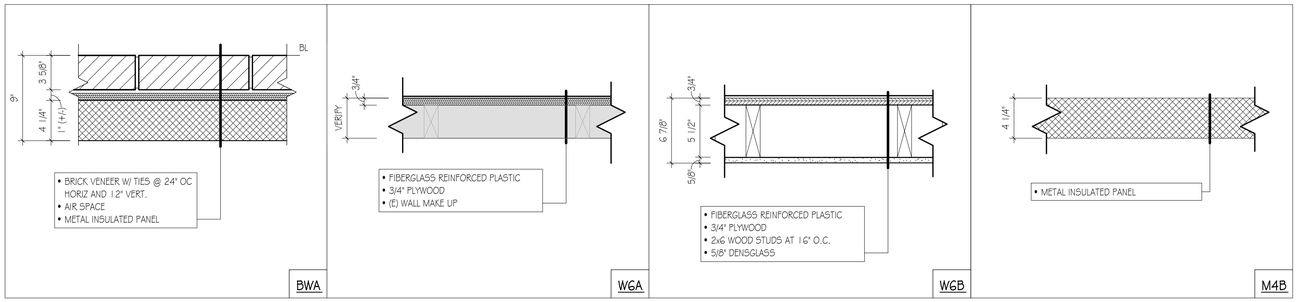


N

1 MAIN LEVEL FLOOR PLAN

1/4" = 1'-0"



2 WALL TYPE DETAILS

1 1/2" = 1'-0"

GENERAL NOTES

- PROVIDE BLOCKING @ ALL WALL MOUNTED EQUIPMENT
- FIELD VERIFY(E) CONDITIONS IF THEY DIFFER FROM SHOWN CONDITIONS.
- GC / OWNER TO VERIFY EQUIPMENT SHOWN AS NEW TO BE INCLUDED ON PLAN & ADDITIONAL ITEMS NOT SHOWN THAT MAY NEED TO BE RELOCATED OR ADDED.
- GC TO VERIFY ANY EXTERIOR WALL VENTS, PIPES, OR WALL MOUNTINGS TO BE RELOCATED OR REMAIN.
- GC TO VERIFY ALL WALL TYPES USED ARE CORRECT
- GC TO VERIFY ANY ADDITIONAL INTERIOR WALL OR CEILING MOUNTINGS INCLUDING ELECTRICAL OUTLETS OR MECHANICAL
- GC TO VERIFY AND COORDINATE ANY ADDITIONAL ITEMS SUCH AS UTILITIES THAT NEED TO BE INCLUDED.

KEY NOTES

1 NEW WALK-IN FREEZER/COOLER WALL PANELS

2 NEW TOPPING SLAB INFILL AS REQUIRED @EXISTING FLOOR LEVEL & PROVIDE TILE & BASE TO MATCH EXISTING.

3 WIRE MOLD ABOVE TABLE- @ 52" AFF TO TOP
- *1 - OUTLET FOR SOUP & SCALE
- *1 - OUTLET FOR MICROWAVE & LABEL MAKER
- *2 - LV PORTS FOR SCALE & LABEL

4 3/4" PLYWOOD AND FRP ATTACHED TO EXISTING WALL

5 ELECTRICAL OUTLET @48" AFF GC TO VERIFY

6 GC TO COORDINATE UTILITIES AS REQUIRED SUCH AS GAS METER LOCATION

FREEZER/COOLER SPECIFICATIONS

- PRODUCT APPROVAL # 20189006
- EXPIRATION DATE 12-31-2023
- INSULATION" 4" THICK - UL CLASS 1 FOAM
- EXTERIOR FINISH: AS SHOWN - 26 GA STUCCO GALVANIZED
  BALANCE - 26 GA STUCCO GALVANIZED
  EXT. METAL (TOP/BOT) - 26 GA STUCCO GALVANIZED
- INTERIOR FINISH: 26 GA STUCCO GALVANIZED
- FLOOR TYPE: 16 GA STAINLESS STEEL -GRIPTEX

ARCHITECTURAL SYMBOLS

WALL: PROPOSED CONSTRUCTION

WALL: PROPOSED CONSTRUCTION

ELEVATION MARK: A1.1 — DRAWING NUMBER / SHEET NUMBER

ROOM TAG: ROOM NAME / 101 — ROOM NAME / ROOM NUMBER

WALL TAG: W4A.1

KEYNOTE TAG: 1 — KEYNOTE NUMBER

SECTION MARKER: 1 / A1.1 — DRAWING NUMBER / SHEET NUMBER

KEY PLAN

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MAIN LEVEL PLAN

A101

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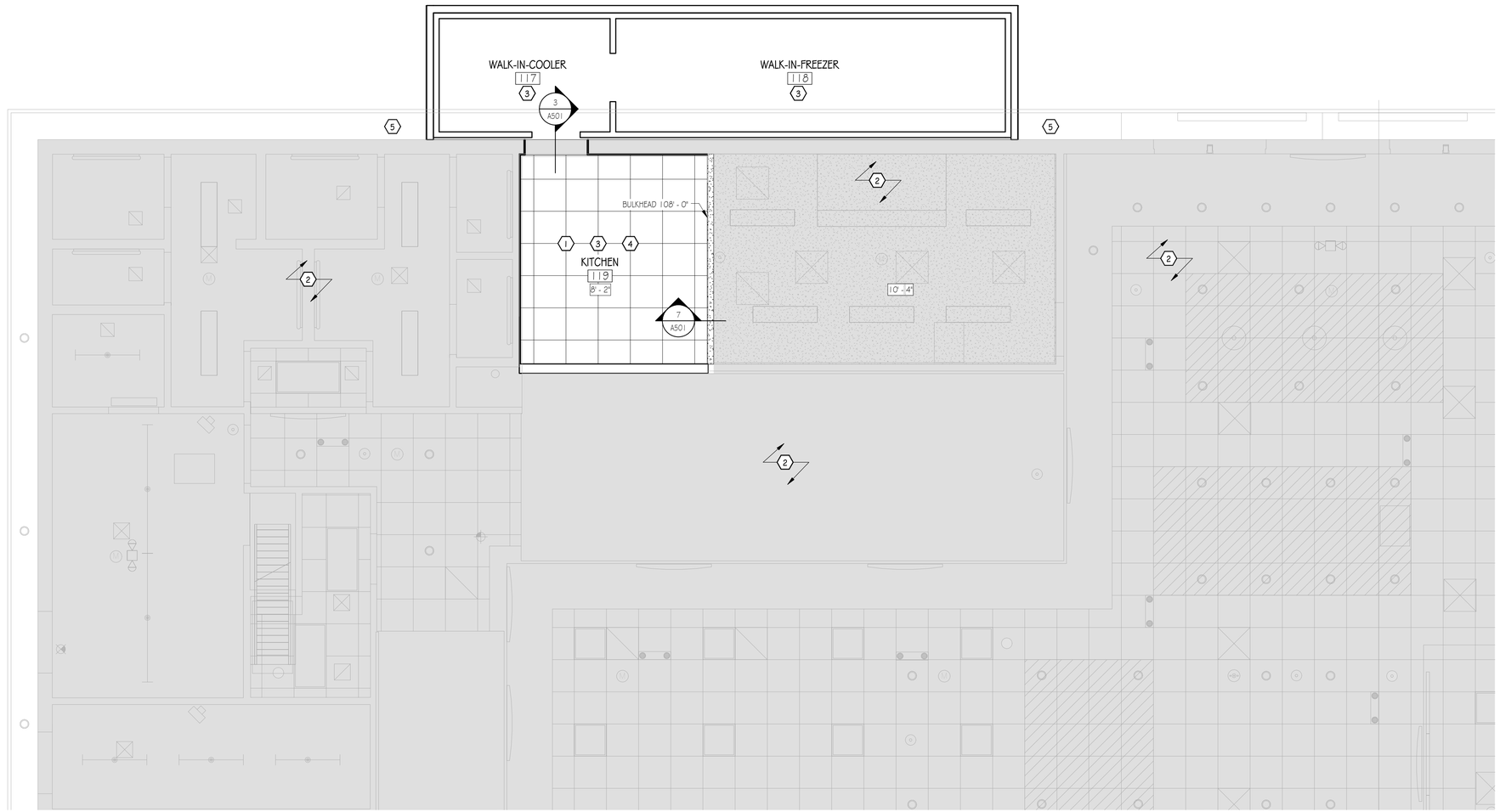

GENERAL NOTES

1.) COORDINATE WITH MECHANICAL, PLUMBING & ELECTRICAL FOR EXACT LOCATIONS OF CEILING FIXTURES, DIFFUSERS, ETC.

FINISH LEGEND

VINYL-FACED GYPSUM CORE CEILING TILE (GC TO VERIFY)

KEY NOTES

1 PROVIDE VINYL-FACED GYPSUM CORE CEILING TILE BY SUPPLIER
2 EXISTING CEILING TO REMAIN
3 PROVIDE NEW LIGHT FIXTURES AS REQUIRED
4 GC TO VERIFY IF NEW DIFFUSER IS REQUIRED
5 EXISTING ROOF SOFFIT

ARCHITECTURAL SYMBOLS

ROOM TAG: ROOM NAME / 101 — ROOM NAME, ROOM NUMBER
CEILING TAG: 1' - 0" — CEILING HEIGHT
KEYNOTE TAG: 1 — KEYNOTE NUMBER
SECTION MARKER: 1 / A1.1 — DRAWING NUMBER, SHEET NUMBER

1 MAIN LEVEL - REFLECTED CEILING PLAN

1/4" = 1'-0"

NORTH

KEY PLAN

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MAIN LEVEL REFLECTED CEILING PLAN

A102

SET TYPE - PERMIT

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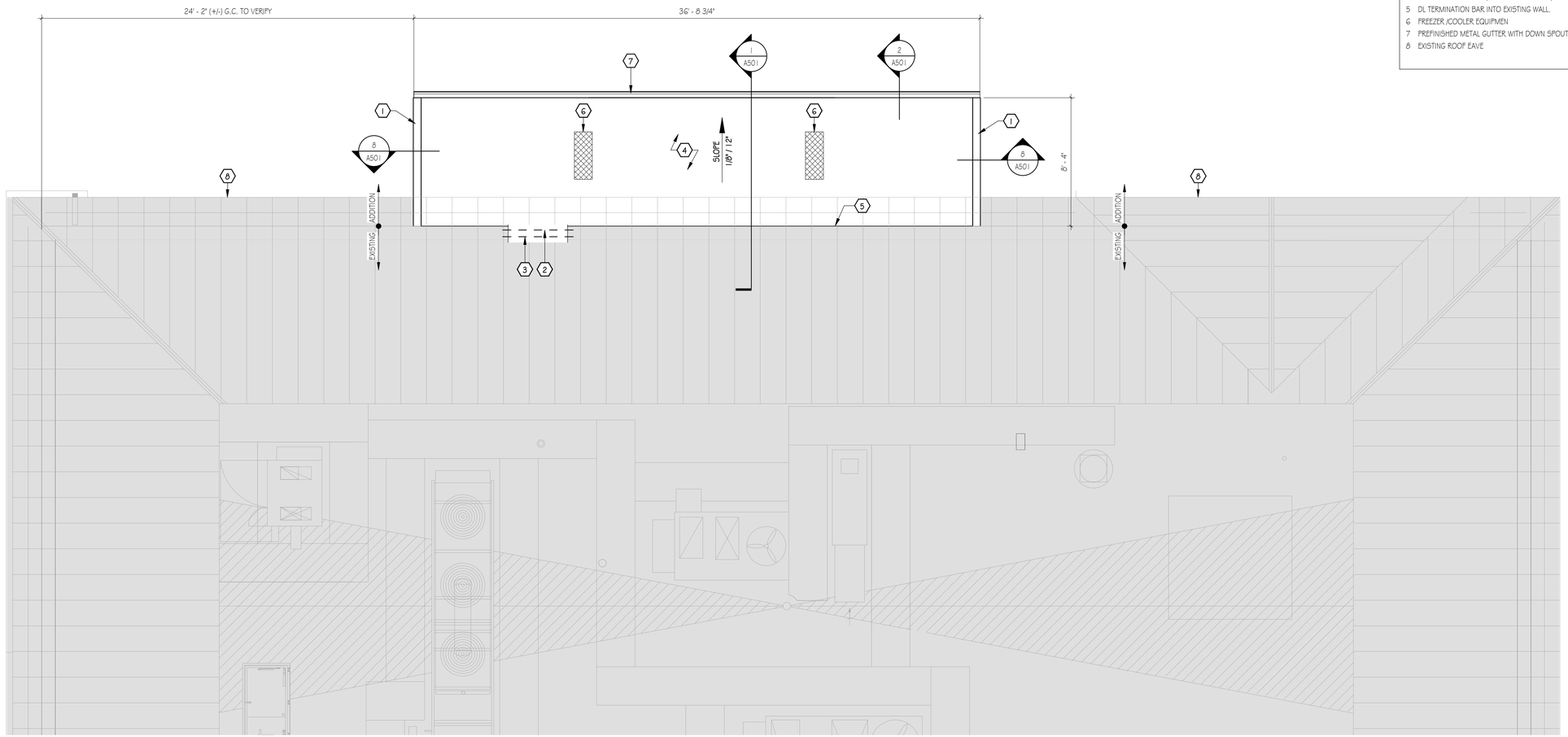

ROOF PLAN KEY NOTES

1. PRE FINISHED METAL COPING ON PARAPET - BY VENDOR
2. LOOSE LINTEL FOR ROUGH OPENING BELOW; L2X2X1 4" W/ 6" BEARING EACH END. (SEE RELATED DETAIL)
3. OPENING HEADER FOR ROUGH OPENING FOR GABLE END WALL; 3 - 2X HEADER. AT JAMBS PROVIDE 2 SHOULDER STUDS & 1 FULL HEIGHT STUD EACH END. (SEE RELATED DETAIL)
4. STRUCTURAL ROOF SYSTEM COVERED WITH DL ROOF MEMBRANE & SLOPED AWAY FROM THE BUILDING. (SEE RELATED DETAIL)
5. DL TERMINATION BAR INTO EXISTING WALL.
6. FREEZER /COOLER EQUIPMEN
7. PREFINISHED METAL GUTTER WITH DOWN SPOUTS BY VENDOR
8. EXISTING ROOF EAVE

NORTH

1 A103 ROOF PLAN
1/4" = 1'-0"

KEY PLAN

RIVER VALLEY ARCHITECTS

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ROOF PLAN

A103

SET TYPE - PERMIT

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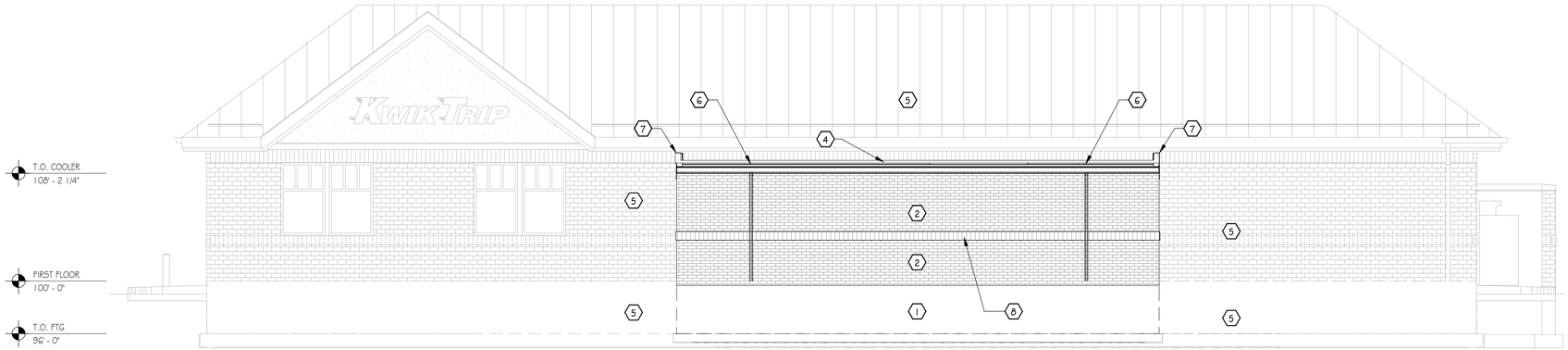
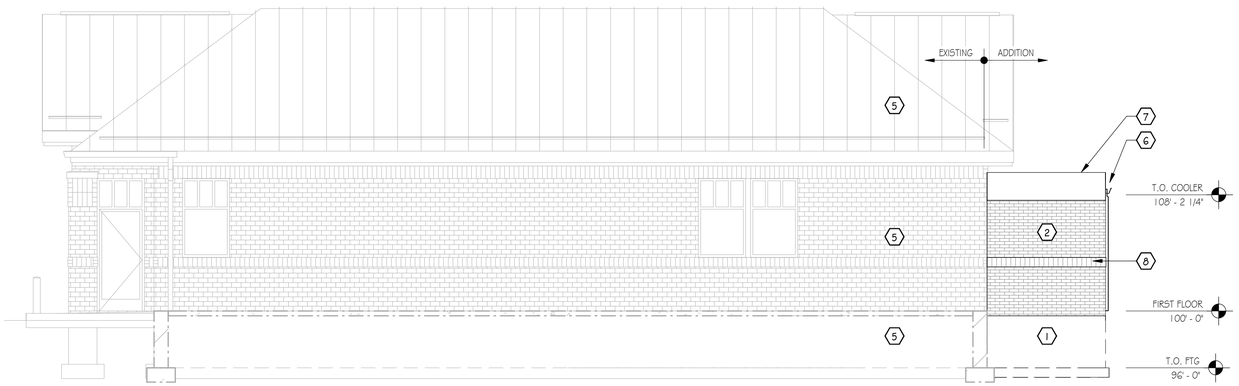


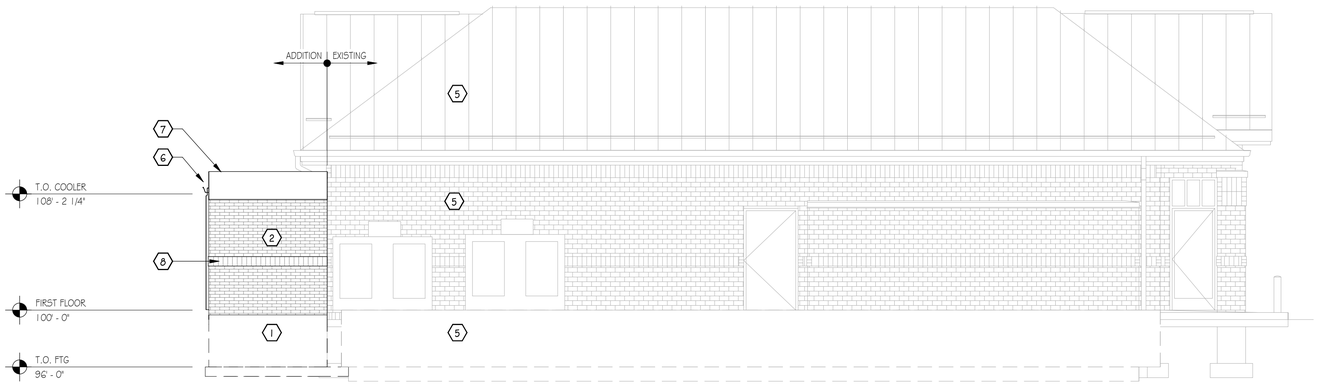
NOTES

1. STRUCTURAL FOUNDATION SEE STRUCTURAL
2. BRICK TO MATCH EXISTING
4. ROOF MEMBRANE
5. EXISTING TO REMAIN
6. ALUMINUM GUTTER WITH DOWN SPOUTS
7. WHITE METAL ROOF COPING BY VENDOR
8. BRICK BAND TO MATCH EXISTING

1 / A201 NORTH ELEVATION
3/16" = 1'-0"



2 / A201 EAST ELEVATION
3/16" = 1'-0"



3 / A201 WEST ELEVATION
3/16" = 1'-0"

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EXTERIOR ELEVATIONS

A201

SET TYPE - PERMIT

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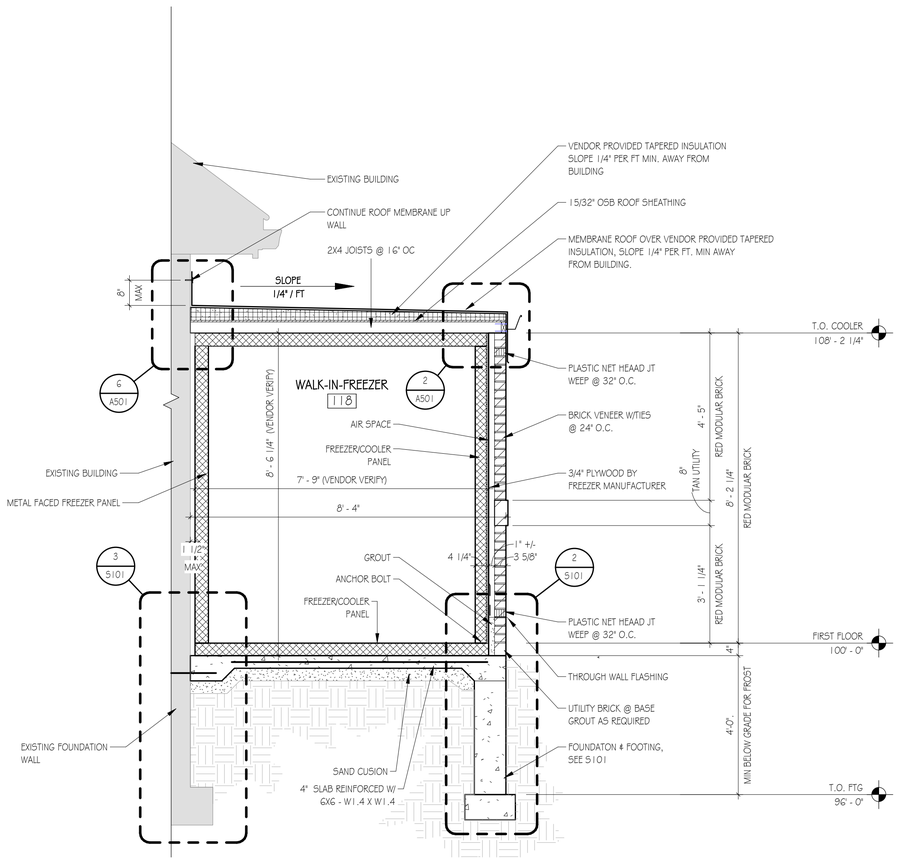
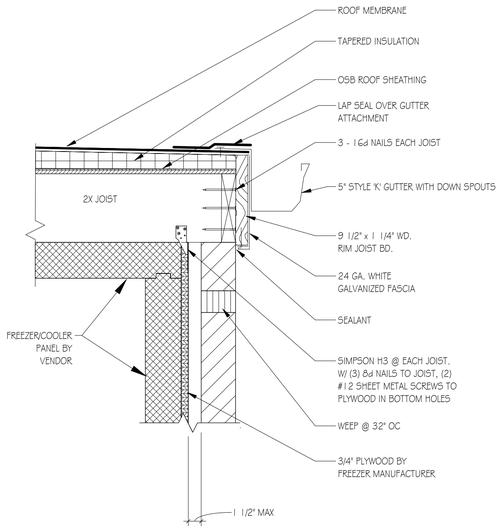
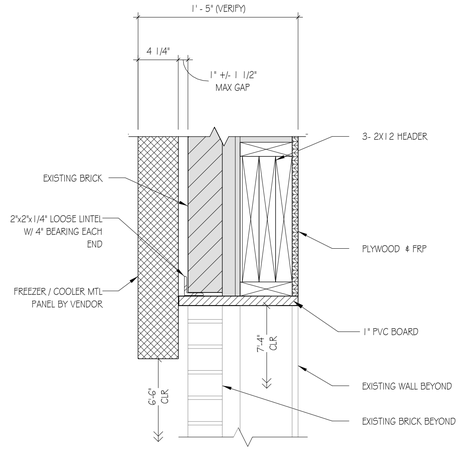


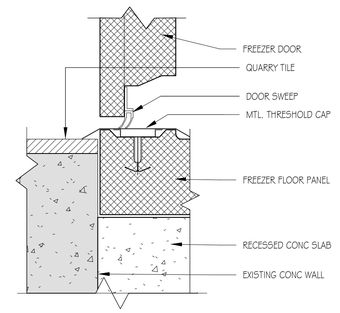
1 A501 BUILDING SECTION
1/2" = 1'-0"



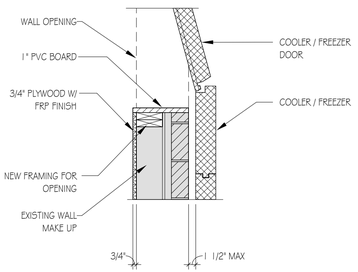
2 A501 DETAIL SECTION
1 1/2" = 1'-0"



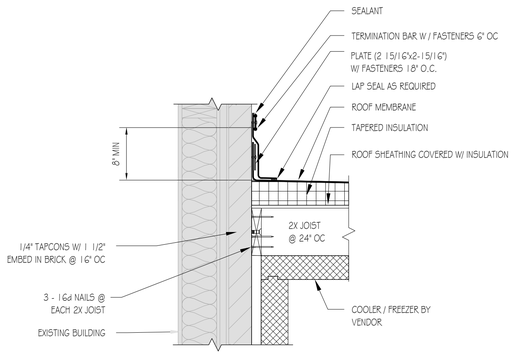
3 A501 HEAD SECTION
1 1/2" = 1'-0"



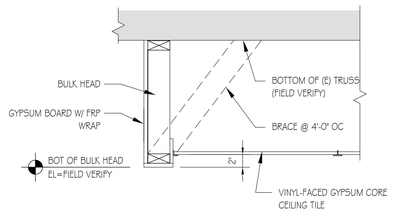
4 A501 SILL SECTION
3" = 1'-0"



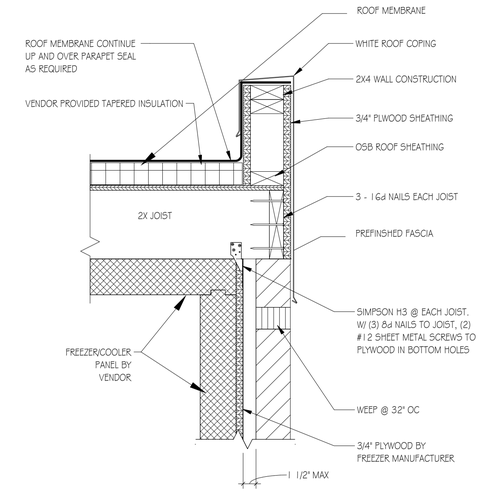
5 A501 JAMB SECTION
3/4" = 1'-0"



6 A501 DETAIL SECTION
1" = 1'-0"



7 A501 BULKHEAD SECTION
1" = 1'-0"



8 A501 DETAIL SECTION
1 1/2" = 1'-0"

RIVER VALLEY ARCHITECTS
KWIK TRIP STORES
KWIK STAR STORES
KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54603-2107
PH. (608) 781-8988
FAX (608) 781-8960

KWIK TRIP #7766
FREEZER / COOLER ADDITION
4701 FARWELL ST. MCFARLAND, WI 53558

MARK	DATE	DESCRIPTION

DRAWN BY: AD
PM: BLC
JOB NO: 22-122
DATE: 08.01.2022

DETAILS
A501

SET TYPE - PERMIT

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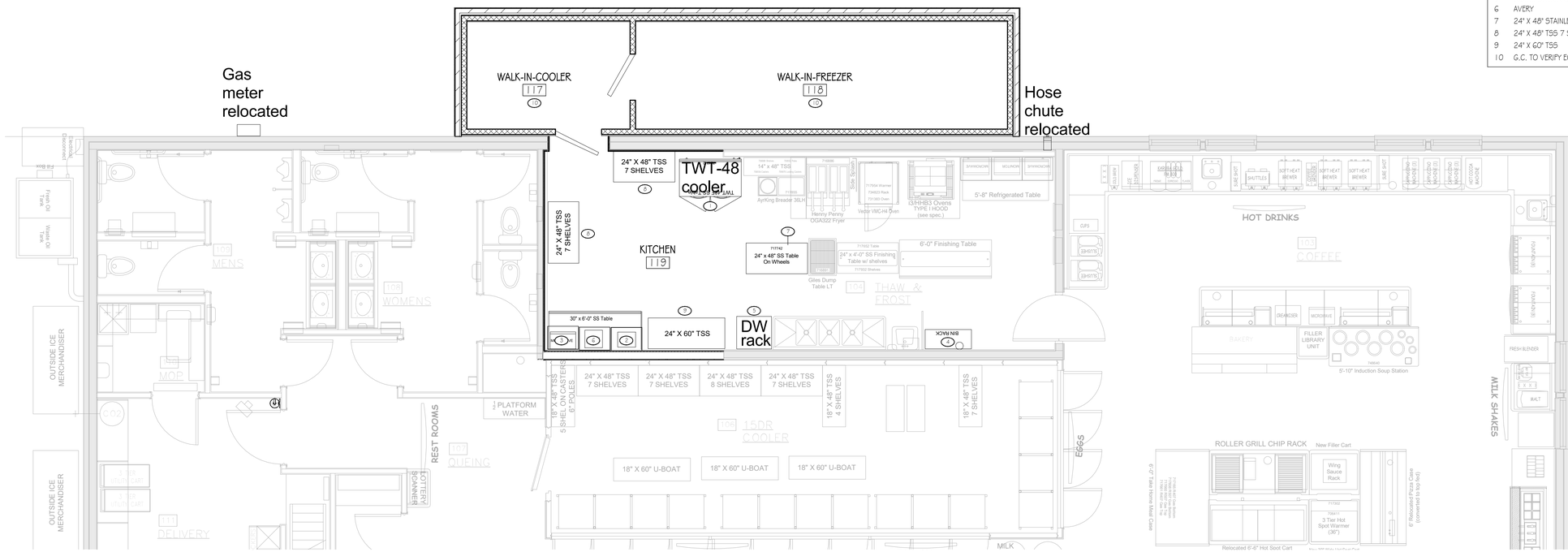


GENERAL NOTES

- CAULK/ROPE INSIDE COOLER/FREEZER GLASS DOORS.
- CAULK ALL THRU-WALL & THRU-FLOOR PIPES & OTHER CONDUITS. SEAL ALL JUNCTURES BETWEEN WALL SURFACES AND EDGES OF ATTACHED EQUIPMENT WITH APPROVED CAULK/SEALING COMPOUND.
- ALL CASEWORK, SHELVING AND FIXTURES BY OWNER.
- CAULK ALL EXPOSED SEAMS IN FOOD AREAS.
- SEAL (CAULK) ALL OPENINGS AROUND PIPES AND OTHER CONDUITS, WHERE THEY PASS THROUGH WALLS AND FLOORS. SEAL ALL JUNCTIONS BETWEEN THE WALL SURFACE AND THE EDGES OF ATTACHED EQUIPMENT WITH APPROVED CAULK/SEALING COMPUND
- EXTEND CONDUIT PIPES FOR BEVERAGE LINES AT LEAST FOUR INCHES ABOVE THE FINISHED FLOOR ELEVATION AT BOTH ENDS. THE SPACE BETWEEN THE BEVERAGE LINES AND THE CONDUIT PIPE MUST BE SEALED WITH A HARD MATERIAL AND PROVIDE A CLEANABLE FINISH.
- MECHANICAL SYSTEM CONTROLS SHALL BE LOCATED MAXIMUM OF 48" AND MINIMUM OF 15" ABOVE FINISHED FLOOR.
- CONFIRM EQUIPMENT LAYOUT AND QUANTITIES WITH OWNER PRIOR TO START OF WORK.

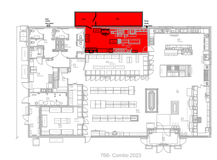
NOTES

1	COOLER
2	SCALE
3	PANASONIC NE1054P MICROWAVE - THAW & FROST
4	BIN RACK
5	DISHWASHER RACK
6	AVERY
7	24" X 48" STAINLESS STEEL TABLE ON WHEELS
8	24" X 48" TSS 7 SHELVES
9	24" X 60" TSS
10	G.C. TO VERIFY EQUIPMENT LAYOUT IN FREEZER / COOLER

N
W E
S
NORTH

1 / A801 EQUIPMENT PLAN

1/4" = 1'-0"



KEY PLAN

RIVER VALLEY ARCHITECTS
KWIK TRIP STORES
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KWIK TRIP, Inc.
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KWIK TRIP #7766
FREEZER / COOLER ADDITION
4701 FARWELL ST. MCFARLAND, WI 53558

MARK	DATE	DESCRIPTION

DRAWN BY: AD
PM: BLC
JOB NO: 22-122
DATE: 08.01.2022

EQUIPMENT PLAN

A801

SET TYPE - PERMIT

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TOWN & COUNTRY
ENGINEERING, INC.

November 10, 2022

Mr. Andrew Bremer, AICP
Community & Economic Development Director
Village of McFarland
5915 Milwaukee Street
P.O. Box 110
McFarland, WI 53558

Subject: Site Plan Items – 4701 Farwell Kwik Trip addition

Dear Andrew:

A building expansion is proposed at the Kwik Trip site located at 4701 Farwell Street.

We have reviewed the plans relative to public works and engineering items. While the addition of this amount of rooftop will be accommodated by the existing stormwater management on-site, it appears that the addition will get close to the stormwater area south of the building.

No grading plan was provided, but a condition of approval should be that the bottom footprint of the stormwater area is not impacted during construction or by the permanent addition. Retaining wall or exposed footings may be necessary.

If you have any questions with respect to our thoughts on this matter, I am available at your convenience to discuss them with you.

Respectfully,
TOWN & COUNTRY ENGINEERING, INC.

Brian R. Berquist, P.E.
President

BRB:brb
J:\JOB#S\McFarland\MC-00-00\Correspondence\2022\Farwell Kwik Trip review.docx

View of rear of building proposed for expansion

View of rear of building proposed for expansion

View of rear stormwater basin

View of rear building from Burma Road.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, November 15, 2022**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Discussion regarding a conceptual site plan for a potential residential condominium subdivision, submitted by Urso Bros. LLC for 3408 & 3418 Elvehjem Road, and Lot 3 of CSM 15493, McFarland, WI.**

PREVIOUS ACTION:

October 28, 2019, approval of Ordinance 2019-20 annexing property (Elvehjem Acres) and temporarily zoning the lands A1 Agriculture Transition.
May 26, 2020, approval of Ordinance 2020-15 annexing property (Lot 3, CSM 15493) and temporarily zoning the lands A1 Agriculture Transition.
June 15, 2020, pre-application meeting regarding a conceptual site design plan for 32 residential duplexes (64 total units). Some initial comments from the Plan Commission included: incorporating a greater mix of housing styles and price points, addressing the jog at the Elvehjem Road/CTH AB intersection, incorporation of pedestrian walkways, revisiting stormwater management locations.
August 16, 2021, pre-application meeting regarding a revised conceptual site design plan for 18 residential duplexes and 46 detached single family homes (64 total units). Some initial comments from the Plan Commission included incorporating a greater mix of housing styles, lot sizes, unit sizes and price points.

ISSUE SUMMARY:

Kevin Urso (Urso Bros. LLC), in association with Epcon Communities, has requested to appear before the Plan Commission for a pre-application meeting to review an updated concept plan for his potential residential condominium subdivision at 3408 & 3418 Elvehjem Road. Urso also owns a parcel of land on the west side of CTH AB (Lot 3 of CSM 15493, HWY AB LLC). The concept proposes 54 units on the east side of CTH AB (42 detached single family homes and 12 zero lot line duplexes) and 7 attached single family townhomes on the west side of CTH AB, for a total of 61 dwelling units. Refer to the concept plan in the packet. While shown together on one concept plan, the developer may develop each parcel separately. This agenda item is for discussion only. No permit approvals are being requested at this time. Items to consider as part of the discussion include providing feedback on unit mix/styles; density; roadways, sidewalks and trail design; parkland dedication; wetland setbacks and green space buffers; utilities; stormwater management; and proposed zoning and setbacks. Staff have included the prior concepts from June 2020 and August 2021 to illustrate how the proposed concept has changed from previous pre-application meetings.

Existing Site Conditions

The proposed Elvehjem Acres development lies on a 22.3 acre parcel (061001391611) adjacent

to another 5 acre parcel (061001397011) owned by the Applicant, not shown on the concept plan. The 22.3 acre property includes two existing single family homes, agricultural lands, open space and wetlands. The 5-acre property consists of wetlands. The two properties are currently zoned A1 Agriculture Transition. The west side parcel (Lot 3 of CSM 15493, HWY AB LLC, 061002495301) is 15.7 acres in size and consists of open space, wetlands, and a new off-street recreational trail that connects to the Lower Yahara River Trail to the south and to the new off-street recreational trail in the Rosewood Fields subdivision to the north. This property is also zoned A1 Agriculture Transition. Rezoning of the properties to Planned Development is anticipated as part of the development review process.

Proposed Development

Uses/Unit Mix/Styles:

The development consists of 7 attached townhouse units (11%), 12 zero lot line duplex units (20%), and 42 detached single family units (69%) for a total of 61 residential condominium units. The units are not anticipated to be age restricted (i.e. 55+); however, they will be built with aging in place practices in mind (e.g. no basements, single story buildings, wider doors, hallways, stairs, etc.). Buyers would have the option of choosing among three different home layouts/sizes from Epcon generally ranging from 1,550-3,000 square feet. The concept shows the footprint of the largest unit type.

The existing 2008 East Side Neighborhood Growth Area Plan (ESNGAP) identifies the buildable acres of the Elvehjem Acres property for predominantly Large Lot Residential with some Traditional Residential development near the intersection of CTH AB and Elvehjem Road, with a green space buffer to CTH AB. The Large Lot Residential category is intended for single family homes while the Traditional Residential areas are intended to contain a combination of single-family, two family, and 3-4 unit structures. Within the Traditional Residential area, the existing plan (page 41) recommends providing a variety of home styles in every proposed development so that no one style makes up more than 35 percent of the units in the development. Based on previous comments from the developer, the market would dictate which of the three single family home styles could be developed on any lot, which may waterdown the potential diversity of styles. The plan (page 51) recommends about 70% of mapped Traditional Residential areas contain single family homes with the remainder having attached units. Garages should be setback from the primary facade.

The 2008 ESNGAP identifies the HWY AB LLC property for Parks and Open Space (parks, natural areas, corridors and stormwater management). This designation likely reflects the potential consideration of a regional stormwater management facility on the property to serve multiple properties in the neighborhood or a neighborhood park, possibly serving proposed Traditional Residential development on the adjacent property to the south. The plan notes that regional stormwater areas should be treated as conceptual, but that the on-site stormwater management may represent a more sustainable method of managing stormwater than can be achieved through regional detention. Page 8 of the plan, recommends an approach to stormwater management that will include both regional and on-site stormwater management practices as may be appropriate given site conditions, development timing, Village resources, and cooperation among adjoining property owners.

Although only in draft form, the revised future land use concept for the updated East Side Plan identifies the buildable areas of both properties as Medium Density Residential (MDR), with the potential for Business Park on the Elvehjem Acres property (given the proximity to the Wisconsin Southern Railroad and CTH AB). Although only in draft form, the revised future land use policies for the updated East Side Plan recommends each subdivision includes 2-4 housing unit types and forms. The draft policies call for promoting senior housing developments of varying sizes, unit types and occupancy types. The draft policies also encourage developments that incorporate "missing middle" (3- to 8-unit buildings) supporting both rental and homeownership opportunities. In staff's opinion, the revised concept is much closer to meeting the policies of the draft East Side Plan than the existing plan. Potential improvements might be to designate a portion of either site (along CTH AB) for a multiple-family building (rental or condominium). This would further increase the density of the site and provide a fourth type of housing to go along with the townhouses, duplexes and single family homes.

Given the current designation of the Elvehem Acres property for predominately Large Lot Residential, and the Hwy AB LLC property for Parks and Open Space, a Comprehensive Plan amendment to the ESNGAP is recommended prior to considering a rezoning or development application. Alternatively, it is possible that adoption of the revised East Side Plan may proceed the developer's official submittal and therefore a Comprehensive Plan amendment application would not be necessary.

Density:
Proposed project densities:

- Elvehjem Acres Gross Density = ~2.42 DU/AC
- Elvehjem Acres Net Density (Excluding Environmental Corridors, but including roadways) = ~3.62 DU/AC
- HWY AB LLC Gross Density = ~0.46 DU/AC
- HWY AB LLC Net Density (Excluding Environmental Corridors) = ~5.38 DU/AC

The existing ESNGAP identifies the buildable acres of the Elvehjem Acres property for predominantly Large Lot Residential with some Traditional Residential development near the intersection of CTH AB and Elvehjem Road, with a green space buffer to CTH AB. The Large Lot Residential category is intended for single family homes at a minimum net density of 1.5 DU/AC to serve as a transition between higher density development in the Village and adjacent farmland, open spaces, and environmental corridors. The Traditional Residential category is intended to contain a combination of single-family, two family, and 3-4 unit structures at a minimum net density of 4 DU/AC. Net density is defined to include residential lots, rights-of-way, and utilities, but not dedicated parks and open space (including stormwater management facilities).

Although only in draft form, the revised future land use concept for the updated East Side Plan identifies the property as either Medium Density Residential (MDR) or potential Business Park (given the proximity to the Wisconsin Southern Railroad and CTH AB). Assuming the final

plan recommends MDR, the draft policies for MDR areas include net densities of 5-15 units per acre. Net density is defined to include the residential lot areas only. The net density of the proposed development (excluding roadways) is not identified at this time but is likely in the 5-15 DU/AC range.

Roadways, Sidewalks and Trails:

As a condominium development, the proposed roadways would be private drives maintained by the condominium association. Sec. 56-139(y) of the Subdivision Code prohibits private roads, except as part of a condominium development. The proposed ROW of the roadways is 38 feet with a pavement width of 24 feet (two 12-foot drive aisles). On-street parking would be limited to designated areas comprising a total of 30 parking stalls. Each unit is also anticipated to have four off-street parking spaces (two garage + two driveway spaces). The concept has been revised to minimize access to the Elvehjem Acres property from CTH AB, per Dane County Highway Department input. The concept illustrates adjusting the right-of-way at the intersection of Elvejhem Road and CTH AB to allow for reallignment of the road to remove the jog in alignment between the west and east sides of the intersection, which is recommended by both Village staff and Dane County. Staff recommends reconsideration of the alignment of Private Road B to shift it east to the approximate 75' wetland setback. This would likely remove the necessity for the eastern leg of Private Road D, which only serves two homes. In addition, a side walk along the eastern side of Private Road B would not likely be necessary. The five units currently on the east side of the Private Road B could be moved to the west side of the road making better use of some of the dead space at the curve of Private Roads A & B. The Commons building and associated off-street parking could shift further north and east.

The concept includes sidewalks on at least one side of each of the proposed private drives. Sec. 56-108 of the Subdivision Code does not require sidewalks on both sides of public roads, except for rights-of-way of major and collector streets, or where deemed necessary by the Village Board for safe and adequate pedestrian circulation. The 2008 East Side Neighborhood Plan encourages sidewalks on both sides of the street. The desire and necessity for sidewalks on both sides of the private roads should be discussed. One option to consider is to reduce the drive aisle width from 24 feet to 22 or 20 feet. Given the low amount of traffic anticipated in the development, no through traffic, 12-foot drive aisles might be wider than necessary and 11- or 10-foot drive aisles might be adequate and a suitable trade-off for including sidewalks on both sides of all roads. In addition, given Sec. 56-108 requires sidewalks for the rights-of-way of major and collector streets, either a sidewalk or asphalt trail (preferred) should be provided along the east side of the CTH AB right-of-way for the Elvejhem Acres property. The CTH AB LLC property already includes a recreational trail that was constructed by the Village earlier this year. A wider pedestrian path is shown on the north side of Elvejhem Road to connect the entrance to the condominiums to CTH AB. This path would eventually connect to the existing Lower Yahara Trail to the west where it currently terminates north of the dog park. Some non-paved recreational trails around the "wetland island", connecting to the Commons Clubhouse, could be added to the development to provide an additional recreational amenity for the condominium owners.

Parkland Dedication:

The 2019 Outdoor Recreation and Open Space Plan (OROSP) does not identify any proposed

public parks for the Elvehjem Acres property; however, it does envision an off-street bike and pedestrian path along the north side of Elvehjem Road. The developer's concept plan includes an off-street path in this location that could eventually connect to the existing Lower Yahara River Trail near Perrot Place. The OROSP does identify Lot 3 of CSM 15493 (HWY AB LLC) for future parks and open space, likely a reflection of the designation in the ESNGAP which proceeded it. Under Sec. 56-173 of the Village's Subdivision Code, the developer would be required to provide the following parkland dedication, or provide a fee in lieu of parkland dedication:

- Single Family Units. 42 DU x 2,106 = 88,452 square feet, or 2.03 acres
- Duplexes and Townhomes. 19 DU x 1,463 = 27,797 square feet, or 0.64 acres
- Total = 2.67

Given the proximity of the development to the 3.2-acre neighborhood park in the Rosewood Fields subdivision (~0.3 miles), proximity to the Village's dog park (~0.5 miles), proximity to Orchard Park (~1-mile), and planned connectivity to the Village's existing recreational trail network, the dedication of a public park as part of the development does not seem necessary and as an alternative the Village could accept fees in lieu of parkland dedication. The concept includes a condo association common building and pickleball court. The necessity of the pickleball court should probably be reconsidered given the development of the Village's pickleball courts in McFarland Park.

Wetland Setbacks & Green Space Buffers:

Urso previously completed a wetland delineation of the properties, which is shown in the concept plan. These areas were designated as Environmental Corridors when the properties were added to the Village's Urban Service Area boundary in 2020. The conceptual development plan provides the required 75' wetland setback. Exceeding county and state minimum requirements for protection of green spaces that play a key role in water infiltration was identified as a proposed action in the Village's Sustainability Plan. Deepening the wetland buffers in excess of the minimum 75-foot requirement should be considered as part of further revisions to the development plans, while balancing the need for appropriate setbacks to other site features. The concept plan also provides a 50-foot setback to the right-of-way along CTH AB. The concept plan also provides a minimum 50-foot buffer to the Wisconsin & Southern Railroad right-of-way. Sec. 56-139(v) of the Subdivision Code, requires a minimum planting strip of 30 feet in depth adjacent to highway and railroad right-of-way; however, this strip is to be in addition to the normal depth of lot (i.e. rear setback). The proposed concept accounts for the 30-foot planting strip with an additional 20 feet of rear yard.

Utilities:

The recently completed east side sanitary sewer interceptor and associated recreational trail lies along the southern and eastern boundaries of the HWY AB LLC parcel. The proposed developments would utilize the new sewer utility, but would need to extend water service, likely from the north Rosewood Fields development, south to serve both developments. Existing easements are in place to allow construction of the water main utility. Staff recommends consideration of incorporating roof top solar into the proposed Community Commons building,

and including as part of the marketing materials for potential buyers, the option of including roof top solar on each home. Providing resource materials (vendors, cost estimates, cost savings) to perspective buyers on the front end likely would result in a higher percentage of the units adding this sustainable feature to their homes.

Stormwater Management:

The concept includes two stormwater management areas, one to serve each development. Staff recommends consideration of designing these ponds to address the impact of a 200-year storm event, in excess of the Village's current minimum requirement for a 100-year storm event as the Village is currently in the process of updating it's ordinance to match recent changes by Dane County to design for the 200-year storm event.

Proposed Zoning and Setbacks:

The applicant has indicated the intent to apply for a rezone to the Planned Development District for the Elvejhem Acres property. The R-3 General Residence District may be sufficient to accomplish the proposed development on the CTH AB LLC property if developed outside of the larger condominium development. A more detailed concept plan, preliminary plat, or General Implementation Plan should be developed as a next phase to identify proposed building setbacks, bulk requirements, and other proposed zoning restrictions as part of the proposed PUD. Based on the recommendations of the 2008 East Side Neighborhood Plan for the Traditional Residential and Large Lot Residential areas (page 32), the front setbacks should range between 20-25' to allow for parking of four off-street parking stalls (two garage + two driveway), side setbacks should be 6-10', and rear setbacks should be 20-30'. The proposed concept provides 25 foot front setbacks, 7 foot side setbacks, but only 9 foot rear setbacks for the interior single family dwellings. The design of the rear setbacks should be discussed further with the developer. The Village has not reached a point in the process of updating the East Side Plan where revised setback recommendations have been developed; however, allowances for rear setbacks as low as 9 feet seem unlikely. Consideration should be given to reducing the front yard setbacks to 20 feet which would increase the rear yard setback to 14 feet. A 20-foot front setback is should be sufficient to allow for driveway parking of most types of vehicles without blocking the sidewalk.

Public Comments

The Department has previously received a number of letters in support of the proposed development which are included in the packet.

FINANCIAL/BUDGET IMPACT:

The cost of constructing the proposed developments would be the responsibility of the developer. Assuming an average value of $350,000 per DU, the development project would have an estimated value of $21.4M, generating roughly $400K per year in total property tax payments upon build-out. In addition to general building permit fees, the developer would be responsible for impact fees including:

1. Park Improvement Impact Fee = ~ $118,810
2. Fees in Lieu of Parkland Dedication = ~$253,374

3. Library Impact Fee = ~$43,310

Impact fees are subject to change based on the then current rate established by the Village Board at the time of approval of a development agreement or building permit.

VILLAGE PLAN REFERENCE:

Comprehensive Plan

The Village's Comprehensive Plan identifies the proposed development properties for future "Neighborhood" uses. Figure 4.1 of the plan (page 35) provides a general description of land uses allowed, typical implementing zoning districts, and related development policies. The Neighborhood category is described as *a carefully planned mix of mostly single-family residential development, with well-designed, limited components of two family, townhouse, multiple family and recreational land uses served by public sewer and water systems*. Additional development policies in Figure 4.1 include *"accommodating a mixture of housing types, costs, and densities, while maintaining the predominance of single-family housing in the community." "Promote neighborhoods that instill a sense of community with their design including gathering places, parks, open spaces, pedestrian and bicycle access, schools, and churches."* The Comprehensive Plan points to the 2008 East Side Neighborhood Growth Area Plan for additional land use policies.

ORDINANCE REFERENCE:

Chapter 56 Subdivisions

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This agenda item is for discussion only. No permit approvals are being requested at this time. The applicant would like to obtain feedback from the Plan Commission regarding proposed unit mix/styles; density; roadways, sidewalks and trail design; parkland dedication; wetland setbacks and green space buffers; utilities; stormwater management; and proposed zoning and setbacks. Feedback from the Plan Commission is non-binding.

ATTACHMENTS:

1. Elvehjem Acres Concept_01.19.2022
2. Elvehjem Acres Concept_07.28.2021
3. Elvehjem Acres Concept Plan Aerial_05.27.2020
4. Map 6 McFarland_Comprehensive_Plan_-_Future_Land_Use_Map
5. McFarland_2008 ESNGAP_Concept Development Map
6. Draft East Side Plan Preferred Future Land Use Concept_11.03.22
7. Letter to Village - Evans 072021
8. Letter to Village - Haried 080521
9. Letter to Village - Masbruch 072021
10. Letter to Village - Miller 081221
11. Letter to Village - Thomas 080521

November 15, 2022
Plan Commission Pre-Application Concept

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EAST LOT ONLY:
TOTAL UNITS: 54 (42 SF, 12 DUPLEX)
TOTAL AREA: 22.27 AC
TOTAL AREA (EXCLUDING ENV. CORR.): 14.90 AC

DENSITY:
TOTAL AREA: 2.42 D.U./AC
TOTAL AREA (EXCLUDING ENV. CORR.): 3.62 D.U./AC

N W E S

0 60 120
SCALE: ONE INCH = SIXTY FEET

EXISTING WETLAND (DELINEATED 2020) (TYP.)

WISCONSIN & SOUTHERN RAILROAD

STORMWATER POND

COUNTY TRUNK HIGHWAY AB

PRIVATE ROAD A

PRIVATE ROAD B

PRIVATE ROAD C

PRIVATE ROAD D

ELVEHJEM ROAD

ADDITIONAL R/W DEDICATION

PEDESTRIAN PATH

CLUSTER MAILBOXES

COMMONS

PICKLE BALL

TOWN 72x28.33

DURLEX 61x87

PROMENADE III 42x78

PALAZZO 42x78

PORTICO 42x78

258'±

643'±

vierbicher
planners | engineers | advisors
Phone: (800) 261-3898

URSO - ELVEHJEM ACRES CONCEPT LAYOUT

REVISIONS
NO. DATE REMARKS

REVISIONS
NO. DATE REMARKS

SCALE
1"=60' (22x34)

DATE
01/19/2022

DRAFTER
MZIE

CHECKED
GBLA

PROJECT NO.
180167

SHEET
1 OF 1

DWG. NO.

19 Jan 2022 - 1:23p M:\Urso\180167_Helmke Property\CADD\180167_Epcon Layout1.dwg by: dper

©2018 Vierbicher Associates, Inc.

August 16, 2021 Plan Commission
Pre-Application Concept

EL VEHJEM ROAD

COUNTY TRUNK HIGHWAY AB

EXISTING WETLAND (DELINEATED 2020) (TYP.)

WETL

75'

DUPLEX 61x87

SAN

50'

OHE

TOWER POLE (TYP.)

30'

ADDITIONAL R/W DEDICATION

PROMENADE III 42x78

PEDESTRIAN PATH

STORMWATER POND

WISCONSIN & SOUTHERN RAILROAD

PICKLE BALL

COMMONS

POOL

CLUSTER MAILBOXES

TOTAL UNITS: 58
TOTAL AREA: 22.27 AC
TOTAL AREA (EXCLUDING ENV. CORR.): 14.90 AC
DENSITY:
TOTAL AREA: 2.60 D.U./AC
TOTAL AREA (EXCLUDING ENV. CORR.): 3.89 D.U./AC

SCALE: ONE INCH = SIXTY FEET
0 60 120

N W E S

DWG. NO.	
SHEET	1 OF 1
PROJECT NO.	180167
CHECKED	GBLA
DRAFTER	MZIE/AKAN
DATE	07/28/2021
SCALE	1"=60' (22x34)

REVISIONS NO.	DATE	REMARKS	REVISIONS NO.	DATE	REMARKS
3	####	####	3	####	####
2	####	####	2	####	####
1	####	####	1	####	####

URSO - ELVEHJEM ACRES CONCEPT LAYOUT

vierbicher
planners | engineers | advisors
Phone: (800) 261-3898

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June 15, 2020 Plan Commission Pre-Application Concept

DWG. NO.	SHEET 1 OF 1	PROJECT NO. 180167	CHECKED MZIE
DRAFTER MZIE	DATE 05/26/2020	SCALE 1"=60' (22x34)	

REVISIONS			REVISIONS		
NO.	DATE	REMARKS	NO.	DATE	REMARKS

URSO - HELMKE PROPERTY CONCEPT LAYOUT

vierbicher
planners | engineers | advisors
Phone: (800) 261-3898

MAP 6

FUTURE LAND USE

COMPREHENSIVE PLAN

Legend

Future Land Use

- Single Family Residential
- Two Family and Townhouse Residential
- Multiple Family Residential
- Neighborhood
- Downtown
- Highway and General Commercial
- Commercial Park
- Industrial
- Mixed Use/Flex Commercial
- Institutional and Governmental
- Public Lands, Recreation, and Environmental Corridor
- DNR Wetlands and Potential Wetland Indicators over Undeveloped Lands
- Agricultural Preservation
- Urban Reserve
- Water
- Rights-of-Way

- Village of McFarland Extraterritorial Jurisdiction Boundary
- Village of McFarland Limits (8/18)
- Other Municipal Limits (2018)

Shapes on this map represent the Village's vision for future land use within the Village and its extraterritorial jurisdiction. For such lands, this map is not intended to represent existing land use or zoning, or to compel property owners to change the use of their land. For example, owners of agricultural or other rural land may maintain their current land use. Actual boundaries between different future use categories and implementing zoning districts may vary somewhat from representations on this map. This map also identifies the City's Marsh Road Neighborhood Plan west of the Interstate and north of Siggelkow Road, and existing land use elsewhere beyond the Village's extraterritorial jurisdiction.

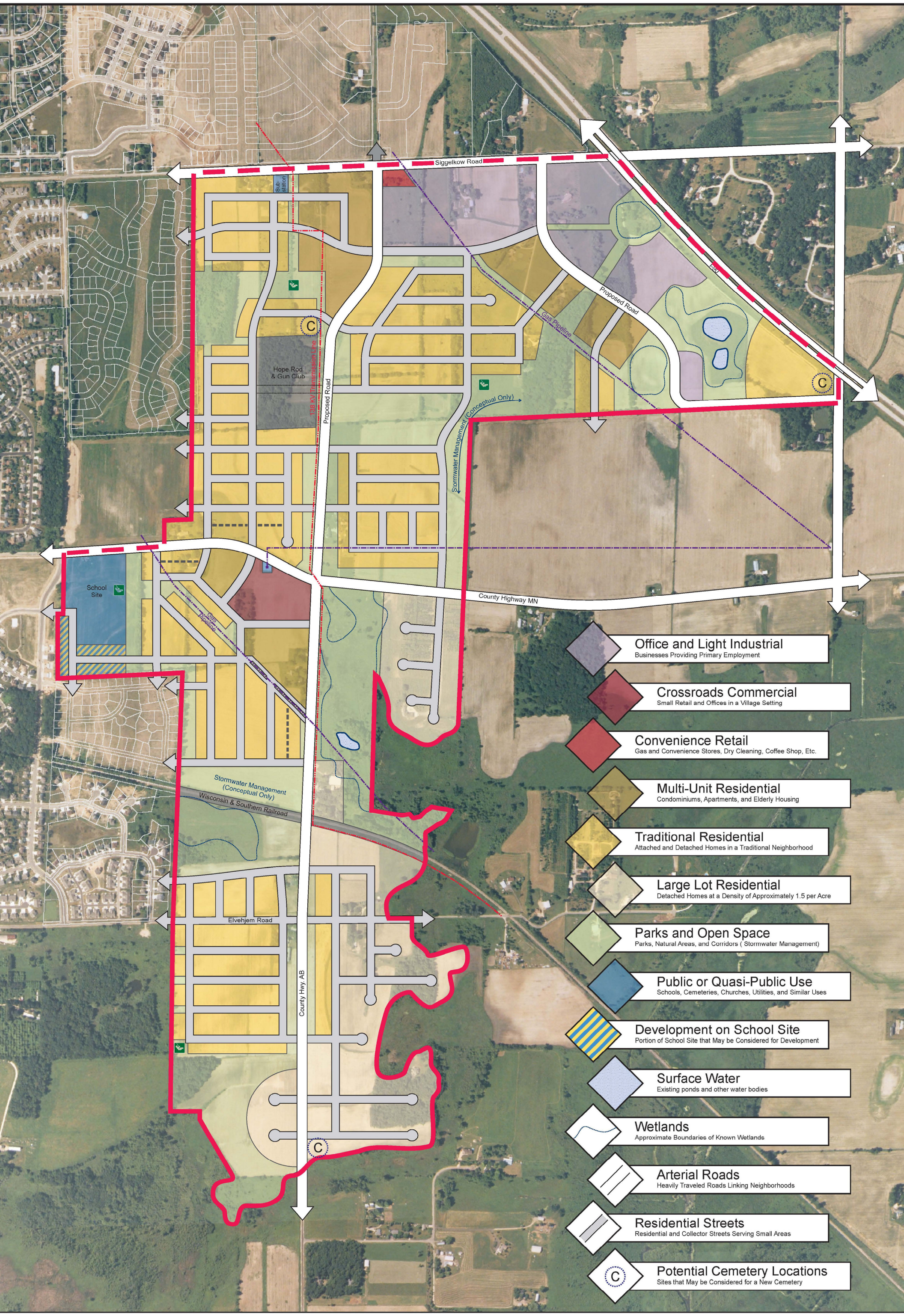
0 500 1,000 2,000
Feet

Date: May 2019

Data Sources: Village of McFarland, Dane County LIO, WDNR, and CARPC

N W E S

Path: S:\MAD\3600--3699\3688\007\Data\GIS\Figures\Map 6 Future Land Use 11x17.mxd User: Danc Date: 5/6/2019 Time: 4:02:37 PM

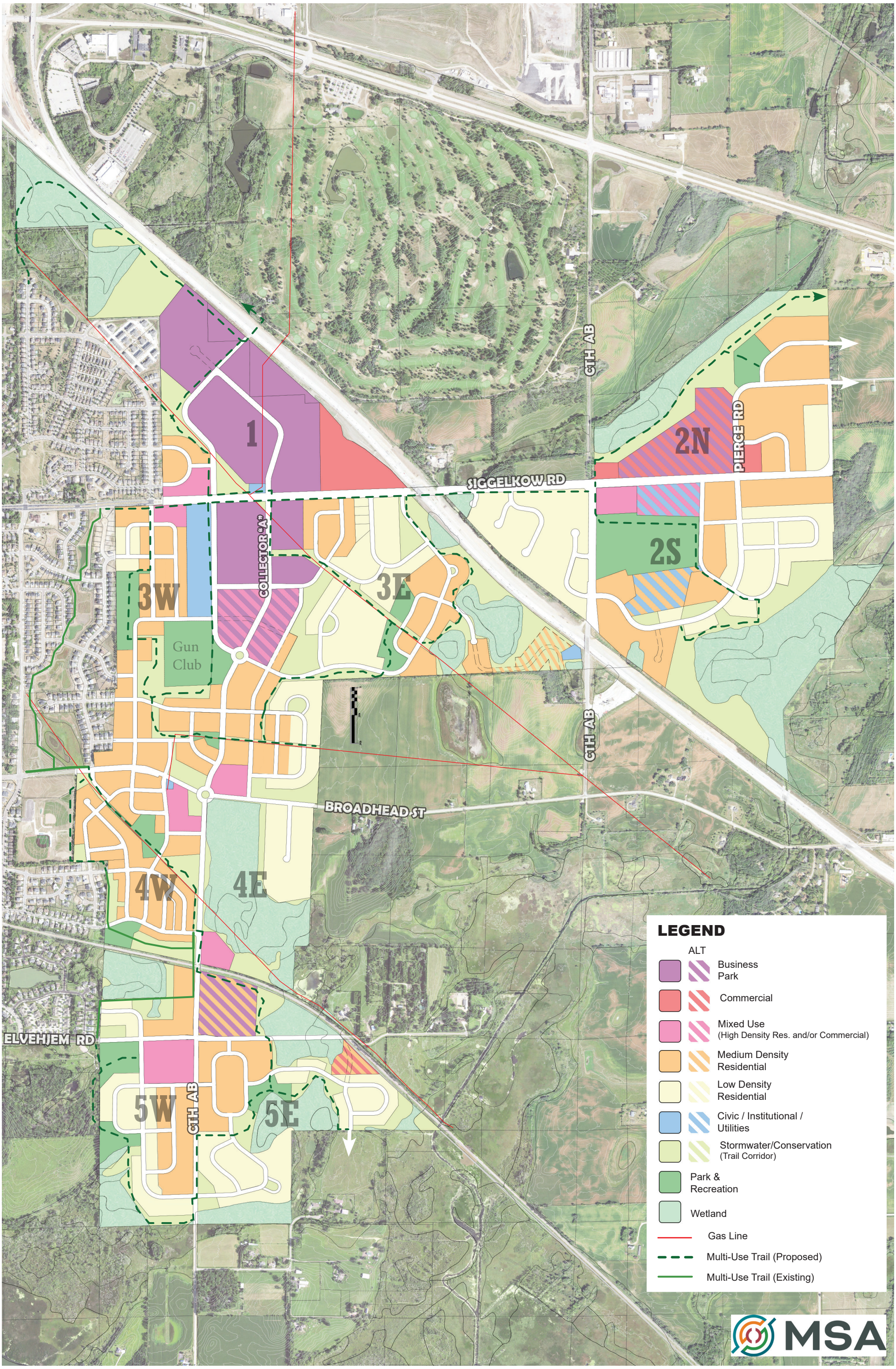


Village of McFarland - East Side Neighborhood Growth Area - Concept Development Plan

VILLAGE OF McFarland
Naturally Connected

EAST SIDE PLAN

DRAFT PREFERRED CONCEPT



7-21-21

To Whom it May Concern:

We are writing this in regards to a SST development in McFarland on AB. We feel there is very much a need for these as they are very hard to find and McFarland is a perfect location.

Please consider approving this project.

Thank You!
Rick & Connie Evans

To: Urso Bros.

Date: August 5, 2021

Subject: 55+ Community

We are writing to express our interest in your concept for Elvehjem Acres 55+ Community. We are intrigued by your proposed Epcon Community with luxury ranch homes that have a private courtyard. We are looking for a 55+ community that gives us ownership in the house and lot, but will have low maintenance lawn care and snow removal. The Epcon Community offers many features that we have been looking for in our next home.

We lived in McFarland for over 30 years, then moved up to Lake Wisconsin after retirement. We now plan to move back to McFarland as our kids and grandkids are there.

Please keep us updated as you work your way through the permitting process.

Sincerely,

Steve and Kelly Haried

Cc: Andrew Bremer, Village of McFarland

To Whom It May Concern:

We have lived in McFarland since 1972. Raised 2 kids here and have wanted to stay due to good schools and great community.

We are now at the age we would like to go into a 55 plus condo development. Such as the Urso's are offering. This development would enable us to continue going south for a few months in Winter.

Most important we could stay in McFarland!! We feel the village is in need of additional 55 plus condo homes

Fred & Jackie Mosbruch
5714 Black Walnut Dr.

August 15, 2021

Dear Plan Commissioners:

We are writing to say we are in favor of Item "b" the condominium subdivision on Elvehjem Road. We are wishing to move back to the area, but are unable to find anything that meets our needs (and likely the needs of others).

A 55+ single-family residential area is ideal. We are in the age bracket who are still working, but no longer want to be tied down to yard work and snow removal. We do not wish to live in apartments (which can be noisy, and have density issues), and the same goes with multi-family townhouse style homes or apartment style condominiums.

While we will be likely working for many years, a one-story residence will meet our current needs and those in the future (i.e. many no longer want to deal with staircases after a while, but are still very active). We are the classic "empty nesters" who do not need a large home, do not want high density living as we have raised our family and are not looking to move into any sort of "senior housing" type of living.

We ask that you encourage the developer to move forward with this project and keep it as single-family individual type residence and not any high or mid-high density. An easier lifestyle with open space, greenspace single-family homes is what is in demand.

Thank you for your time and consideration.

Ron and Rebecca Miller

Poynette, WI

Andrew Bremer

From: John Thomas <pjaytee@gmail.com>
Sent: Thursday, August 5, 2021 10:11 AM
To: ava@ursobros.com; Andrew Bremer
Subject: Epcon Development Project

Ava and Mr. Bremer,
Thank you Urso for keeping us informed regarding the status of your Epcon Community Project. We believe this new community will be a plus for the Village as well as we Seniors who see a need for this type of living arrangement, no mowing, no snow removal, and not a step to climb.
My parents retired in Florida many years ago in a 55 & Over community. They enjoyed their living style immensely, no yard work and a lot time for recreation. We have a home in Florida as well as in the Village. The community is not just for seniors, but there are restrictions that have to be followed by all. We like the idea of having common sense rules that you must abide by. The important point is potential buyers need to know the rules and agree to follow them plus there are HOA monthly or quarterly fees to be paid by each home to pay for the services and amenities.
Yes, there are many Seniors living in Florida, but there are Seniors living in this area who would enjoy a well kept, quiet community that also offers recreation venues.
We totally back this Development. We have looked at the floor plans online and the open concept they offer is the type of home we are looking for. Please keep us informed as this project progresses.

John & Judy Thomas
Linden Parkway

Sent from my iPad