

**CITY OF LAKE GENEVA
PLAN COMMISSION MEETING
MONDAY, FEBRUARY 15, 2016 - 6:30 PM
COUNCIL CHAMBERS, CITY HALL**

Agenda

1. Meeting called to order by Mayor Connors.
2. Roll Call.
3. Approve Minutes of December 21, 2015 Plan Commission meeting as distributed.
4. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to five (5) minutes.
5. Acknowledgment of Correspondence. - None
6. Downtown Design Review.
 - A. Application by Elizabeth Chappell for Americuts, 511 Broad Street, Lake Geneva, WI 53147 for a new exterior menu board sign on the storefront at Tax Key No. ZOP 00029.
 - B. Application by Elizabeth Chappell for Lake Geneva Art Museum, 513 Broad Street, Lake Geneva, WI 53147 for a new exterior menu board sign on the storefront at Tax Key No. ZOP 00029.
7. Review and Recommendation on an Application for Site Plan Review for landscape alteration filed by Dan Winkler, City of Lake Geneva Utility Commission, 361 West Main Street, Lake Geneva, WI 53147 for the front lawn and fountain area at the Riviera, 812 Wrigley Drive.
8. Public Hearing and recommendation on a Conditional Use Application filed by Liquid Capital dba Melges Car Wash, 1100 S Edwards Blvd., Lake Geneva, WI 53147, for the installation of an electronic message center on a freestanding monument sign located at 1100 S Edwards Blvd., Tax Key No. ZA456600003.
9. Review and Recommendation on an Application for Land Division Review for a Certified Survey Map submitted by GPC Real Estate LLC, PO Box 400, Libertyville, IL 60048 for land located Wells Street and North Bloomfield Road, Lake Geneva, WI 53147, Tax Key Nos. ZGM 00001 thru ZGM 00109.
10. Public Hearing and recommendation on a Planned Development (PD) for a new residential Final Plat and onsite club house/amenity center for Symphony Bay, filed by Taylor Morrison of Illinois, Inc., 1834 Walden Office Square, Suite 300, Schaumburg, Illinois 60173 for property located South of Townline Road, North of Bloomfield Road and East of Edwards Blvd. Lake Geneva, WI 53147, formally known as Southland Farms Subdivision, Tax Key No's to be assigned.
11. Adjournment

QUORUM OF CITY COUNCIL MEMBERS MAY BE PRESENT

Requests from persons with disabilities, who need assistance in order to participate in this meeting, should be made to the City Clerk's office, in order for appropriate accommodations.

Posted 2/11/16

STAFF REPORT
To Lake Geneva Plan Commission

Meeting Date: February 16, 2016

Agenda Item #6A

Applicant:

Elizabeth Chappell for Americuts
511 Broad Street
Lake Geneva, WI 53147

Request:

Exterior Menu Board Sign
Tax Key No. ZOP 00307

Description:

The applicant proposes to a Menu Board sign at her business. The design of the Menu Board meets the new Sign Ordinance and also the Downtown Design Overlay District requirements.

Staff Recommendation:

The new Menu Board Sign meets all specifications for the Downtown district and Sign Ordinance. Staff's recommendation is that the Menu Board be approved as presented with any Commission amendments. Staff commends the applicant for being the first application of this new sign in the City.

Agenda Item #6B

Applicant:

Elizabeth Chappell for Lake Geneva Art Museum
513 Broad Street
Lake Geneva, WI 53147

Request:

Exterior Menu Board Sign
Tax Key No. ZOP 00307

Description:

The applicant proposes to a Menu Board sign at her business. The design of the Menu Board meets the new Sign Ordinance and also the Downtown Design Overlay District requirements.

Staff Recommendation:

The new Menu Board Sign meets all specifications for the Downtown district and Sign Ordinance. Staff's recommendation is that the Menu Board be approved as presented with any Commission amendments. Staff commends the applicant for being the first application of this new sign in the City.

Agenda Item #7

Applicant:
City of Lake Geneva Utility Commission
361 W Main Street
Lake Geneva, WI 53147

Request:
Applying for site plan approval to relandscape the front lawn and fountain area at the Riviera building at 812 Wrigley Drive.

Description:

The applicant is proposing to have an extensive remodeling of the Driehaus Plaza at the Riviera.

Staff Report and Recommendation:

The landscaping plans have been approved by both the Beautification and Public Works committees and exceed all of the landscaping requirements of the Zoning Code. Staff believes that the area will be enhanced and more aesthetically pleasing than the current landscaping and recommends approval of the site plan.

Agenda Item #8

Applicant:
Liquid Capital (Melges Car Wash)
1100 S Edwards Blvd.
Lake Geneva, WI 53147

Request:
Conditional Use to install a electronic messaging center at the current location of the monument sign of the business at 1100 S Edwards, Blvd., Lake Geneva, WI 53147, Tax Parcel ZA456600003.

Description: The applicant would like to replace the existing monument sign at his business with an electronic message board.

Action by the Plan Commission:

As part of the consideration of a requested Conditional Use Permit, the Plan Commission needs to make findings per the requirements of the Zoning Ordinance, and then make a recommendation to the city Council.

Staff Recommendation:

Staff has no objection to the electronic message board as a replacement for the current monument sign as long as the applicant adheres to the requirements that the message on the sign cannot scroll or change more than once per minute. The area is predominately rural and commercial properties and the business directly to the North and the church to the South both have electronic signs.

Suggested Plan Commission Finding for Recommendation to Common Council:

- A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be all of the following:
1. In general, the proposed Conditional Use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 2. Specific to this site, the proposed Conditional Use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

3. The proposed Conditional Use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 4. The proposed Conditional Use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 5. The proposed Conditional Use is located in an area that will be adequately served by, and will not impose an undue burden on any of improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed Conditional Use outweigh all potential adverse impacts of the proposed Conditional Use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.
- B. If, after the public hearing, the Commission wishes to recommend *denial*, then the appropriate fact finding would be one or more of the following:
1. In general, the proposed Conditional Use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 2. Specific to this site, the proposed Conditional Use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 3. The proposed Conditional Use in its proposed location, and as depicted on the required site plan does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 4. The proposed Conditional Use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 5. The proposed Conditional Use is not located in an area that will be adequately served by, and will not impose an undue burden on any of improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed Conditional Use do not outweigh all potential adverse impacts of the proposed Conditional Use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Agenda Item #9

Applicant:

GPC Real Estate, LLC

PO Box 400

Libertyville, IL 60048

Request:

Certified Survey Map approval for land located in the City of Lake Geneva at Wells Street and North Bloomfield Road, Tax Key No's ZGM 00001-00109.

Description:

Application for Land Division Review for a for a Certified Survey Map (CSM) to combine all of the parcels of a condominium plat into one parcel.

Staff Recommendation:

Staff has no objection to a recommendation for approval and the City Engineer has reviewed and has no objections to proceeding. The property was designed to originally be a condominium complex, but has always been run as an apartment complex. The condominium has already received approval to vacate the existing agreement and is looking to combine the parcels together into one plat.

Agenda Item #10

Applicant:

Taylor Morrison of Illinois, Inc.

1834 Walden Office Square, Suite 300

Schaumburg, IL 60173

Request:

Applying for a Planned Development, Final Plat and Precise Implementaion Pland (PIP) for the Symphony Bay Subdivision and onsite Club House and Amenity Center located at Townline and Bloomfield Roads, East of Edwards Blvd, Tax Key No's to be assigned.

Staff Recommendation:

Staff has no problem with granting the Planned Development for the Final Plat and onsite Club House/Amenity Center for the project with the requirements that the developer finalize the Developer's agreement with the City of Lake Geneva. The developer has work extensively with City Staff and has addressed all of the Plan Commissions requirements from the General Development Plan (GDP) that was previously approved.

- A. If, after the public hearing, the Commission wishes to recommend approval, then the appropriate fact finding would be:
1. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 2. Specific to this site, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 3. The proposed conditional use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

4. The proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 5. The proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on any of improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.
- B. If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be:
1. In general, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 2. Specific to this site, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 3. The proposed conditional use in its proposed location, and as depicted on the required site plan does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 4. The proposed conditional use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 5. The proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on any of improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed conditional use do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Staff may provide additional comment on the above items and will comment on remaining agenda items at the meeting.

Kenneth Robers
Zoning Administrator

Minutes

1. Meeting called to order by Mayor Connors at 6:30 pm.

2. Roll Call

Present: Al Kupsik, John Gibbs, Doug Skates, Cindy Flower, Tyler Frederick
Also Present: Planner Mike Slavney, Atty. Dan Draper, Mayor Connors, Administrator Oborn,
Inspector Robers and Assistant Gregoles
Not Present: Sarah Adams

3. Approve Minutes of November 16, 2015 Plan Commission meeting as distributed.

MOTION #1

Skates/Gibbs moved to approve the minutes of November 16, 2015 Plan Commission meeting as distributed.
The motion carried unanimously.

4. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to five (5) minutes. - None

5. Acknowledgment of Correspondence

Letter dated 12-17-15 received from Kapur & Associates, Inc. regarding the review of Drainage Plans & Calculations for 145 Lake View Drive which is Agenda Item # 7 (*copy filed with these hard copy minutes*).

Email letter received on 12-21-15 from Dan Winkler regarding the fence at 1322 West Main Street, Agenda Item # 9 (*copy filed with these hard copy minutes*).

6. Downtown Design Review - None

7. Continued Public Hearing and recommendation on a Conditional Use Application filed by Kelly C. Frazier of McCormack + Etten / Architects, LLP, 400 Broad Street, Lake Geneva, WI 53147 for Bruce & Joy Irussi, 13481 Edgewater Drive, Lakewood, OH 44107, to construct an addition to a Single Family Residence using the SR-4 Zoning requirements in an Estate Residential Zoning District (ER-1) located at 145 Lakeview Drive, Lake Geneva, WI, Tax Key No. ZLM 00074.

DISCUSSION – Kelly C. Frazier / McCormack & Etten (agent for applicant)

Frazier gave brief overview of the application details and there was a brief discussion amongst the Commission to clarify the details. Warren Hansen then discussed the drainage plans with the commission, referencing the drainage site maps 1 & 2 that they submitted prior to the meeting. These plans were submitted and reviewed by the City Engineer, Kapur & Associates. There was significant discussion regarding the details of the existing drainage issues and the future drainage plans. Several conditions were agreed to be added to the motion including the need for a maintenance agreement that would stay with the property not the owners.

PUBLIC SPEAKER #1 –Hugh Connelly/1589 Orchard, LG

Connelly thanked the home owner and their agents for working with them on the drainage issues. He emphasized that the maintenance of the new drainage plans will be critical, especially in the Fall season. In addition he had some questions related to the proposed rain garden which Mr. Hansen replied to promptly.

PUBLIC SPEAKER #2 –Jim Wilken/1650 Lakeview Drive, LG

Wilken had questions regarding the location of some of the drainage plans as well as concerns about the trees that may be affected during this project. Frazier and Hansen were able to reply to his concerns immediately. He also thanked the home owner and their agents for working with them on the drainage issues.

Mayor Connors asked for clarification on where the drainage pipe on the west side of the street and how far south it will go. Hansen replied that it would be approximately 5 feet behind the curb, between the curb and the sidewalk and will go down to just about the start of the curve at a location where there is an existing catch basin. Hansen used the GIS map on the overhead screen to show the commission where this would be. Flower and Hansen discussed future development on the west side and how it would be affected. Flower suggested increasing the slope which could solve future home development issues.

PUBLIC SPEAKER #3 –Dave Merhar, 1591 Lakeview, LG

Merhar voiced his concerns regarding the drainage solution. He stated that today with little rain we received, the intersection was flooded with standing pavement water 3-4 inches deep. He also had concerns about how long this project would take and when it would take place. There was some back and forth discussion with the applicants to clarify these issues.

PUBLIC SPEAKER #1 again – Hugh Connelly/1589 Orchard, LG

Connelly (Speaking again) spoke about the seriously deteriorated curb issues in this area and the serious ponding that occurs during a rain storm. This ponding then adds to the curb/gutter deterioration problem. He stated there is currently no storm sewer there. This generated more general discussion amongst the commission and the agents in reply to his concerns.

PUBLIC SPEAKER #2 again –Jim Wilken /1650 Lakeview Drive, LG

Wilken (Speaking again) – He had more questions regarding the drainage plans and gave details of the drainage currently in place on his property.

MOTION #2

Kupsik/Gibbs moved to close the public hearing. The motion carried unanimously.

Planner Slavney stated the conditions that need to be considered for this project regarding construction, ongoing maintenance responsibilities and replacement of any existing trees that may be damaged during the project. Inspector Robers commented on the right of way issues and that they would typically be handled thru Dan Winkler's office. Attorney Draper addressed and recommended that the connection point be dedicated to the City and therefore it would become the City's responsibility. The City Engineer would have to approve any plans.

City Planner Slavney gave a brief explanation of what ER1 and SR4 requirements are. He stated that historically we have approved these types of Conditional Uses'. However, it is not uncommon to add conditions to the approval. He also stated that the installation of this storm sewer will cost the home owner tens of thousands of dollars and is not a requirement. Inspector Robers detailed typical construction requirements and general timelines for a project this size.

MOTION #3

Flower/Skates moved to approve the application filed by Kelly C. Frazier of McCormack + Etten / Architects, LLP, 400 Broad Street, Lake Geneva, WI 53147 for Bruce & Joy Irussi, 13481 Edgewater Drive, Lakewood, OH 44107, to construct an addition to a Single Family Residence using the SR-4 Zoning requirements in an Estate Residential Zoning District (ER-1) located at 145 Lakeview Drive, Tax Key No. ZLM 00074. Pursuant to the Finding of facts and City staff comments with the provisions that the owner construct the drainage system as presented, approved, and inspected by the City Engineer, deed the portions of storm sewer constructed in the City ROW to the City, restore all areas constructed in the ROW to pre-existing conditions, check that storm sewer does not interfere with the ability to supply utilities to undeveloped lots, provide a sequence of construction to the Building Inspector and City Engineer, and that an ongoing maintenance agreement for the storm inlets be applied to the property in perpetuity. The motion carried unanimously.

8. **Public Hearing and recommendation on a Precise Implement Plan (PIP) Amendment for additions to an existing building filed by Ken Etten of McCormack + Etten / Architects, LLP, 400 Broad Street, Lake Geneva, WI 53147 for Geneva Professional Group, 312 Center Street, Lake Geneva, WI 53147, Tax Key No. ZOP 00161.**

DISCUSSION –Ken Etten, McCormack + Etten Architects, LLP, 400 Broad Street, LG - on behalf of Applicants

Etten gave brief overview of the application details and there was a brief discussion amongst the Commission to clarify the details.

PUBLIC SPEAKERS - None

MOTION #4

Kupsik/Skates moved to close the public hearing. The motion carried unanimously.

MOTION #5

Kupsik/Gibbs moved to approve recommendation on a Precise Implement Plan (PIP) Amendment for additions to an existing building filed by Ken Etten of McCormack + Etten / Architects, LLP, 400 Broad Street, Lake Geneva, WI 53147 for Geneva Professional Group, 312 Center Street, Lake Geneva, WI 53147, Tax Key No. ZOP 00161.

The motion carried unanimously.

9. **Public Hearing and recommendation on a Conditional Use Application filed by Ken Etten of McCormack + Etten / Architects, LLP, 400 Broad Street, Lake Geneva, WI 53147 for Edith G. Andrew Trust for the installation of a decorative fence in excess of three feet (six feet), in the front street yard on property line and in Right of Way at 1322 W. Main Street, Lake Geneva, WI 53147, Tax Key No. ZYUP 00094L.**

DISCUSSION – Ken Etten of McCormack + Etten /Architects, LLP, 400 Broad Street, LG for Edith G. Andrew

Etten gave brief overview of the application details and there was a some discussion amongst the Commission to clarify the details.

PUBLIC SPEAKERS - None

MOTION #6

Kupsik/Skates moved to close the public hearing. The motion carried unanimously.

MOTION #7

Kupsik/Mayor Connors moved to approve recommendation on a Conditional Use Application filed by Ken Etten of McCormack + Etten / Architects, LLP, 400 Broad Street, Lake Geneva, WI 53147 for Edith G. Andrew Trust for the installation of a decorative fence in excess of three feet (six feet), in the front street yard on property line and in Right of Way at 1322 W. Main Street, Lake Geneva, WI 53147, Tax Key No. ZYUP 00094L. Pursuant to the Finding of facts and City staff comments with the provisions that the owner obtains a ROW occupancy permit from the Public Works department and the fence be removed at the owners expense if deemed necessary by the city at some future date. The motion carried unanimously.

10. **Public Hearing and recommendation on a Precise Implement Plan (PIP) Amendment filed by Tom Howald, ALDI, Inc. Oak Creek Division, 9342 South 13th Street, Oak Creek, WI 53154 for Interra-Sky Lake Geneva LLC, 2400 Augusta Drive, Suite 330, Houston TX, 77057 for the building at 200 N Edwards Blvd., Lake Geneva, WI 53147 to modify the entrance over an existing tenant space and add a loading dock to rear of building, Tax Key No. ZA196100001.**

DISCUSSION – Tom Howald, ALDI, Inc. Oak Creek Division, Oak Creek, WI

Howald gave brief overview of the application details and there was a brief discussion amongst the Commission to clarify the details. It is to be noted that the brick presented at the meeting is not representative of what would be used during construction.

PUBLIC SPEAKERS - None

MOTION #8

Kupsik/Gibbs moved to close the public hearing. The motion carried unanimously.

MOTION #9

Kupsik/Flower moved to approve recommendation on a Precise Implement Plan (PIP) Amendment filed by Tom Howald, ALDI, Inc. Oak Creek Division, 9342 South 13th Street, Oak Creek, WI 53154 for Interra-Sky Lake Geneva LLC, 2400 Augusta Drive, Suite 330, Houston TX, 77057 for the building at 200 N Edwards Blvd., Lake Geneva, WI 53147 to modify the entrance over an existing tenant space and add a loading dock to rear of building, Tax Key No. ZA196100001, Pursuant to the Finding of facts and City staff comments and staff to approve the brick colors so that they match the existing other units. The motion carried unanimously.

11. Public Hearing and recommendation on a Conditional Use Application filed by Lake Geneva Architects, 201 Broad Street for Dean Athans, W3155 Snake Road, Lake Geneva, WI 53147 to exceed the Twenty foot wide passive recreational corridor in the Shore Yard Setback for new construction at W3155 Snake Road, Lake Geneva, WI 53147, Tax Key No. ZWIL 00004.

DISCUSSION –Jason Bernard – LG Architects for Dean Athans Family

Bernard gave brief overview of the application details and there was a brief discussion amongst the Commission to clarify the details.

PUBLIC SPEAKER #1 –Dale Buelter, W3147 Geneva Bay Dr, LG (First house on the right in Geneva Bay)

Buelter gave commendations to Dean Athans on the tree retention and the estate that he is restoring back to its natural state. He has concerns however about the trucks that would be coming in during construction. Bernard replied that they would be using the main driveway and not the gravel driveway.

MOTION #10

Skates/Kupsik moved to close the public hearing. The motion carried unanimously.

MOTION #11

Kupsik/Gibbs moved to approve recommendation on a Conditional Use Application filed by Lake Geneva Architects, 201 Broad Street for Dean Athans, W3155 Snake Road, Lake Geneva, WI 53147 to exceed the Twenty foot wide passive recreational corridor in the Shore Yard Setback for new construction at W3155 Snake Road, Lake Geneva, WI 53147, Tax Key No. ZWIL 00004. Pursuant to the Finding of facts and City staff comments with the provisions that the owner use the main driveway into the property for all construction activity. The motion carried unanimously.

12. Adjournment

MOTION #12

Gibbs/Flower moved to adjourn the meeting at 8:37 pm. The motion carried unanimously.

/s/Jackie Gregoles, B&Z Administrative Assistant

THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED BY THE PLAN COMMISSION

To: Mr. Ken Robers, **Date:** December 17, 2015

From: Greg Governatori, P.E.

CC: Plan Commission Members

Subject: Review of Drainage Plans & Calculations for 145 Lake View Drive
(Irussi Residence)

At the request of the City of Lake Geneva we have completed a review of the site plans and drainage calculations for the proposed residence at 145 Lake View Drive. Our review was conducted to determine compliance with the City of Lake Geneva Municipal Code and standard engineering practices. The purpose of our review is ensure compliance with the Lake Geneva municipal code and to ensure that the proposed residence does not increase storm water or adversely affect the adjacent property owners.

The following documents were submitted for review:

- Drainage Improvement Plan - dated December 16th, 2015 as prepared by Farris, Hansen and Associates, Inc.
- Prior Correspondence with neighbors and responses.

The submittal has provided extensive calculations and analysis of the storm water of the property. The owner is proposing to add 490 feet of 10" storm sewer and five catch basins to collect drainage and direct away from the properties to the south. The entire footprint of the residence (existing and proposed) has been capture along with the courtyard, decks and porches within the proposed storm sewer system. In addition, they are proposing a rain garden at the South east corner of the property to detain the runoff from the lawn/landscape area east of the residence.

Complete calculations for all proposed roof drains and storm sewer have been provided. The applicant proposes to oversize all drains to 6" or 8". There is a small discrepancy in the 8" deck drain and the calculation which specifies a 6" as adequate, however the plan specifies an 8" which is oversized and acceptable.

Municipal Storm systems are typically designed to handle up to the 10-year rainfall intensity. The 10" storm sewer has been sized according to the 100-yr rainfall intensity. This may create an issue with the existing city sewer at the connection point. As mentioned in the review comments from the design engineer this would be typical under "normal" heavy conditions.

A "No Mow" Fescue Seed and erosion blanket has been proposed on the side slope to the east which will stabilize the slope after construction and reduce runoff.

The report refers to reducing flow to the south by 60%, but it is unclear from the information submitted how that reduction is being calculated, no existing flow or volume information was provided. It is apparent from the plans that a significant portion of the existing drainage area and runoff is being captured and directed to the storm sewer system.

Maintenance of the storm sewer inlets, and the rain garden will be critical to the functionality of the system. The rain garden is proposed as a secondary beneficial feature. An easement or deed restriction may be considered to ensure the rain garden is not removed or replaced in the future. The owner has mentioned that an off season landscape company will be retained for maintenance.

Based on the submitted calculations and plans the materials satisfy the requirements for storm water runoff management.

Please contact me if you have any questions or comments pertaining to this project.



City of Lake Geneva
Building and Zoning
626 Geneva Street
Lake Geneva, WI 53147

APPLICATION FOR DOWNTOWN DESIGN REVIEW

Site Address & Parcel No.:

511 Broad St

Name & Address of Current Building Owner:

Jackie Nenerley

Telephone Number of Current Building Owner:

262-903-3732

Name & Address of Applicant:

Elizabeth Chappell of Americuts
511 Broad St
Lake Geneva, WI 53147

Telephone Number of Applicant:

262-903-8035 or 262-249-1020

Proposed Design Change:

menu box on outside of building

Zoning District:

Downtown

Names & Address of Architect, Engineer, and/or Contractor of Project:

N/A

Description of Project:

11x17x 1/8 silver, locking, hinged,
outdoor menu display case.

Date:

2/3/16

Signature of Applicant:

Elizabeth Chappell

All outdoor menu display case

Try Prime

Shop with business only prices and FREE Two-Day Shipping.

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Your Lists

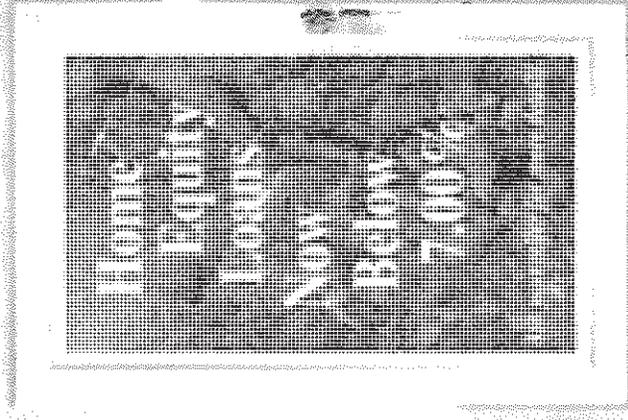
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Back to search results for "outdoor menu display case"



11 x 17 Inches Outdoor Case with Locking, Hinged Door - Aluminum (Silver) (V2)

3 customer reviews

~~\$80.70~~ + \$11.14 shipping (122%)

\$80.70 + \$11.14 shipping

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Ship to:

Elizabeth Chappel

Add to List

Delivery Date: Feb. 4 - 9 when you choose shipping at checkout. Sold by DisplayShops.

Perfect for easy access to displayed signage. The gasket to prevent water from entering.

The polycarbonate front pane is ideal for

- Locking mechanism to prevent tampering.
- Dimensions: Overall: 13-7/8" x 19-3/4" x 1-1/8" Viewable Area: 10 1/4" x 16 1/2" Weight: 7 lbs.

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City of Lake Geneva
Building and Zoning
626 Geneva Street
Lake Geneva, WI 53147

APPLICATION FOR DOWNTOWN DESIGN REVIEW

Site Address & Parcel No.:

513 Broad St

Name & Address of Current Building Owner:

Jackie Henerley

Telephone Number of Current Building Owner:

262-903-3732

Name & Address of Applicant:

Elizabeth Chappell of Lake Geneva Art Museum
513 Broad St
Lake Geneva, WI 53147

Telephone Number of Applicant:

262-903-8035

Proposed Design Change:

Menu Box on outside of building.

Zoning District:

Downtown

Names & Address of Architect, Engineer, and/or Contractor of Project:

N/A

Description of Project:

11x17x1/8 silver locking, hinged
outdoor menu display case.

Date:

2/3/16

Signature of Applicant:

EA Chappell

All outdoor menu display case

Try Prime

Shop by Department

Shopping History Elizabeth's Amazon.com Today's Deals

Hello, Elizabeth

Your Account

Your Lists Cart

Office Products

Office Deals

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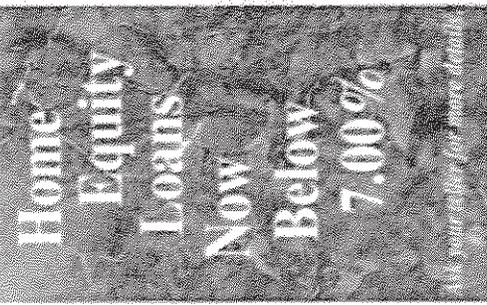
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- Locking mechanism to prevent tampering.
- Dimensions: Overall: 13-7/8" x 19-3/4" x 1-1/8" Viewable Area: 10 1/4" x 16 1/2" Weight: 7 lbs.

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APPLICATION FOR SITE PLAN REVIEW

City of Lake Geneva

Site Address and Parcel No. or Legal Description:

THE RIVERBENT, 812 WRIGHT DRIVE, LAKE GENEVA, WI

Name and Address of Current Owner:

CITY OF LAKE GENEVA, 626 GENEVA STREET, LAKE GENEVA, WI
53147

Telephone No. of Current Owner including area code:

262-248-3673

Name and Address of Applicant:

DANIEL S. WINKLER, CITY OF LAKE GENEVA UTILITY COMMISSION,
361 WEST MACH STREET, LAKE GENEVA, WI 53147

Telephone No. of Applicant including area code:

262-248-7311

Proposed Use:

RELANDSCAPING THE FRONT LAWN.

Zoning District:

ER-1

Names and Addresses of architect, professional engineer and contractor of project:

LANDSCAPE ARCHITECT - WASSERMAN CONNOLLY ARCHITECTURE, LANDSCAPE ARCHITECTURE
P.O. BOX 1138, SHOREWOOD, WI 53211
PE - DANIEL S. WINKLER, P.E., LAKE GENEVA UTILITY COMMISSION (SAME AS ABOVE)

Short statement describing activities to take place on site:

REMOVAL OF OVERGROWN LANDSCAPING IN FRONT AREA OF ORIGINALS PLAZA,
PLANTING OF ORNAMENTAL TREES AND HEDGES, ADDITIONAL BRICK AND CONCRETE
PLAZA, BENCHES, LIGHTING, AND MULCH.

Site Plan Review fee: \$400.00, due upon filing of Application.

Daniel S. Winkler
Signature of Applicant

**CITY OF LAKE GENEVA PROCEDURAL CHECKLIST FOR:
SITE PLAN REVIEW AND APPROVAL (Requirements per Section 98-908)**

This form should be used by the Applicant as a guide to submitting a complete application for a site plan review and by the City to process said application. Part II should be used by the Applicant to submit a complete application; Parts I - III should be used by the City as a guide when processing said application.

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

- Pre-submittal staff meeting scheduled:
 Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
- Follow-up pre-submittal staff meetings scheduled for:
 Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
 Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
 Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
 Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
- Application form filed with Zoning Administrator: Date: _____ by: _____
- Application fee of \$ _____ received by Zoning Administrator: Date: _____ by: _____
- Reimbursement of professional consultant costs agreement executed: Date: _____ by: _____

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

Prior to submitting the 25 final complete applications as certified by the Zoning Administrator, the Applicant shall submit 5 initial draft application packets for staff review, followed by one revised draft final application packet based upon staff review and comments.

Initial Packet (5 Copies to Zoning Administrator) Date: _____ by: _____
 ↓ Draft Final Packet (1 Copy to Zoning Administrator) Date: _____ by: _____
 ↓

- (a) A written description of the intended use describing in reasonable detail the:
 - Existing zoning district(s) (and proposed zoning district(s) if different);
 - Land use plan map designation(s);
 - Current land uses present on the subject property;
 - Proposed land uses for the subject property (per Section 98-206);
 - Projected number of residents, employees, and daily customers;
 - Proposed amount of dwelling units, floor area, impervious surface area, and landscape surface area, and resulting site density, floor area ratio, impervious surface area ratio, and landscape surface area ratio;
 - Operational considerations relating to hours of operation, projected normal and peak water usage, sanitary sewer or septic loadings, and traffic generation;

- ___ Operational considerations relating to potential nuisance creation pertaining to noncompliance with the performance standards addressed in Article VII (Sections 98-701-98-721) including: street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials;
- ___ If no nuisances will be created (as indicated by complete and continuous compliance with the provisions of Article VII), then include the statement "The proposed development shall comply with all requirements of Article VII.";
- ___ Exterior building and fencing materials (Sections 98-718 and 98-720);
- ___ Possible future expansion and related implications for points above;
- ___ Any other information pertinent to adequate understanding by the Plan Commission of the intended use and its relation to nearby properties.

___ ___ (b) A **Small Location Map** at 11" x 17" showing the subject property, all properties within 300 feet, and illustrating its relationship to the nearest street intersection. (A photocopy of the pertinent section of the City's Official Zoning Map with the subject property clearly indicated shall suffice to meet this requirement.)

___ ___ (c) A **Property Site Plan drawing which includes:**

- ___ A title block which indicates the name, address and phone/fax number(s) of the current property owner and/or agent(s) (developer, architect, engineer, planner) for project;
- ___ The date of the original plan and the latest date of revision to the plan;
- ___ A north arrow and a graphic scale (not smaller than one inch equals 100 feet);
- ___ A reduction of the drawing at 11" x 17";
- ___ A legal description of the subject property;
- ___ All property lines and existing and proposed right-of-way lines with bearings and dimensions clearly labeled;
- ___ All existing and proposed easement lines and dimensions with a key provided and explained on the margins of the plan as to ownership and purpose;
- ___ All required building setback lines;
- ___ All existing and proposed buildings, structures, and paved areas, including building entrances, walks, drives, decks, patios, fences, utility poles, drainage facilities, and walls;
- ___ The location and dimension (cross-section and entry throat) of all access points onto public streets;
- ___ The location and dimension of all on-site parking (and off-site parking provisions if they are to be employed), including a summary of the number of parking stalls provided versus required by the Ordinance;
- ___ The location and dimension of all loading and service areas on the subject property and labels indicating the dimension of such areas;
- ___ The location of all outdoor storage areas and the design of all screening devices;
- ___ The location, type, height, size and lighting of all signage on the subject property;
- ___ The location, height, design/type, illumination power and orientation of all exterior lighting on the subject property -- including the clear demonstration of compliance with Section 98-707;
- ___ The location and type of any permanently protected green space areas;
- ___ The location of existing and proposed drainage facilities;
- ___ In the legend, data for the subject property on:
 - ___ Lot Area;
 - ___ Floor Area;
 - ___ Floor Area Ratio (b/a);
 - ___ Impervious Surface Area;
 - ___ Impervious Surface Ratio (d/a);
 - ___ Building Height.

___ ___ (d) A **Detailed Landscaping Plan** of the subject property:

- ___ Scale same as main plan (> or equal to 1" equals 100')
- ___ Map reduction at 11" x 17"

- ___ Showing the location of all required bufferyard and landscaping areas
- ___ Showing existing and proposed Landscape Point fencing
- ___ Showing berm options for meeting said requirements
- ___ Demonstrating complete compliance with the requirements of Article VI
- ___ Providing individual plant locations and species, fencing types and heights, and berm heights;

___ (e) A Grading and Erosion Control Plan:

- ___ Same scale as the main plan (> or equal to 1" equals 100')
- ___ Map reduction at 11" x 17")
- ___ Showing existing and proposed grades including retention walls and related devices, and erosion control measures.

___ (f) Elevation Drawings of proposed buildings or remodeling of existing buildings:

- ___ Showing finished exterior treatment;
- ___ With adequate labels provided to clearly depict exterior materials, texture, color and overall appearance;
- ___ Perspective renderings of the proposed project and/or photos of similar structures may be submitted, but not in lieu of adequate drawings showing the actual intended appearance of the buildings.

NOTE: Initiation of Land Use or Development Activity: Absolutely no land use or development activity, including site clearing, grubbing, or grading shall occur on the subject property prior to the approval of the required site plan. Any such activity prior to such approval shall be a violation of law and shall be subject to all applicable enforcement mechanisms and penalties.

NOTE: Modification of an Approved Site Plan: Any and all variation between development and/or land use activity on the subject property and the approved site plan is a violation of law. An approved site plan shall be revised and approved via the procedures of Subsections 98-908(2) and (4) so as to clearly and completely depict any and all proposed modifications to the previously approved site plan, prior to the initiation of said modifications.

III.FINAL APPLICATION PACKET INFORMATION

- ___ Receipt of 5 full scale copies in blue/line or black/line of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ___ Receipt of 25 reduced (8.5" by 11" text and 11" x 17" graphics) copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____



Public Works Committee

Alderman Bob Kordus Chairman

Alderman Chris Gelting

Alderman Al Kupsik

Alderman Ken Howell

Alderman Sarah Hill

Director of Public Works Daniel S. Winkler, P.E.

Assistant Director of Public Works Tom Earle

City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147-1914

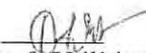
www.cityoflakegeneva.com

Phone: (262) 248-3673

DATE: January 21, 2016

MEMORANDUM

TO: Mayor Jim Connors & Members of the Plan Commission

FROM: Daniel S. Winkler, P.E. 
Director of Public Works & Utilities

SUBJECT: Riviera Front Lawn (Driehaus Plaza) Re-Landscaping Proposal

DISCUSSION

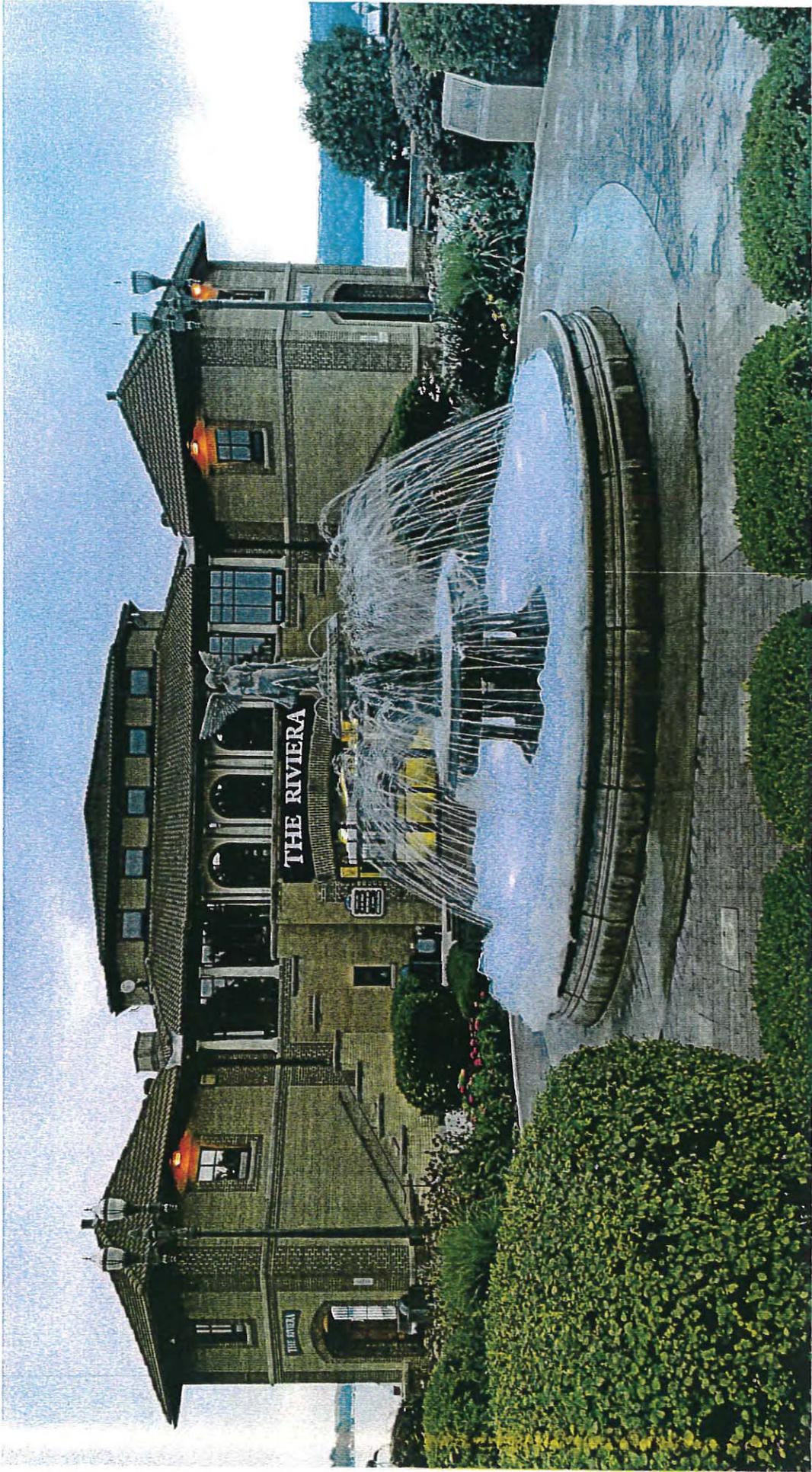
The City of Lake Geneva had previously approved naming the area in front of the Riviera in honor of Mr. Richard Driehaus. The Director of Public Works had been directed by the Public Works Committee to work with the Beautification Committee of Lake Geneva, Inc. to develop a landscaping plan to improve the area. The project would be funded through \$100,000 of remaining TIF monies with the balance of the \$175,000 to \$200,000 sized project guaranteed by the Beautification Committee.

Wasserman Connolly Architecture Landscape Architecture of Shorewood, WI has assisted the Committee with development of a plan which enhances the overall appearance of the plaza to include removal of the overgrown landscaping, planting of 10 ornamental trees, additional brick pavers, taxus hedge, bike bollards, 2 more matching yard lights, some opportunities for uplighting of the planted trees, 16 matching benches, 13 matching planters, widening the bus drop-off area, and a dedication inscription. Plans are provided which depict the proposal in plan and perspective views. The Committee's representative from the Grand Geneva has worked with the landscaping architect to make the project less maintenance intense than it presently is.

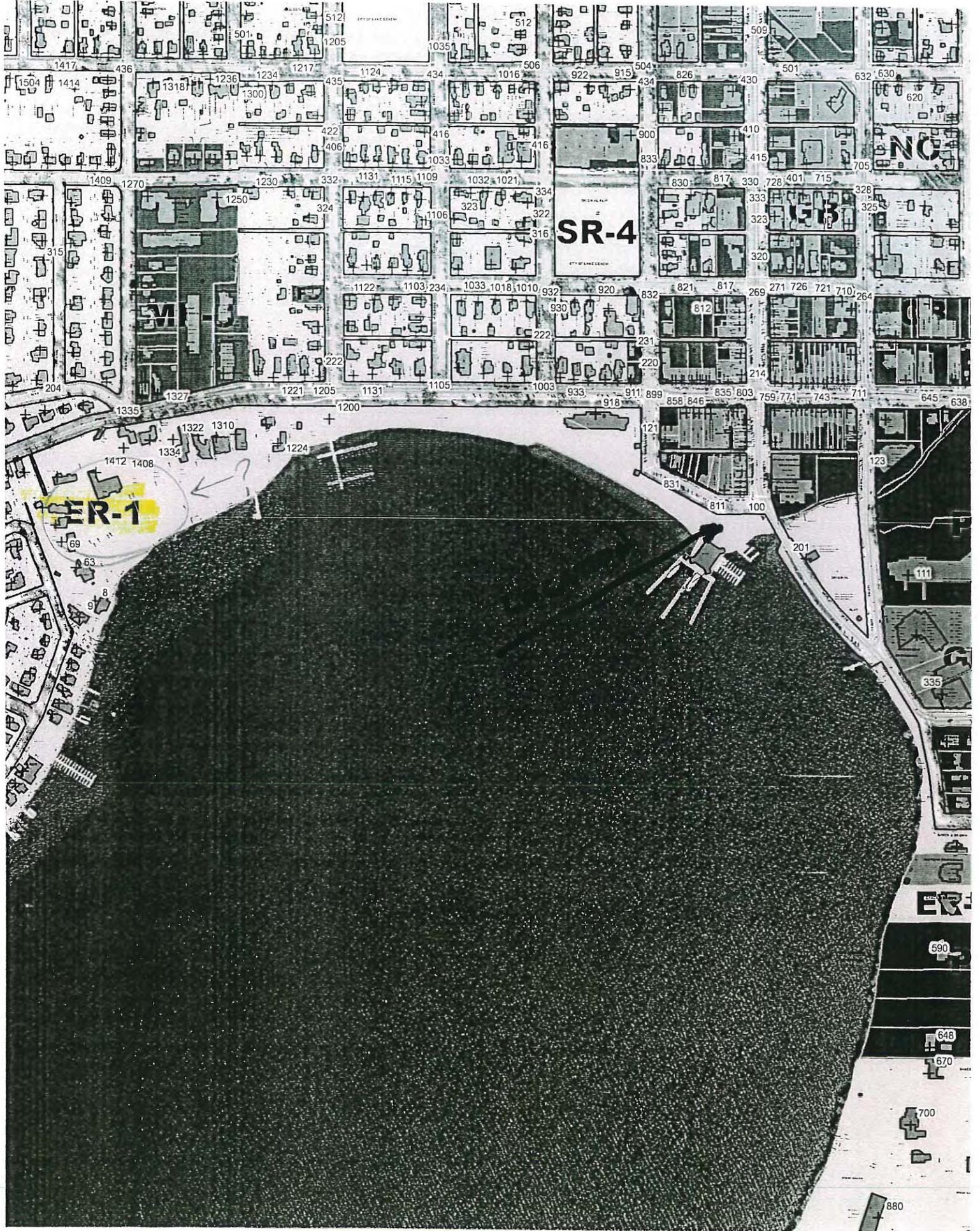
The use of the Riviera front area will not change. But there will be more opportunities for placement of snow sculptures for Winterfest (per Sheet R15.03) and more benches for people to enjoy the space.

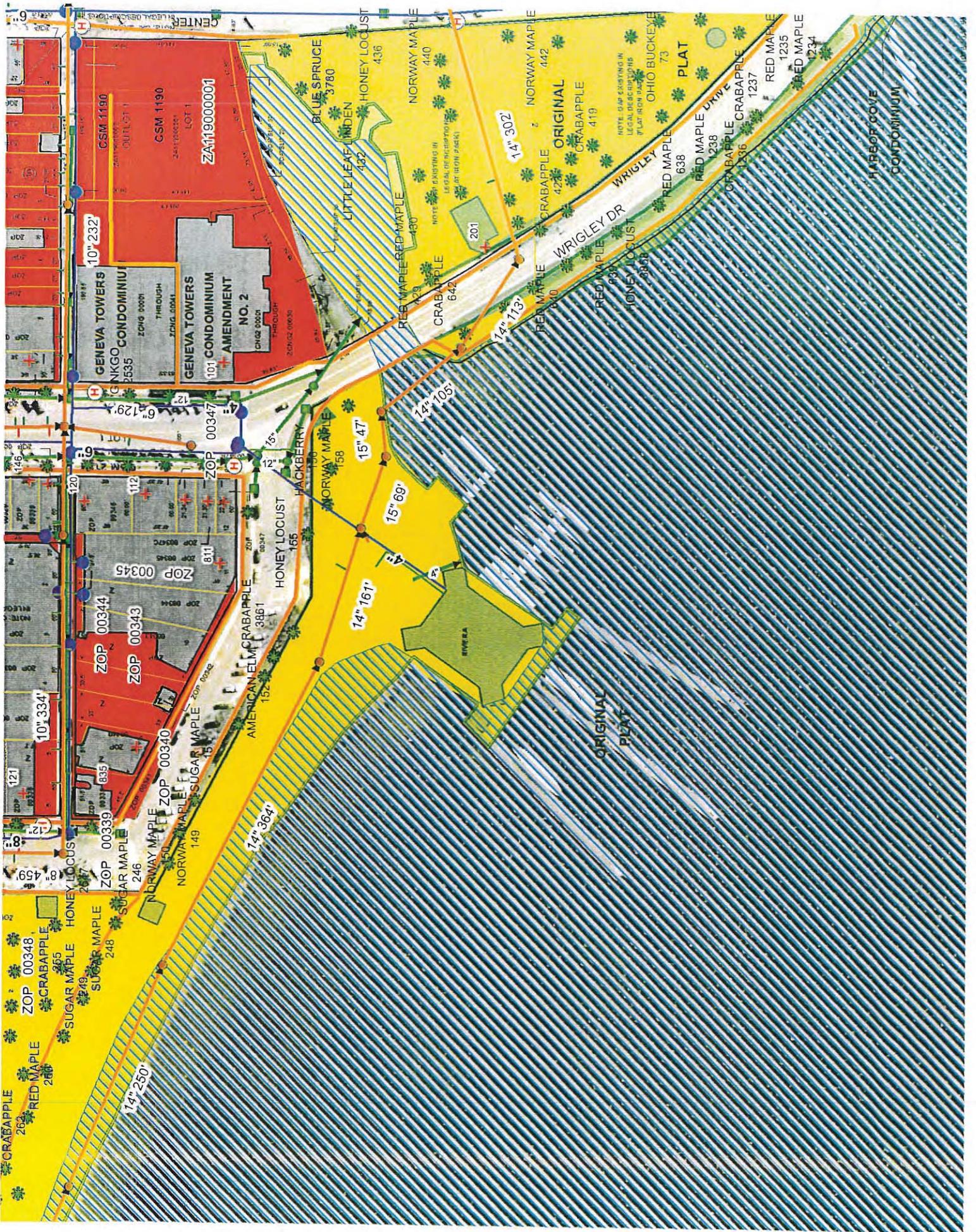
This item has been referred to the Plan Commission with a positive recommendation from the Public Works Committee. It is recommended the Plan Commission forward the proposal to Council with a positive recommendation.

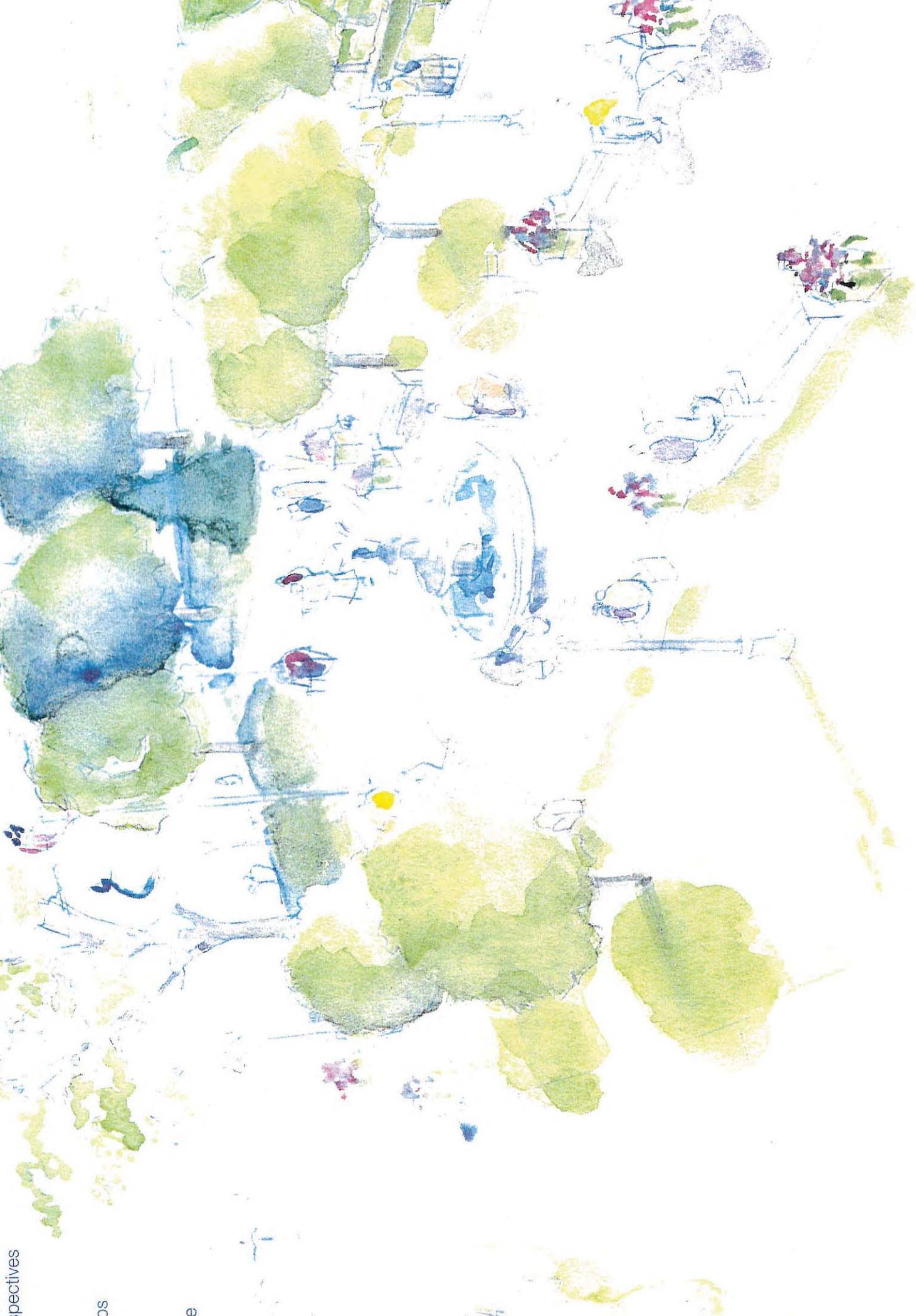
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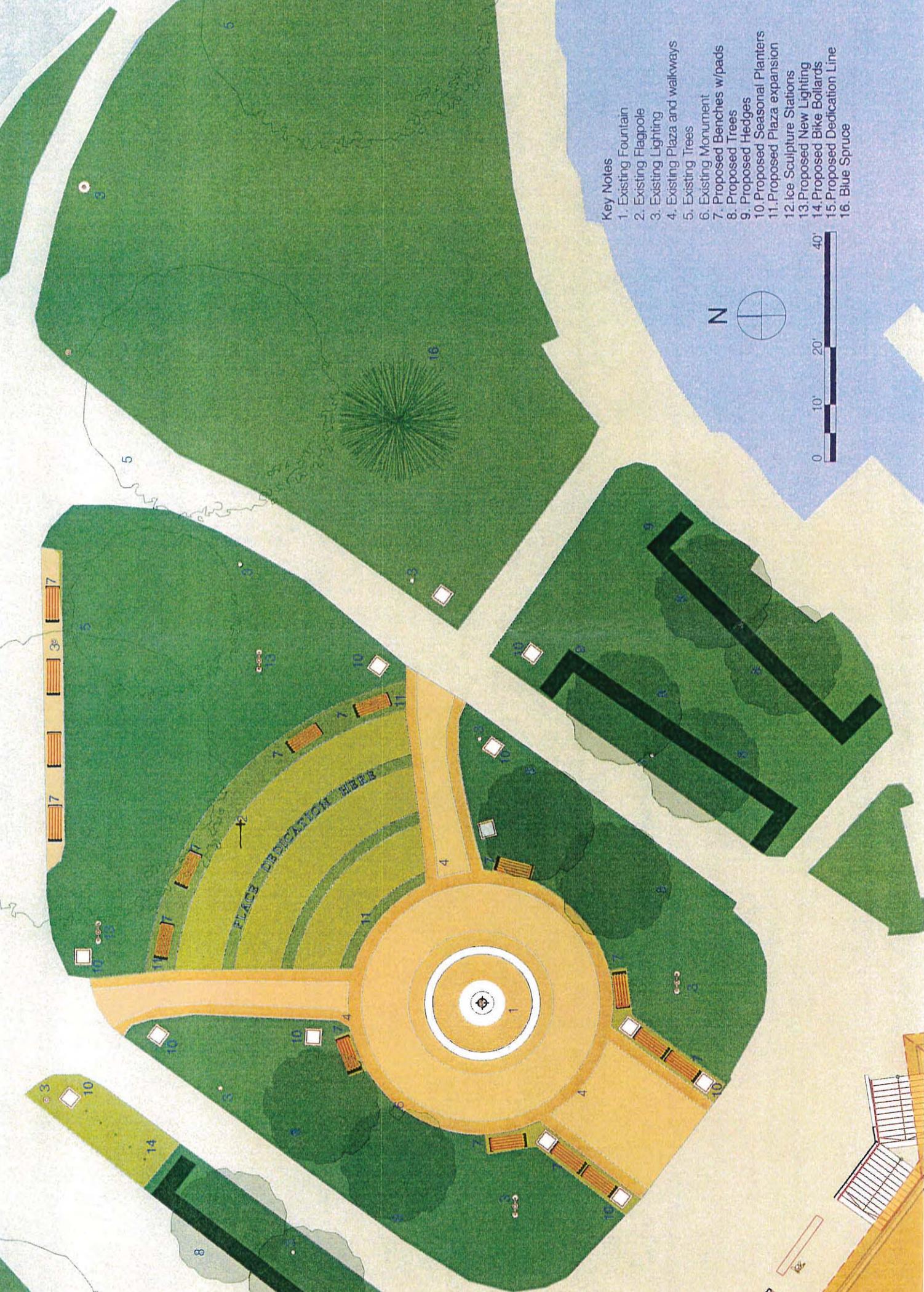
OVERGROWN LANDSCAPING







era Plaza 2015 Prooc



- Key Notes**
1. Existing Fountain
 2. Existing Flagpole
 3. Existing Lighting
 4. Existing Plaza and walkways
 5. Existing Trees
 6. Existing Monument
 7. Proposed Benches w/pads
 8. Proposed Trees
 9. Proposed Hedges
 10. Proposed Seasonal Planters
 11. Proposed Plaza expansion
 12. Ice Sculpture Stations
 13. Proposed New Lighting
 14. Proposed Bike Bollards
 15. Proposed Dedication Line
 16. Blue Spruce



Proposed Plan

Drawing Index
R15.01 Watercolor

R15.13 Royal Raindrops

Date Description
10 June 2015 Present

Landscape Plan for Lake Geneva RIVIERA FOUNTAIN PLAZA
Wasserman Connolly Architecture, Landscape Architecture



12. Ice Sculpture Stations

Pro + Ice Stations

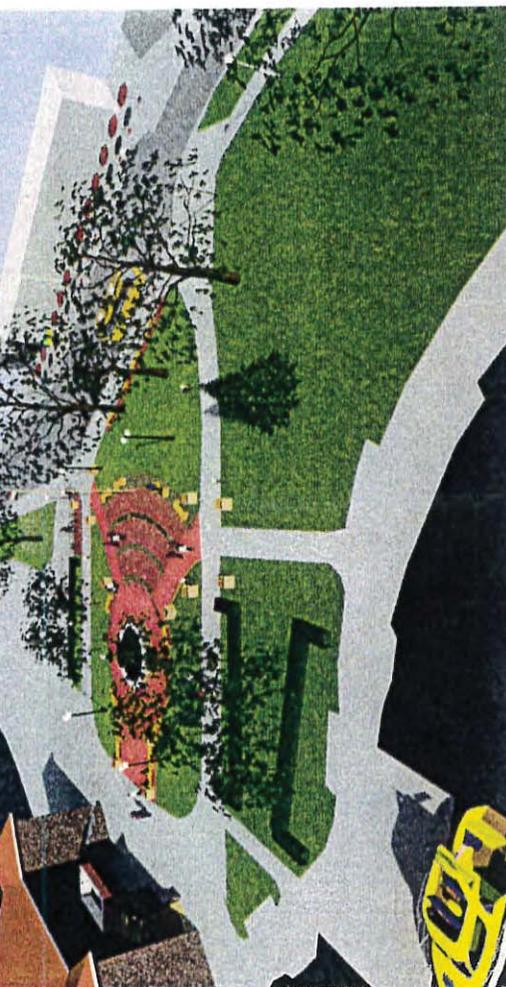
Drawing Index
R15.01 Watercolor

R15.13 Royal Raindrops

Date Description
10 June 2015 Present



Riviera View #7



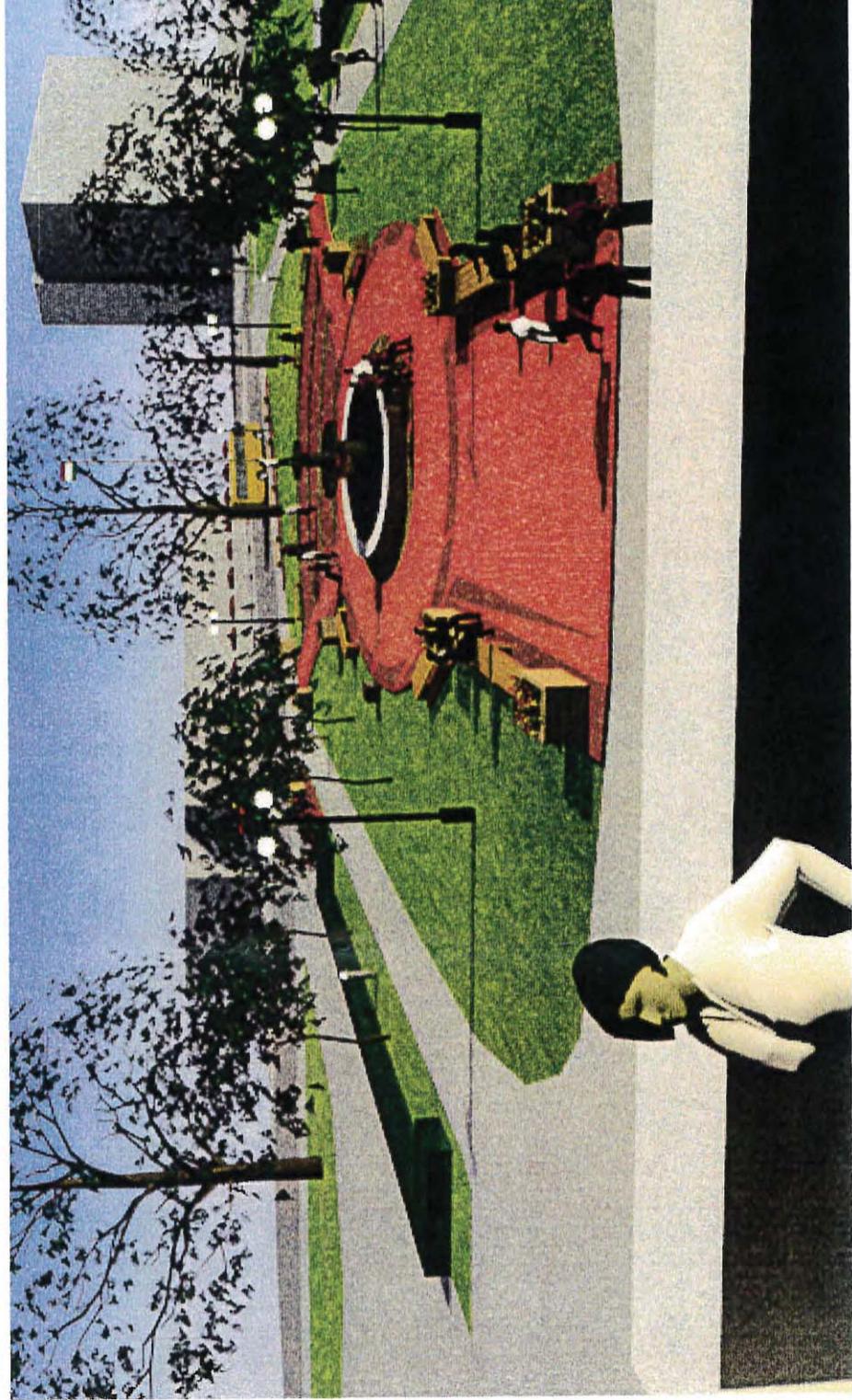
Riviera View #1



3



Riviera View #9



5

Riviera View #4



Riviera View #19



Riviera View #25

2

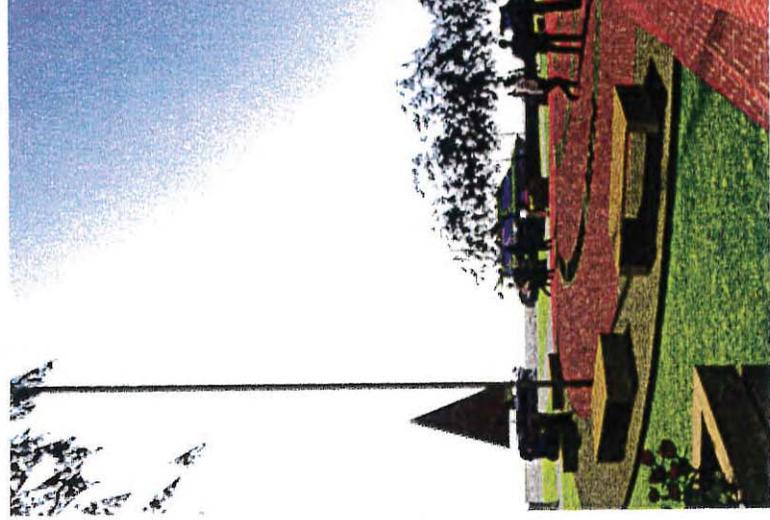


Riviera View #18



Riviera View #20

2



5

Riviera View #5



"Flat" Site Looking NW

Drawing Index

R15.01 Watercolor

R15.13 Royal Raindrops

Date Description

10 June 2015 Present

17 July 2015 Committee Present'n

Landscape Plan for Lake Geneva RIVIERA FOUNTAIN PLAZA

Wasserman Connolly Architecture Landscape Architecture

email: lca@wacoll.com

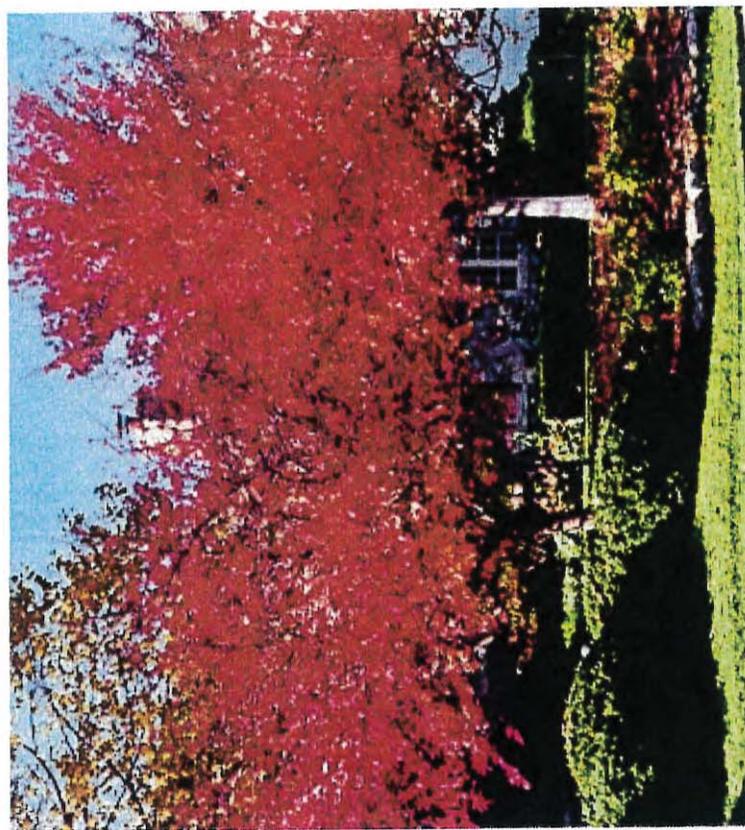
charlotte



1 Prairie Fire Malus



2 Prairie Fire



3 Prairie Fire



4 Prairie Fire

'Prairiefire'
 Zone 4-7
 Height 20'
 Spread 20'
 Habit Dense, rounded, site
 Foliage Summer - purple lit
 Flowers Pink to crimson fl
 Fruit Showy dark red 3/8-
 Bark Dark red

ectly in height, trunk diameter, and
 ish nurseries.

first choice is not available in the
 ily good alternatives to choose

Drawing Index

R15.01 Watercolor

R15.13 Royal Raindrops

Date Description

10 June 2015 Present

17 July 2015 Committee Present'n

Wasserman Connolly Architecture Landscape Architecture
 credit: lrc@wca.com wca.com/wca-associates.com



Bob White

perfectly in height, trunk diameter, and

tree's first choice is not available in the

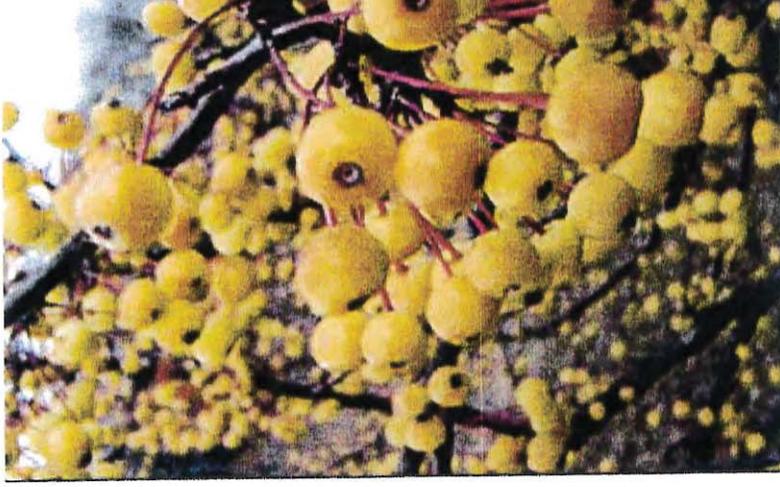
equally good alternatives to choose

brick



Bob White

2



3

Bob White

'Bob White'

Zone 4-7

Height 14- 30'

Spread 10 - 20'

Habit Rounded dense branching

Foliage Summer- dark green. Fall-Golden yellow

Flowers Fragrant, long lasting single flowers.

Flower color white. Flowering alternates heavy and light all

year. Fruit- 5/8" yellow fruit, effective all winter, borne

Drawing Index

R15.01 Watercolor

R15.13 Royal Raindrops

Date Description

10 June 2015 Present

17 July 2015 Committee Present in

17 July 2015 Committee Present in



1 Royal Raindrop



2

Royal Raindrop



3 Royal Raindrop



4 Royal Raindrop

'Royal Raindrops'
 Zone 4-8
 Height 15-20'
 Spread 12-16'
 Habit- Upright, rounded, strong dense branch angles, no
 shaping.
 Foliage- Cut leaf shape. Leaves emerge deep purple, br
 Flowers- showy magenta pink, single flowers
 Fruit 1/4", persistent red fruit, good winter interest.

in height, trunk diameter, and
 nurseries.

choice is not available in the
 good alternatives to choose



1 Sugar Tyme

Plant Selections/Options

Common Name Crabapple

All eight trees of one species should match perfectly in height, trunk diameter, and form. These four choices are available in Wisconsin nurseries.

Four choices are provided so if the committee's first choice is not available in the size and or quantity they desire, they have equally good alternatives to choose from.

The four were chosen for

Habit/Form

Spring flowering

Fall Color

Decorative Fruit (not messy)

Resistance to blight, mildews, and scab

Winter hardiness

Winter Interest

Sun conditions

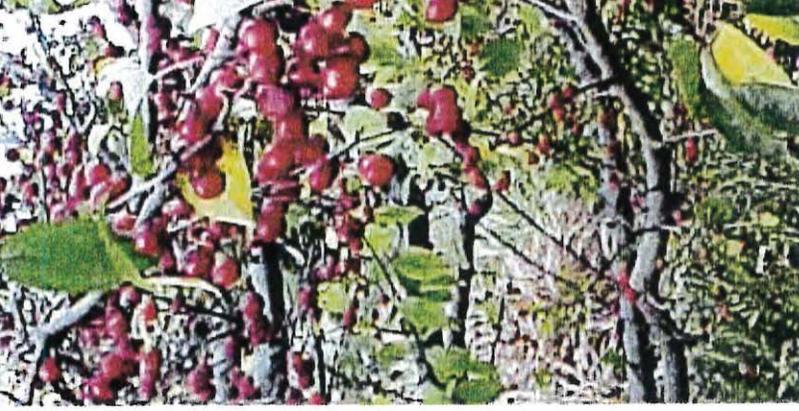
Flower color compatibility with the Riviera brick



2 Sugar Tyme



4 Sugar Tyme



3 Sugar Tyme

'Sugartyme'

Zone 4-8

Height 18'

Spread 15'

Habit Upright, spreading, oval

Foliage Slender dark green leave

Flowers Fragrant 1" pale pink to

Fruit 1/2" persistent red fruits



Blue Spruce



2

Blue Spruce

Common Name
Colorado Blue Spruce

Latin Name
Picea pungens Glauca

Richard Driehaus asked specifically for a blue Evergreen of large size to be placed in this location to provide winter interest and visual screening.

Johnson's nursery in Jackson WI does have some large specimens. The species does have some issues with blight; care should be taken to have it regularly inspected by a certified arborist.

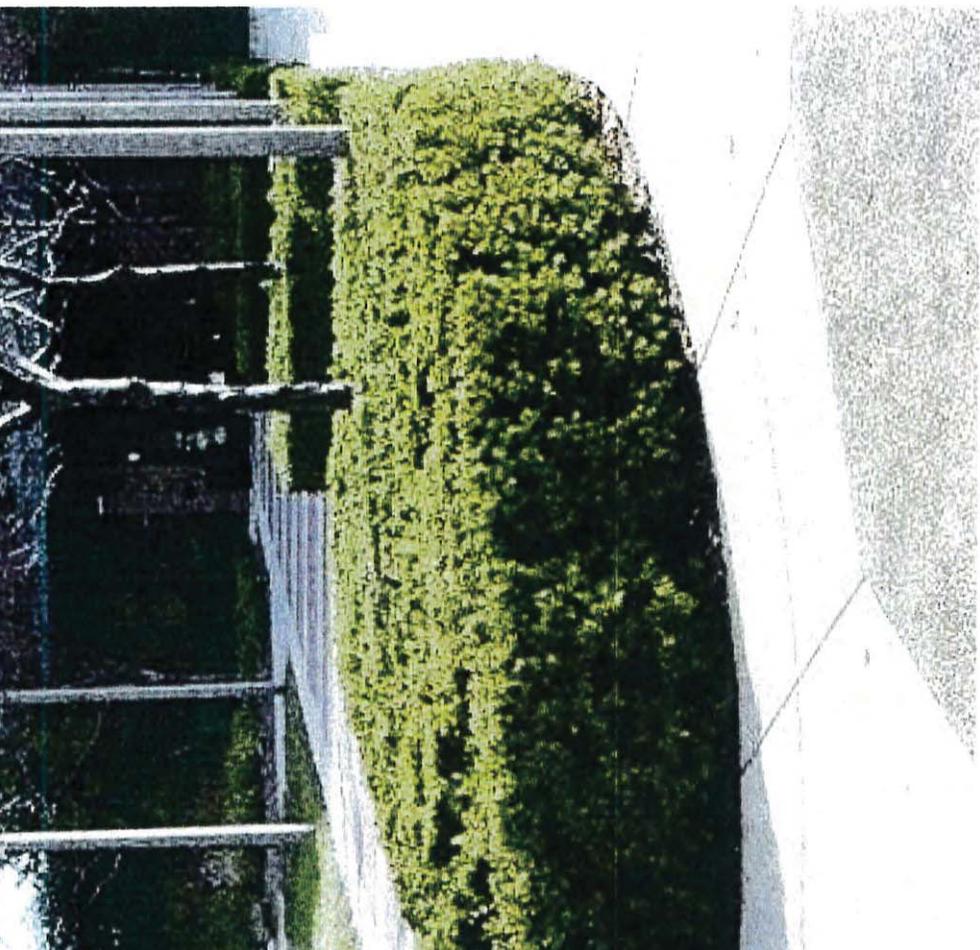
Zone 2

Height- 40-60'

Spread- 20' -30'

Habit- Pyramidal

Evergreen light bluish green needles



Taxus

...rties, resistance to winter damage, low

Taxus cuspidata 'Sieboldii'
 Zone 4
 Height 3'-5'
 Spread 4'-6'
 Habit Compact dense, and spreading
 Female, with dark green needles with a blue cast, and red fruits.
 Resistant to winter burn.

...rn.
 'Nana', which can grow too large and



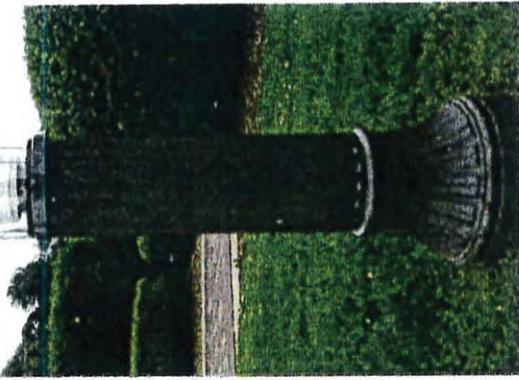
2

Taxus

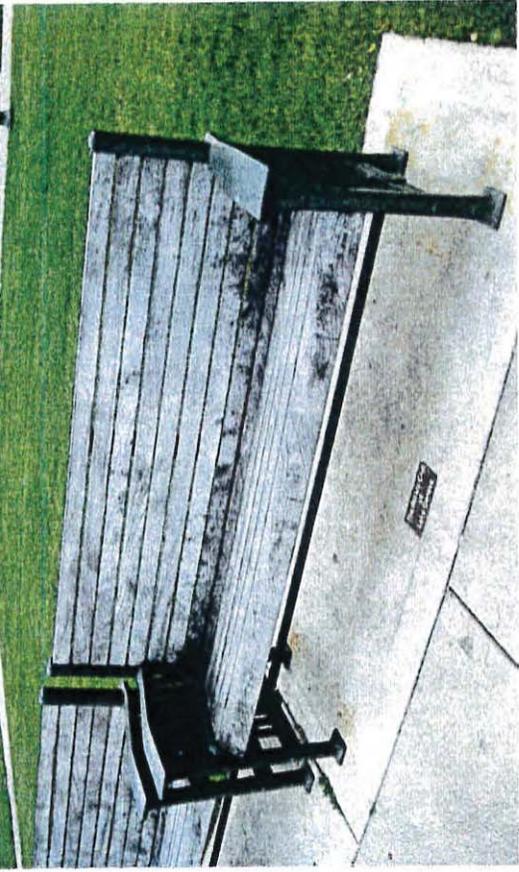
Taxus x media 'Tauntonii'
 Zone 4
 Height 3'-5'
 Spread 5'-8'
 Habit rounded
 Foliage Dark Green
 Fruit Red aril (an extra seed-covering, the fleshy cup around the yew seed)
 Slow spreader, very resistant to winter burn



1 Bench Typical



2 Bollard Typical



3 Bench & Plaque



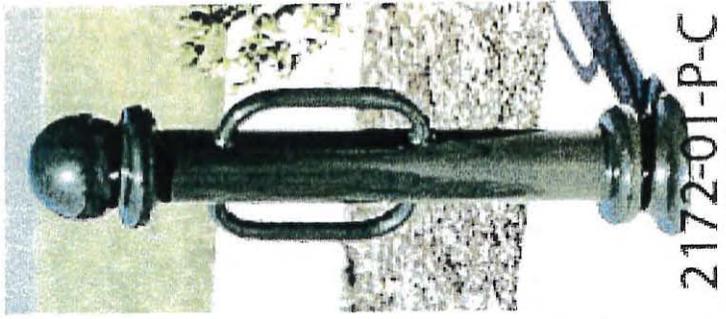
4



6 Trash recept & Drinking Fntn



7 Street Furniture



8

2172-0T-P-C
Bike Bollard



9 Match Existing Site Furniture

All site new site furniture including bicycle bollards. See plan for number and location.

CITY OF LAKE GENEVA

626 Geneva Street
Lake Geneva, WI 53147
(262) 248-3673
www.cityoflakegeneva.com



Memorandum

Date: February 3, 2016

To: Piers, Harbors and Lakefront Committee

From: Blaine Oborn, City Administrator

Subject: Discussion/Recommendation on Driehaus Plaza (Riviera Grounds) Project

Attached is the Riviera Plaza 2015 Proposal Plan submitted by the Beautification Committee and approved by the Public Works Committee on January 14, 2016. The plans go to the Plan Commission for consideration on February 15, 2016.

The concerns of the Street Department are:

- 1) The Blue Spruce Tree in the plans is a type that does not do well in the Wisconsin climate. The recommended comparable substitute is the Concolor Fir Tree.
- 2) The pictures show grass in the plans but the specifications call for rock areas near the fountain. Grass instead of rocks is recommended to simplify maintenance.
- 3) The plans call for ornamental Crab Trees. There is some concern with berry picking and droppings. The Crab Tree variety selected has berries that stay on the tree longer allowing birds to eat them rather than falling to the ground and staining the blocks. Also the trees will require regular trimming. There is not a recommended substitute and the above maintenance issues can be managed.

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

SITE ADDRESS/PARCEL NO. AND FULL LEGAL DESCRIPTION REQUIRED (ATTACH SEPARATE SHEET IF NECESSARY):

1100 Edwards Blvd. Parcel # ZA456600003

Lake Geneva, WI 53147 See attached for legal description

NAME AND ADDRESS OF CURRENT OWNER:

(Liquid Capital)
Hans Melges 1150 Townline Road, Unit 205

Lake Geneva, WI 53147

TELEPHONE NUMBER OF CURRENT OWNER: (262) 745-3755

NAME AND ADDRESS OF APPLICANT:

Complete Signs 227 Hostdale Drive

Dothan, AL 36303

TELEPHONE NUMBER OF APPLICANT: (334) 556-0214 x 101

PROPOSED CONDITIONAL USE:

The installation and operation of an electronic message center sign. (LED)

ZONING DISTRICT IN WHICH LAND IS LOCATED: Planned Office

NAMES AND ADDRESSES OF ARCHITECT, PROFESSIONAL ENGINEER AND CONTRACTOR OF PROJECT:

N/A

SHORT STATEMENT DESCRIBING ACTIVITIES TO BE CARRIED ON AT SITE:

This location is used as a car wash.

CONDITIONAL USE FEE PAYABLE UPON FILING APPLICATION: \$400.00 [\$100 FOR APPLICATIONS UNDER SEC. 98-407(3)]

Dec. 22, 2015 Brian Sumlat

DATE

SIGNATURE OF APPLICANT

LAKE Geneva Wash
LEGAL VIA:
CHICAGO Title LAKE Geneva

LEGAL DESCRIPTION:

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 6, T1N, R18E, City of Lake Geneva, Walworth County, Wisconsin, described as follows: Commencing at the Southwest corner of the Northeast 1/4 of said Section 6; thence N 02° 40' 40" W along the West line of said Northeast 1/4 a distance of 1317.15 feet; thence N 87° 44' 01" E, 99.96 feet to the point of beginning; thence continuing N 87° 44' 01" E, 391.12 feet to the Westerly right-of-way of S.T.H. "120"; thence S 02° 40' 40" E, 233.64 feet; thence 618.19 feet along the arc of a curve to the right with a radius of 9770.32 feet and whose chord bears S 00° 52' 02" E a distance of 618.09 feet; thence N 39° 58' 06" W, 613.50 feet; thence N 02° 39' 39" W, 366.14 feet to the point of beginning.

TOGETHER WITH an easement for ingress and egress over a strip of land 100 feet wide as described in deed to Kevin Dawson and Mary Lynn Dawson recorded January 14, 1997 in Volume 645 on Page 2051 as Document No. 346729.

} N/A
} OLD
} DRAG
} STRIP

PARENT COMPANY

* LIQUID CAPITAL, LLC

EIN # 20-0614944

CAR WASH

* MELGES CAR WASH-LAKE Geneva, LTD.

EIN # 39-2043781

_____ (c) A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations;

_____ (d) A site plan (conforming to the requirements of Section 98-908(3)) of the subject property as proposed for development OR if the proposed conditional use is a group development (per Section 98-208) a proposed preliminary plat or conceptual plat may be substituted for the required site plan, provided said plat contains all information required on said site plan per Section 98-908.

_____ (e) Written justification for the proposed conditional use:

_____ Indicating reasons why the Applicant believes the proposed conditional use is appropriate with the recommendations of the City of Lake Geneva Comprehensive Master Plan, particularly as evidenced by compliance with the standards set out in Section 98-905(4)(b)1.-6. (See below)

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

1. How is the proposed conditional use (the use in general, independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

The proposed LED sign is in harmony with the city's standards in that the maximum height and square footage fall within regulations, and the messages are set so that they change no more than once per minute, with no scrolling or flashing.

2. How is the proposed conditional use, in its specific location, in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

See previous statement.

3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 98-905(3)(d)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?

No, vacant farm land and business & institutional uses surround ~~surround~~ parcel.

4. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

N/A

5. Is the proposed conditional use located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?

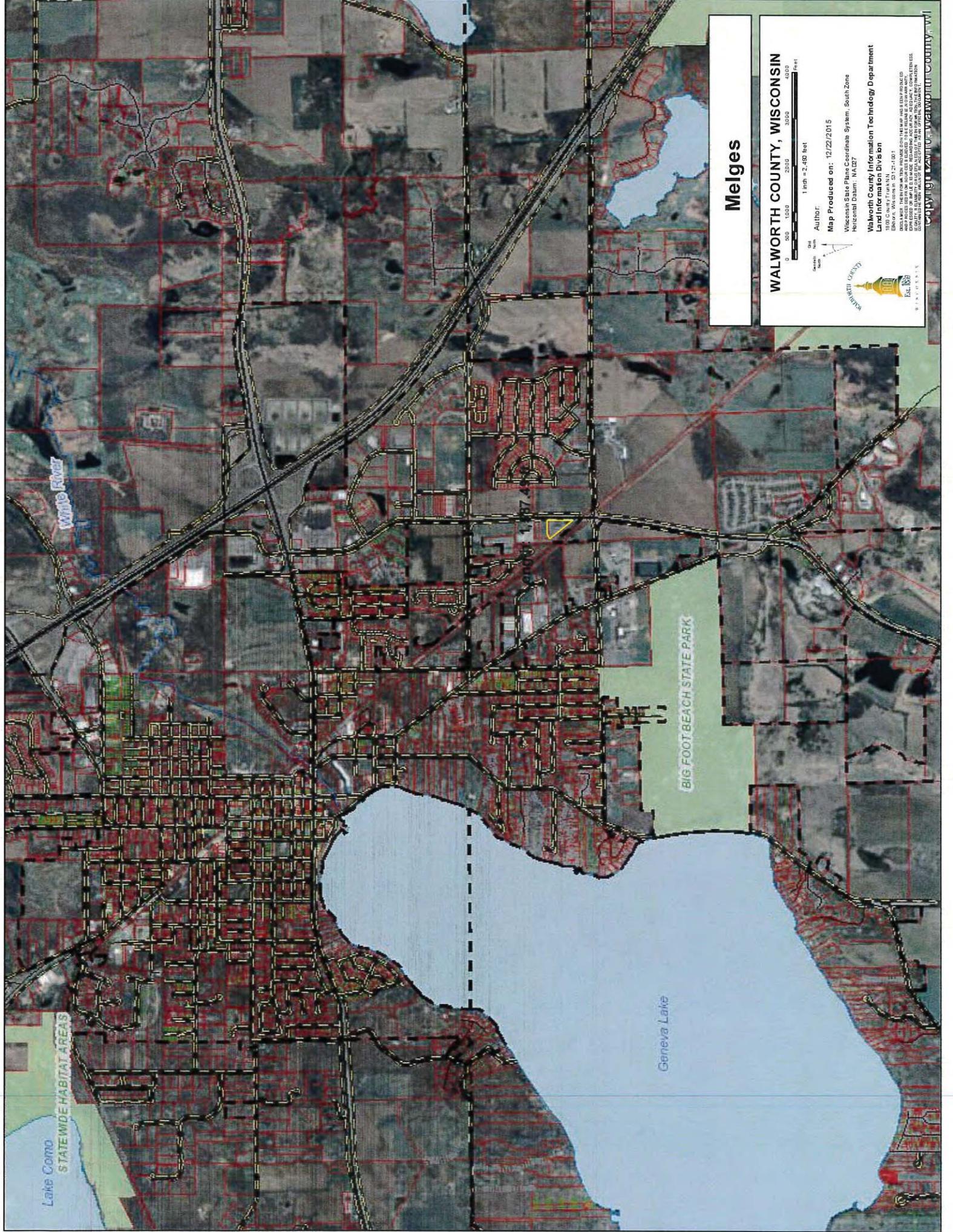
No Yes, Land Already Improved with services provided

6. Do the potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use (as identified in Subsections 98-905(4)(b)1.-5.), after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts?

N/A

IV.FINAL APPLICATION PACKET INFORMATION

- ___ Receipt of 5 full scale copies in blueline or blackline of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ___ Receipt of 25 reduced (8.5" by 11" text and 11" x 17" graphics) copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ___ Certification of complete Final Application Packet and required copies to the Zoning Administrator by City Clerk: Date: _____ by: _____
- ___ Class 2 Legal Notice sent to official newspaper by City Clerk: Date: _____ by: _____
- ___ Class 2 Legal Notice published on _____ and _____ by: _____
- ___ Conditional Use recorded with the County Register of Deeds Office: Date: _____ by: _____



Melges

WALWORTH COUNTY, WISCONSIN



1 inch = 2,400 feet

Author:
Map Produced on: 12/22/2015

Wisconsin State Plane Coordinates System - South Zone
Horizontal Datum: NAD83

Walworth County Information Technology Department
Land Information Division

1800 COUNTY TRAIL AVENUE
EARTH CITY, MISSOURI 63045

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ALL RIGHTS RESERVED



Lake Como
STATEWIDE HABITAT AREAS

White River

Geneva Lake

BIG FOOT BEACH STATE PARK

COPYRIGHT WALWORTH COUNTY, WI

Notice

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the City Plan Commission on Monday, February 15, 2016 at 6:30 P.M. at the City Hall, Council Chambers, 626 Geneva Street, Lake Geneva, Wisconsin, on a Conditional Use Application filed by Liquid Capital (Melges Car Wash), 1150 Townline Road, Lake Geneva, WI 53147, to install an electronic message center on a proposed monument sign, at the following location:

TAX KEY NO. ZA456600003

All interested in the above matter are invited to attend. The City Plan Commission will be in session on Monday, February 15, 2016 at 6:30 P.M. at the City Hall, Council Chambers, 626 Geneva Street, Lake Geneva, Wisconsin, to consider any objections that may have been filed and to hear all persons desiring to be heard.

Dated this 29th day of January 2016.

Mayor James R. Conners
City Plan Commission
City of Lake Geneva, WI

A QUORUM OF ALDERMEN MAY BE IN ATTENDANCE

Please Publish as small Legal on February 4th & 11th.

APPLICATION FOR LAND DIVISION REVIEW



CERTIFIED SURVEY MAP or



SUBDIVISION PLAT

NAME AND ADDRESS OF CURRENT OWNER:

GPC REAL ESTATE LLC KEN GLICK

PO BOX 400

LIBERTYVILLE, IL. 60048

TELEPHONE NUMBER OF CURRENT OWNER:

(847) 956-1330

NAME AND ADDRESS OF APPLICANT:

SAME

TELEPHONE NUMBER OF APPLICANT:

()

NAME AND ADDRESS OF SURVEYOR:

PETER S. GORDON

7 RIDGWAY COURT PO BOX 437

ELKHORN, WI. 53121

TELEPHONE NUMBER OF SURVEYOR:

(262) 723-2098

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

CONSOILDATE PRIOR CONDO INTO 1 TAX PARCEL (EXISTING AS UNPLATTED LANDS
AND LOT 2 OF CSM 1784).

This Agreement To Remove All Property From Geneva Meadows Condominium (the "Removal Agreement") is entered into on January 5, 2016, by the undersigned, Geneva Meadows, LLC, a Wisconsin limited liability company, as the sole owner of all of the Units within the Geneva Meadows Condominium (the "Condominium").

RECITALS

A. The Condominium was created by the Declaration of Condominium dated May 15, 1990, and recorded May 17, 1990 in the Office of the Walworth County Register of Deeds, in Volume 486 of Records, on Pages 260 through 301, inclusive, as Document No. 194190 (the "Declaration") and by an accompanying condominium plat (the "Plat").

B. The Declaration and Plat provide that the Condominium consists of the land legally described on the attached Exhibit A, together with all easements, rights, and appurtenances pertaining thereto (the "Property").

C. The undersigned owns all of the units within the Condominium, and by and through this Removal Agreement, intends to remove all of the Property from the Condominium, in accordance with the provisions of Section 703.28 of the Wisconsin Statutes.

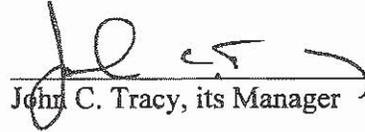
AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees that, upon the recording of this Agreement, all of the Property shall be, and hereby is, removed from the Condominium, and from the provisions of chapter 703 of the Wisconsin Statutes. The undersigned intends this Removal Agreement to be the removal instrument referred to in Section 703.28(1) of the Wisconsin Statutes.

above written.

Property Owner:

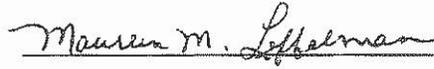
Geneva Meadows, LLC, a Wisconsin
limited liability company

By: 
John C. Tracy, its Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

Personally came before me this 18 day of Dec, 2015 John C. Tracy, who executed the above instrument and acknowledged the same, in his capacity as Manager of Geneva Meadows, LLC, a Wisconsin limited liability company.


Name: Maureen M. Leffelman
Notary Public, State of Wisconsin
My Commission: exp. 8/16/2019



LEGAL DESCRIPTION
OF THE PROPERTY,
WITH TAX KEY NUMBERS

Parcel 1:

Units 1A1, 1A2, 1A3, 1A4, 1B1, 1B2, 1B3, 1B4, 1C1, 1C2, 1C3 and 1C4 in Building No. 1,

AND

Units 2A1, 2A2, 2A3, 2A4, 2B1, 2B2, 2B3, 2B4, 2C1, 2C2, 2C3, 2C4, 2D1, 2D2, 2D3 and 2D4

in Building No. 2,

AND

Units 3A1, 3A2, 3A3, 3A4, 3B1, 3B2, 3B3, 3B4, 3C1, 3C2, 3C3, 3C4, 3D1, 3D2, 3D3, and 3D4,

in Building No. 3,

AND

Units 4A1, 4A2, 4A3, 4A4, 4B1, 4B2, 4B3, 4B4, 4C1, 4C2, 4C3 and 4C4, in Building No. 4,

AND

Units 5A1, 5A2, 5A3, 5A4, 5B1, 5B2, 5B3, 5B4, 5C1, 5C2, 5C3, and 5C4 in Building No. 5,

AND

Units 6A1, 6A2, 6A3, 6A4, 6B1, 6B2, 6B3 and 6B4, in Building No. 6,

AND

Units 7A1, 7A2, 7A3, 7A4, 7B1, 7B2, 7B3 and 7B4, in Building No. 7,

AND

Units 8A1, 8A2, 8A3, 8A4, 8B1, 8B2, 8B3, 8B4, 8C1, 8C2, 8C3 and 8C4, in Building No. 8,

AND

Units 9A1, 9A2, 9A3, 9A4, 9B1, 9B2, 9B3, 9B4, 9C1, 9C2, 9C3 and 9C4 in Building No. 9,

exclusive use of the limited common elements appurtenant to said unit) all in Geneva Meadows Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Walworth County, Wisconsin, on May 17, 1990, in Volume 486 of Records, on Pages 260 through 301, inclusive as Document No. 194190, said condominium being located in the City of Lake Geneva, County of Walworth, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Tax Key No. ZGM 00001 through ZGM 00108

Parcel 2:

Garage Unit 1, together with said unit's undivided percentage interest in the common elements (and the exclusive use of the limited common elements appurtenant to said unit) all in Geneva Meadows Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Walworth County, Wisconsin, on May 17, 1990, in Volume 486 of Records, on Pages 260 through 301, inclusive, as Document No. 194190, said condominium being located in the City of Lake Geneva, County of Walworth, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Tax Key No. ZGM 00109

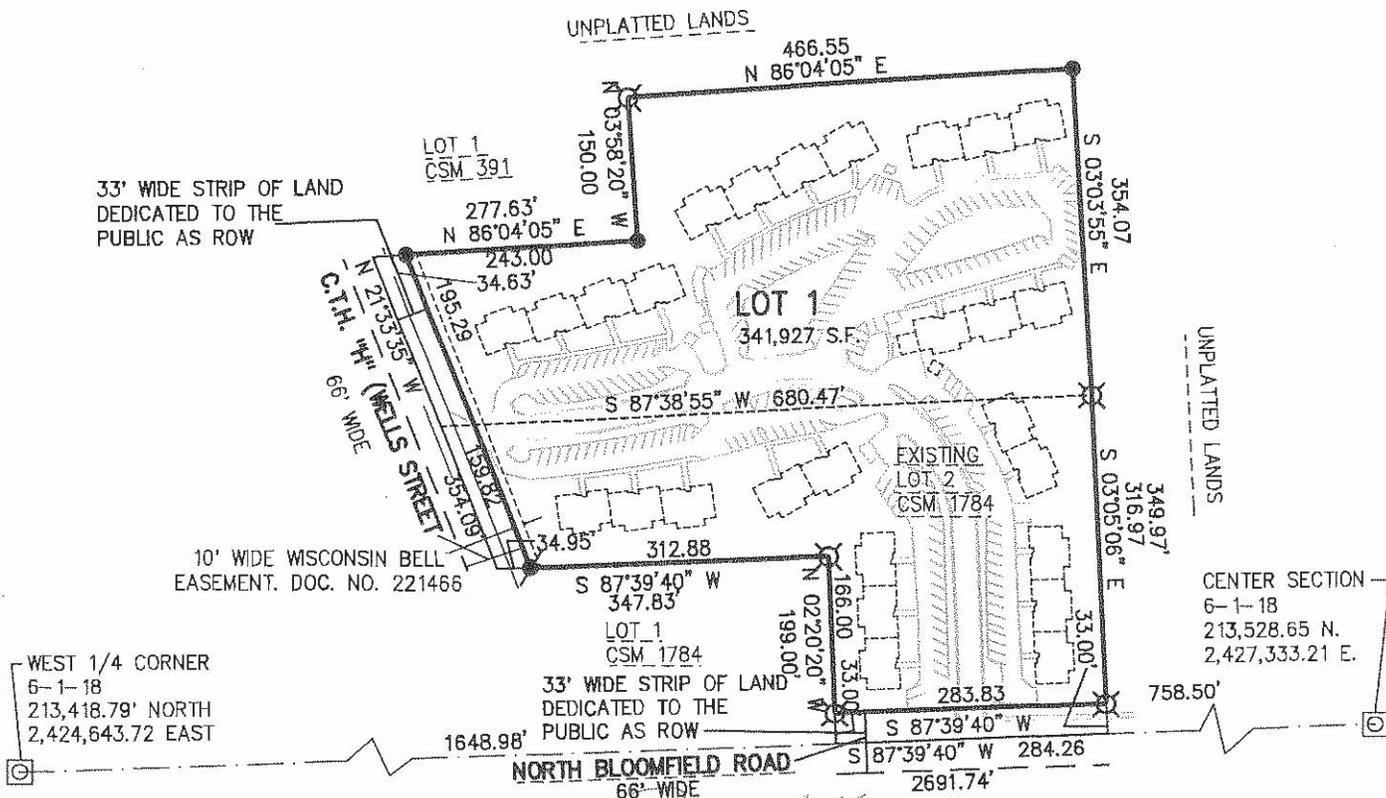
7 RIDGWAY COURT- P.O. BOX 437
 ELKHORN, WISCONSIN 53121
 PHONE (262) 723-2098
 FAX (262) 723-5886

OWNER: GPC REAL ESTATE LLC
 PO BOX 400
 LIBERTYVILLE, IL. 60048

ZONING: MR-8

GRID NORTH
 WISCONSIN STATE PLANE
 COORDINATE SYSTEM
 SOUTH ZONE (NAD-27)
 S. LINE OF THE NW 1/4 OF
 SECTION 06-1-18 BEARS
 N 87°39'40" E

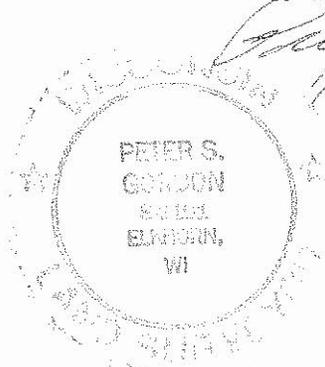
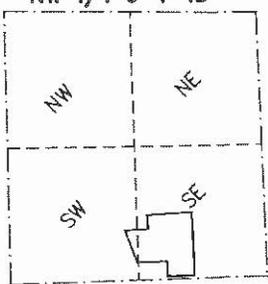
A PARCEL CONSOLIDATION CSM
 TO COMBINE LOT 2 OF CSM 1784,
 REC. AS DOC. 174184 & UNPLATTED LANDS
 LOCATED IN THE SE 1/4 & SW 1/4 OF THE NW 1/4
 SECTION 6, TOWN 1 NORTH, RANGE 18 EAST
 CITY OF LAKE GENEVA
 WALWORTH COUNTY, WI.



WEST 1/4 CORNER
 6-1-18
 213,418.79' NORTH
 2,424,643.72 EAST

CENTER SECTION
 6-1-18
 213,528.65 N.
 2,427,333.21 E.

LOCATION SKETCH
 NW 1/4 6-1-18



LEGEND

- ⊗ = FOUND IRON PIPE STAKE, 1" DIA.
- ⊠ = FOUND CONCRETE COUNTY MONUMENT W/ BRASS CAP
- = FOUND IRON REBAR STAKE 3/4" DIA.
- ⚓ = SET IRON REBAR STAKE 3/4" X 24" X 1.50 lbs./ft.

(XXX) = RECORDED AS
 NOTE: ALL DIAMETERS SHOWN ARE OUTSIDE DIA.

A PARCEL CONSOLIDATION CSM
TO COMBINE LOT 2 OF CSM 1784,
REC. AS DOC. 174184 & UNPLATTED LANDS
LOCATED IN THE SE 1/4 & SW 1/4 OF THE NW 1/4
SECTION 6, TOWN 1 NORTH, RANGE 18 EAST
CITY OF LAKE GENEVA
WALWORTH COUNTY, WI.

CERTIFIED SURVEY MAP NO. _____

SURVEY CERTIFICATE

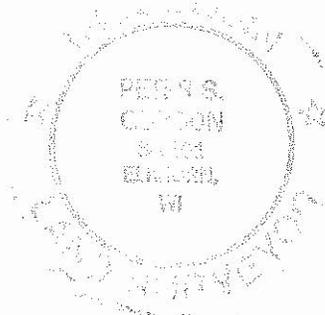
I HEREBY CERTIFY THAT AT THE DIRECTION OF GPC REAL ESTATE, LLC, OWNERS, AND IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236.34 OF WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE FOR THE CITY OF LAKE GENEVA, I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED LANDS AND THAT THIS MAP IS A TRUE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE MAP AND OF THE DIVISION THEREOF TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF:

A LOT CONSOLIDATION CERTIFIED SURVEY MAP OF LOT 2 OF CERTIFIED SURVEY MAP NO. 1784 AND UNPLATTED LANDS, LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, IN TOWN 1 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE WEST 1/4 CORNER OF SAID SECTION 6 (TOWN 1 NORTH, RANGE 18 EAST); THENCE N 87DEG 39MIN 40SEC E, 1648.98 FEET TO THE POINT OF BEGINNING; THENCE N 02DEG 20MIN 20SEC W, 199.00 FEET TO AN IRON PIPE STAKE MARKING THE NORTHWEST CORNER OF LOT 1 OF SAID CSM 1784; THENCE ALONG THE NORTH LINE OF SAID LOT 1, S 87DEG 39MIN 40SEC W, 347.83 FEET TO THE CENTERLINE OF COUNTY TRUNK HIGHWAY H ALSO KNOWN AS WELLS STREET; THENCE ALONG SAID CENTERLINE, N 21DEG 33MIN 35SEC W, 354.09 FEET TO THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 391; THENCE N 86DEG 04MIN 05SEC E, 277.63 FEET TO THE SOUTHEAST CORNER OF SAID CSM 391; THENCE N 03DEG 58MIN 20SEC W, 150.00 FEET TO THE NORTHEAST CORNER OF SAID CSM 391; THENCE N 86DEG 04MIN 05SEC E, 466.55 FEET; THENCE S 03DEG 03MIN 55SEC E, 354.07 FEET TO THE NORTHEAST CORNER OF CERTIFIED SURVEY MAP NO. 1784; THENCE S 03DEG 05MIN 06SEC E, 349.97 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE S 87DEG 39MIN 40SEC W, 284.26 FEET TO THE POINT OF BEGINNING. CONTAINING 363,000 SQUARE FEET OF LAND (8.33 ACRES) MORE OR LESS.

DATED: Jan. 11 2016


PETER S. GORDON RLS 2101



CITY OF LAKE GENEVA PLAN COMMISSION CERTIFICATE

APPROVED THIS ____ DAY OF _____, 2016.

CITY OF LAKE GENEVA PLAN COMMISSION CHAIRMAN

A PARCEL CONSOLIDATION CSM
TO COMBINE LOT 2 OF CSM 1784,
REC. AS DOC. 174184 & UNPLATTED LANDS
LOCATED IN THE SE 1/4 & SW 1/4 OF THE NW 1/4
SECTION 6, TOWN 1 NORTH, RANGE 18 EAST
CITY OF LAKE GENEVA
WALWORTH COUNTY, WI.

CORPORATE OWNER S CERTIFICATE

GPC REAL ESTATE, LLC, AN ILLINOIS LIMITED LIABILITY CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF ILLINOIS, AS OWNER, DOES HEREBY CERTIFY THAT SAID LLC CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED DEDICATED, AND MAPPED AS REPRESENTED ON THE MAP. GPC REAL ESTATE, LLC DOES FUTURE CERTIFY THAT THIS MAP IS REQUIRED BY S. 236-10 OR S. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF LAKE GENEVA.

IN WITNESS WHEREOF, THE SAID GPC REAL ESTATE, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____, ITS PRESIDENT, AND COUNTERSIGNED BY _____, ITS SECRETARY (CASHIER), AT _____, ILLINOIS AND IT S CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS _____ DAY OF _____, 2016.

SECRETARY OF GPC REAL ESTATE, LLC

STATE OF ILLINOIS

COUNTY OF _____

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2016, THE ABOVE NAMED _____ PRESIDENT AND _____ SECRETARY (CASHIER) OF GPC REAL ESTATE, LLC, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH PRESIDENT AND SECRETARY (CASHIER) OF SAID LLC, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID LLC, BY ITS AUTHORITY.

MY COMMISSION EXPIRES

NOTARY PUBLIC _____, ILLINOIS

MORTGAGEE CERTIFICATE

LIBERTYVILLE BANK & TRUST COMPANY, AN ILLINOIS BASED LENDING INSTITUTION, MORTGAGEE OF THE ABOVE DESCRIBED LANDS, DOES HEREBY CONSENT TO SURVEYING, DIVIDING, MAPPING, AND DEDICATION AS REPRESENTED ON THIS MAP AND DO HEREBY CONSENT TO THE CERTIFICATE OF GPC REAL ESTATE, LLC OWNERS.

IN WITNESS WHEREOF, THE SAID LIBERTYVILLE BANK & TRUST COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY

ITS OFFICERS, AT _____, ILLINOIS THIS _____ DAY OF _____, 2016.

SIGNATURE OF OFFICER(S) AUTHORIZED TO ACT AS AGENT OF BANK
STATE OF ILLINOIS)

COUNTY OF _____)ss

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2016, THE ABOVE NAMED OFFICER(S) OF LIBERTYVILLE BANK & TRUST COMPANY, TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION BY ITS AUTHORITY.

MY COMMISSION EXPIRES

NOTARY PUBLIC _____, ILLINOIS



CCR

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

Victoria C. Bresnahan
MELTZER, PURTILL & STELLE LLC
300 S. Wacker Drive, Suite 2300
Chicago, Illinois 60606

ABOVE SPACE FOR RECORDER'S USE ONLY

DECLARATION OF COVENANTS FOR SYMPHONY BAY

[Blanks in Sections 1.02, 1.28, 1.32 and 1.39
Exhibits A, B, and C to be completed]

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DECLARATION OF COVENANTS FOR SYMPHONY BAY

This Declaration is made by TAYLOR MORRISON OF ILLINOIS, INC., an Illinois corporation ("Declarant").

RECITALS

Declarant is the record title holder of a portion of the Development Area which is legally described in Exhibit A hereto. Declarant is under contract to purchase the balance of the Development Area. Some or all of the Development Area shall be the subject of a single family development called "Symphony Bay" (the "Development").

Symphony Bay will be developed in phases as single family detached homes and duplexes in an age targeted community.

The Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Twelve. Nothing in this Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

The general purpose of this Declaration is to ensure the most appropriate development and improvement of the Premises; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to protect the investment made by Owners; to protect against improper uses; and to encourage and secure the construction of attractive residential structures thereon.

Certain portions of the Premises are designated as Detached Home Lots and Duplex Parcels and other portions are designated as Community Area. The Declarant has formed (or will form) the Association as a nonstock, nonprofit corporation under Wisconsin Statute Chapter 181 - Nonstock Corporations. The Association shall have the responsibility for administering and maintaining the Community Area and any other property maintained by the Association and shall set budgets and fix assessments to pay the expenses incurred in connection with such responsibility. Each Owner of a Detached Home Lot or Duplex Parcel shall be a member of the Association and shall be responsible for paying assessments with respect to the Detached Home Lot or Duplex Parcel owned by such Owner.

It is not intended that the Association shall be a "master association" as defined in Section 703.155 of the Condominium Ownership Act.

As of the Recording of this Declaration, the Declarant's Development Plan provides for the construction of 374 single family homes and 58 duplexes and certain community area lots, all as shown on the Plat, as maybe added or amended from time to time.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to manage the affairs of the Association, and to appoint all members of the Board, as more fully described in Article Nine and in the By-Laws, the right to come upon the Premises in connection with Declarant's efforts to sell Detached Home Lots and Duplex Parcels and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

Article One
DEFINITIONS

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

1.01 ASSOCIATION: The Symphony Bay Homeowners Association, Inc., a Wisconsin nonstock, nonprofit corporation, its successors and assigns.

1.02 ASSOCIATION MAINTAINED PUBLIC AREA: Those landscaped areas located in the dedicated rights of way adjacent to _____ which serve the Development and those portions of the Bike Trail which are located adjacent to the Premises.

1.03 BIKE TRAIL: The bike trail located on the Development and on the Association Maintained Public Area adjoining and all improvements thereon.

1.04 BY-LAWS: The By-Laws of the Association.

1.05 CHARGE: The Community Assessment, the Duplex Assessment (each as defined in Section 6.02), any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

1.06 COMMUNITY AREA: Those portions of the Premises which are designated in Part III of Exhibit B, as Exhibit B may be amended from time to time, as Community Area together with all improvements located above and below the ground and rights appurtenant thereto. The Community Area will generally consist of and include the private roads which serve the Premises and open space and improvements located thereon.

1.07 COMMUNITY ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.08 COMMUNITY EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping and other improvements (including any monument signage) on the Community Area, or as otherwise provided in this Declaration; the cost of insurance for the Community Area; the cost of general and special real estate taxes and assessments levied or assessed against the

Community Area owned by the Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Community Area and Association Maintained Public Area; if not separately metered or charged to the Owners, the cost of necessary utility services to the Premises; costs, expenses, fees or charges payable to the Municipality pursuant to this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners, provided however, Community Expenses shall not include any Duplex Expenses.. Notwithstanding the foregoing, Community Expenses shall not include any payments made out of Capital Reserves.

1.09 COUNTY: Walworth County, Wisconsin, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in a County as of the Recording of this Declaration.

1.10 DECLARANT: TAYLOR MORRISON OF ILLINOIS, INC., an Illinois corporation, its successors and assigns.

1.11 DECLARANT'S DEVELOPMENT PLAN: Declarant's current plan for the Development. Declarant's Development Plan shall be maintained by the Declarant at its principal place of business and may be changed at any time or from time to time without notice.

1.12 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.13 DETACHED HOME: A single-family residential home which is constructed on a Detached Home Lot.

1.14 DETACHED HOME COMMITTEE: A committee which shall have certain responsibilities and powers with respect to the Detached Homes hereunder and which shall be constituted as provided in Article Five.

1.15 DETACHED HOME LOT: A subdivided lot which is designated in Part II.A. of Exhibit B hereto, as Exhibit B may be amended from time to time, as a "Detached Home Lot".

1.16 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.17 DUPLEX: A residential unit which is constructed on a Duplex Parcel.

1.18 DUPLEX COMMITTEE: A committee which shall have certain responsibilities and powers with respect to the Duplexes hereunder and which shall be constituted as provided in Article Five.

1.19 DUPLEX COMMON AREA: Those portions of the Premises which are legally described and designated in Part IV of Exhibit B hereto, as Exhibit B may be amended from time to time, as Duplex Common Area and all improvements thereto and landscaping thereon. The Duplex Common Area will generally consist of and include the driveways, service walks and green areas which serve the Duplexes.

1.20 DUPLEX EXPENSES: The expenses of the maintenance, repair and replacement of the Duplex Exteriors; the premiums for fire and extended coverage insurance for the Duplexes, if provided pursuant to Article Four; any expense which is designated as a Duplex Expense in this Declaration; and any expense incurred by the Association which, pursuant to generally accepted accounting principles, are reasonably allocable to the maintenance, repair or replacement of Duplex Exteriors. Duplex Expenses shall not be Community Expenses. In the event that certain expenses are incurred by the Association in connection with the Community Area and/or Duplex Exteriors, the allocation of such expenses between Community Expenses and Duplex Expenses shall be made by the Board based on generally accepted accounting principles, and any such allocation shall be final and binding.

1.21 DUPLEX EXTERIOR: The roof, foundation or slab and footings of a Duplex. The Duplex Exterior shall not include windows, window frames, window glass, doors (including garage and storm doors) or screening, downspouts, steps, decks, roof decks, patios or the outer surface of exterior walls, which are part of a Duplex.

1.22 DUPLEX LOT: A subdivided lot which is designated in Part II.B. of Exhibit B hereto, as Exhibit B may be amended from time to time, as a "Duplex Lot".

1.23 DUPLEX PARCEL: Each Duplex Lot shall be improved with a building containing at least two (2) dwelling units. Each dwelling unit on a Duplex Lot shall share a perimeter wall with at least one (1) other dwelling unit. The shared walls are defined as "Party Walls" in Section 13.01 hereof. Each Duplex Lot shall be divided into at least two (2) tracts which shall be defined by the Party Walls, as extended to the lot line. Each such tract shall consist of a dwelling unit (including approximately one-half (1/2) of the Party Wall which divides the dwelling unit from an adjacent dwelling unit) landscapable areas, and portions of driveways and walkways. Each tract shall be legally described in the deed which conveys the tract to the first purchaser thereof from the Declarant and the tract so described, together with all improvements thereon, shall be a "Duplex Parcel" hereunder.

1.24 DWELLING UNIT: A portion of the Premises which is, or will be, improved with a single family residential unit for which a temporary, conditional or final certificate of occupancy has been issued by the Municipality. A Dwelling Unit may be a Detached Home Lot which is, or will be, improved with a Detached Home or a Duplex Parcel which is, or will be, improved with a Duplex.

1.25 FIRST MORTGAGEE: The holder of a bona fide first mortgage or equivalent security interest covering a Dwelling Unit.

1.26 HOME: That portion of a Dwelling Unit which is improved with a residential unit which is either a Detached Home or a Duplex.

1.27 MANAGER: The manager or managers from time to time as appointed or elected as provided in this Declaration or the By-Laws.

1.28 MONUMENT SIGN EASEMENT: Easement on _____ for monument sign which shall be maintained by the Association pursuant to _____ [insert document name]

1.29 MUNICIPALITY: The City of Lake Geneva, Wisconsin or its successors or assigns, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.30 OWNER: An owner of Record, whether one or more persons, of fee simple title to a Dwelling Unit, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.

1.31 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.32 PLAT: That certain Final Plat of Subdivision for Symphony Bay, recorded in the Office of the Register of Deeds of Walworth County, Wisconsin, on _____, as Document No. _____, including each and any subsequent recorded final plat of subdivision affecting a portion of the Premises.

1.33 PREMISES: Those portions of the Development Area which are legally described in Exhibit B hereto, with all improvements thereon and rights appurtenant thereto. Declarant shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Declaration as part of the Premises as more fully provided in Article Twelve.

1.34 RECORD: To record in the office of the Register of Deeds for the County.

1.35 RECREATION CENTER: The recreation center located on the Premises, with all improvements appurtenant thereto, including without limitation, aquatic areas, landscaping, sidewalks and driveways.

1.36 RESIDENT: An individual who legally resides in a Dwelling Unit.

1.37 TURNOVER DATE: The date on which the right of the Declarant to manage the affairs of the Association is terminated under Section 9.05.

1.38 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

1.39 WOODLAND CONSERVANCY EASEMENT: Easement on _____ for conservation which shall be maintained by the Association pursuant to _____ [insert document name].

Article Two
SCOPE OF DECLARATION/CERTAIN EASEMENTS

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as provided in Article Twelve hereof. Nothing in this Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations (as defined in Section 12.01) Recorded by Declarant pursuant to Article Twelve.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in Section 10.02.

2.04 DETACHED HOME LOT OR DUPLEX PARCEL CONVEYANCE: Once a Detached Home Lot or Duplex Parcel has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Detached Home Lot or Duplex Parcel shall be of the entire Detached Home Lot or Duplex Parcel and there shall be no conveyance or transfer of a portion of the Detached Home Lot or Duplex Parcel without the prior written consent of the Board.

2.05 ACCESS EASEMENT: Each Owner of a Dwelling Unit shall have a non-exclusive perpetual easement for ingress to and egress from his Dwelling Unit to a public way, over and across the service walks located on the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Dwelling Unit. In addition, each Owner of a Duplex shall have a non-exclusive perpetual easement for ingress to and egress from his Duplex to public streets and roads over and across the driveways and service walks located on the Duplex Common Area, which easement shall run with the land, be appurtenant to and pass with title to every Duplex. The Municipality or any other governmental authority which has jurisdiction over the Premises

shall have a non-exclusive easement of access over and across the Community Area and Duplex Common Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises. The Association, its employees and agents, shall have the right of ingress to, egress from, and access over the Community Area, and Duplex Common Area and Association Maintained Public Area, and the right to store equipment on the Community Area and the Duplex Common Area, for the purpose of furnishing any maintenance, repairs or replacements as required or permitted to be furnished by the Association hereunder.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area. Each Owner of a Duplex shall have the non-exclusive right and easement to use the Duplex Common Area for the purpose of carrying out obligations as required herein. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Dwelling Unit, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Board.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Community Area or the Duplex Common Area to Residents of the Owner's Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Dwelling Unit who are Residents.

2.08 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area and Duplex Common Area for the purpose of providing utility services to the Premises or any other portion of the Development Area. In addition, each Owner of a Dwelling Unit shall have a perpetual easement for the continued existence and use of water, sewer, electric, gas or other utility lines, and/or components of other systems which were originally installed by the Declarant or a utility company and which serve the Owner's Dwelling Unit, which utility lines or wiring may be located in other portion of the Premises, including, without limitation, under or through another Dwelling Unit.

2.09 RULES AND REGULATIONS: The use and enjoyment of the Premises shall at all times be subject to reasonable rules and regulations duly adopted by the Board from time to time.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area and Duplex Common Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Board deems to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area or Duplex Common Area, as the case may be, shall be used to pay the Community Expenses or Duplex Common Expenses, as the case may be. Also, the Association shall have the right and

power to dedicate any part or all of the roads, parking areas or other vacant areas located on the Community Area to the Municipality or other governmental authority which has jurisdiction over the Community Area. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Dwelling Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to dedicate portions of the Community Area or to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

2.11 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any portion of the Premises for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.12 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Sections 2.05, 2.08 and 2.17, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area or Duplex Common Area to or for any public use or purpose whatsoever.

2.13 EASEMENT FOR ENCROACHMENT: In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Dwelling Unit which is improved with a Home, any improvement which is intended to service and/or be part of the Dwelling Unit shall encroach upon any part of any other Dwelling Unit or upon the Community Area, Duplex Common Area or any improvement to the Community Area or Duplex Common Area shall encroach upon any part of a Dwelling Unit which is improved with a Home, then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner (other than Declarant), if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Dwelling Unit which is improved with a Home shall have an easement appurtenant to his Dwelling Unit for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto another Dwelling Unit, the Community Area or Duplex Common Area:

- (a) the eaves, gutters, downspouts, facia, flashings, and like appendages which serve the Home on the Dwelling Unit;
- (b) the chimney which serves the Home on the Dwelling Unit;
- (c) the air conditioning equipment which serves the Home on the Dwelling Unit; or
- (d) balconies, steps, porches, door entries and patios which serve the Home on the Dwelling Unit.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such

improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

2.14 OWNERSHIP OF COMMUNITY AREA: The Community Area, including the Recreation Center, shall be conveyed to the Association free of mortgages no later than the Turnover Date; however any such area which is made subject to this Declaration after the Turnover Date shall be conveyed to the Association free of mortgages no later than ninety (90) days after such area is made subject to this Declaration.

2.15 REAL ESTATE TAXES FOR COMMUNITY AREA: If a tax bill is issued with respect to Community Area and/or Duplex Common Area which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill. The same proration shall apply to any outstanding special assessments as well.

2.16 LEASE OF DWELLING UNIT: Any Owner shall have the right to lease all (but not less than all) of his Dwelling Unit subject to the following provisions:

(a) No Dwelling Unit shall be leased for less than six (6) months or for hotel or transient purposes;

(b) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration; and

(c) Each Owner who leases his Dwelling Unit shall be required to furnish the Association with a copy of the lease and shall promptly notify the Association of any change in status of the lease. The Association shall maintain a record of such information with respect to all leased Homes.

2.17 OTHER EASEMENTS:

(a) The Association shall be responsible for all necessary maintenance and repairs associated with the:

(i) The Monument Sign Easement; and

(ii) The Woodland Conservancy Easement.

(b) An easement is hereby granted in favor of the Municipality and the public for the use of and ingress, egress and access over the Bike Trail.

Article Three
MAINTENANCE/SERVICES/ALTERATIONS

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 MAINTENANCE BY ASSOCIATION:

(a) The following maintenance, repairs and replacements shall be furnished by the Association as a Community Expense:

(i) Grass cutting and added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area; however, the watering of landscaping on the Community Area shall be furnished by the Owners and/or Residents pursuant to rules, regulations and procedures adopted from time to time by the Board;

(ii) Maintenance, repair and replacements of improvements located on the Community Area, including without limitation, walking paths and Bike Trail;

(iii) Maintenance (including snow removal) and minor repairs (as determined by the Association in its sole discretion) of the private driveways, front walkways and sidewalks which serve the Homes on the Premises;

(iv) Subject to the provisions of Sections 3.07 and 3.08, grass cutting and the care and maintenance (including periodic trimming and pesticide applications) of trees, shrubs, and grass on the Dwelling Unit outside the Home; however, the replacement of all landscaping (including grass, trees and shrubs) and the watering of landscaping on the Dwelling Unit shall be furnished by the Owners and/or Residents at their expense pursuant to rules, regulations and procedures adopted from time to time by the Board.

(v) To the extent not maintained by a utility company, maintenance, repair and replacement of the storm, sanitary, water, electric, gas, other utility lines and components of other systems which are located on the Premises and serve more than one Home; and

(vi) Maintenance required by the Monument Sign Easement and the Woodland Conservancy Easement;

(vii) Maintenance, repair and replacement of detention and stormwater management areas located on the Community Area;

(viii) Maintenance, repair and replacement of the Recreation Center; and

(ix) The portion of the Bike Trail and any landscape island located on the Association Maintained Public Area.

(b) The following maintenance, repairs and replacements shall be furnished by the Association as a Duplex Expense:

- (i) All maintenance, repairs and replacements to Duplex Exteriors.

3.03 MAINTENANCE BY OWNER:

(a) Except as otherwise specifically provided for in this Declaration, each Owner shall be responsible for the maintenance, repair and replacement of his Dwelling Unit and Home.

(b) To the extent not maintained by a utility company, maintenance, repair and replacement of storm, sanitary, water, electric, gas, other utility lines and components of other systems which serve only the Owner's Home and are located on any portion of the Premises shall be the responsibility of the Owner of the Home served by any such utility line or other system.

(c) Each Owner of a Detached Home Lot shall cause the Detached Home and other improvements constructed thereon to be maintained so that the appearance of the Detached Home and other improvements are substantially similar to its appearance when first constructed or as modified as permitted pursuant to Section 3.07, ordinary unavoidable wear and tear excepted.

(d) Each Owner of a Duplex Parcel shall be responsible for providing maintenance, repairs, and replacements of the Duplex (but excluding the Duplex Exterior) windows, doors (including storm and including without limitation the garage doors), screening, gutters, downspouts, steps, decks, roof decks and patios on a Duplex Parcel shall be the responsibility of the Owner of the Duplex Parcel; however, at the option of the Board (in consultation with the Duplex Committee), such work may be furnished by the Association and the cost thereof charged to the Owner of the Duplex Parcel based on actual cost, as determined by the Board in their reasonable judgment.

(e) If, in the judgment of the Board, an Owner fails to maintain those portions of the Owner's Home which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Homes in the Development or in compliance with rules and regulations adopted by the Board, then the Board may, in its or their discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Board, in its or their sole judgment, then the Board may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

(f) Repairs and replacements which are required due to occurrences which are normally covered by insurance required to be obtained by the Association under Section 4.01 shall be made as provided in Section 4.06.

3.04 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Premises may not be separately metered and billed to the Association. Without limiting the foregoing, the Association shall have the right to use water from

taps or spigots which may be located on a Home for the purpose of watering landscaping on the Community Area. If the cost for any such utility is metered and charged to individual Dwelling Units rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Board, the Owner is being charged disproportionately for costs allocable to the Community Area, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Board is properly allocable to the Community Area, and the amount thereof shall be Community Expenses.

Any determinations or allocations made hereunder by the Board shall be final and binding on all parties.

3.05 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of an Owner, damage shall be caused to the Community Area, Association Maintained Public Area, or Duplex Exteriors and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense or a Duplex Expense, then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Association.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA:

(a) No alterations, additions or improvements shall be made to the Community Area and no modifications shall be made to the Association Maintained Public Area without the prior approval of the Board and compliance with applicable ordinances of the Municipality.

(b) The Association may cause alterations, additions or improvements to be made to the Community Area and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05.

(c) If the Association shall alter, in any way, landscaping which was installed by the Declarant on the Community Area or Association Maintained Public Area in accordance with plans approved by the Municipality, and if the Municipality requires that the altered area be returned to its original state, then the Association shall be responsible for restoring the altered area in accordance with the plans approved by the Municipality and the cost thereof shall be a Community Expense.

3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO DETACHED HOME LOTS: Subject to the provisions of Section 9.08, no additions, alterations or improvements shall be made to any Detached Home Lot or any part of the Detached Home which is visible from outside the Detached Home without the prior written consent of the Board, in consultation with the Detached Home Committee and, until the Declarant no longer owns or controls title to any

portion of the Development Area, the prior written consent of the Declarant. If an addition, alteration or improvement which requires the consent of the Board and/or Declarant hereunder is made to a Detached Home Lot or any part of the Detached Home thereon by an Owner without the prior written consent of the Board or Declarant, or both, as applicable, then (i) the Board may, in its discretion, take any of the following actions; and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take any of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Dwelling Unit to its original condition, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.08 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO DUPLEX, DUPLEX PARCELS: Subject to the provisions of Section 9.08, no additions, alterations or improvements shall be made to any Duplex Parcel or any part of the Duplex, including, without limitation, a roof deck, or Duplex Common Area by an Owner without the prior written consent of the Board, in consultation with the Duplex Committee, and, until the Declarant no longer owns or controls title to any portion of the Development Area, the prior written consent of the Declarant. The Board and/or Declarant may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Duplex, Duplex Exterior or Duplex Common Area which requires the consent of the Board and/or Declarant upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Duplex Expenses, to pay to the Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement. If an addition, alteration or improvement which requires the consent of the Board and/or Declarant hereunder is made to a Duplex, Duplex Exterior or the Duplex Common Area by an Owner without the prior written consent of the Board and/or Declarant (as applicable), then (i) the Board may, in its discretion, take any of the following actions, and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion, take any of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Duplex, Duplex Exterior or Duplex Common Area to its original condition, all at the Owner's expense;

(b) If the Owner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

Article Four
INSURANCE/CONDEMNATION

4.01 ASSOCIATION INSURANCE:

(a) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Community Area, Association Maintained Public Area, Duplex Exteriors and any other property maintained by the Association. The Board may, in its sole discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the Board from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(b) Fidelity bonds indemnifying the Association, its directors and officers and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Board may deem desirable.

(c) The premiums for any insurance obtained under this Section with respect to the Community Area shall be Community Expenses, and the premiums for any insurance obtained under this Section with respect to the Duplex Exteriors shall be Duplex Expenses.

4.02 DUPLEX INSURANCE/DAMAGE:

(a) UNLESS THE BOARD HAS PROVIDED WRITTEN NOTICE TO THE OWNER OF DUPLEXES THAT IT INTENDS TO PROVIDE INSURANCE PURSUANT TO THE REMAINDER OF THIS SECTION, THEN EACH OWNER OF A DUPLEX SHALL PROVIDE HIS OWN INSURANCE AGAINST LOSS OF DAMAGE BY FIRE AND OTHER HAZARDS.

(b) The Board shall have the authority to and may obtain insurance for the Duplexes against loss or damage by fire and such other hazards as may be required by the Federal National Mortgage Association, as the Board may deem desirable, or as reasonably required by First Mortgages, for the full insurable replacement cost of the Duplexes, including fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the Duplexes; provided, that, unless specifically obtained by the Board, the insurance coverage shall not be required to include any "Improvements and Betterments" to a Duplex. For purposes hereof, Improvements and Betterments shall include all decorating, fixtures and furnishings installed or added to and located within the boundaries of the Duplex, including without limitation, electrical

fixtures, appliances, air conditioning and heating equipment, water heaters, built in cabinets, floor coverings, including, but not limited to, carpeting, wood and vinyl flooring, wall coverings and ceiling coverings, including, but not limited to, paint and paneling. Premiums for such insurance shall be Duplex Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for each of the Duplex Owners. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any Duplex Owner, (iii) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the First Mortgagee of each Duplex, and (iv) shall contain waivers of subrogation with respect to the Association and its directors and officers, employees and agents (including the managing agent), Owners, occupants of the Duplexes, First Mortgagees, the Declarant and shall name all such parties as additional insured parties as their interests may appear.

(c) The Board may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be Duplex Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Duplexes, the Board shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Duplex so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Duplexes. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

(d) Unless expressly advised to the contrary by the Board, each Owner of a Duplex shall obtain his own insurance on the Improvement and Betterments (as defined in Section 4.02) within the Owner's Duplex, the contents of the Owner's Duplex and furnishings and personal property therein, the Owner's personal property stored elsewhere on the Premises and the Owner's personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Duplex Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners of Duplexes. Except as expressly determined by the Board, the Board shall not be responsible for obtaining insurance on such Improvements and Betterments and shall not be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder to restore the affected Duplex to a condition better than the condition existing prior to the making or installation of Improvements and Betterments.

(e) Each Duplex Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its directors and officers, the Declarant, the manager and the managing agent if any, and their respective employees and agents, for damage to the Duplex or to any personal property located in the Owner's Duplex caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

(f) In the case of damage by fire or other disaster to any Duplex (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Association to repair or reconstruct the Damaged Improvement.

(g) In the case of damage by fire or other disaster to any Duplex or building which contains Duplexes where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Duplex Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting at which a quorum of at least 20% of the Duplexes are represented, the Duplex Committee shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment to be levied against all Duplexes and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Duplex Committee under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least two-thirds (2/3rds) of the votes cast by Voting Members representing Duplexes at such meeting.

(4) If the Voting Members representing Duplexes do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) and (2) above or if a quorum is not present at such meeting, then the Duplex Committee may, at its discretion, call another meeting or meetings of the Duplex Owners to consider or reconsider, as applicable, the question of whether or not the Damaged Improvement shall be repaired or reconstructed.

(5) If the Voting Members representing Duplexes do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above, then the Duplex

Committee may, with the consent of the Board and Owners representing 75% of the Duplexes in the damaged building and First Mortgagees representing 75% of the Duplexes subject to Mortgages in the damaged building, amend this Declaration to withdraw the Duplex Parcel which includes the Damaged Improvement from the terms hereof (except as provided below). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Duplex Owner shall be made to such Duplex Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Board in consultation with the Duplex Committee. From and after the effective date of the amendment referred to above in this paragraph, the Owner of the Duplex located on the Duplex Parcel which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Duplexes if the amendment had not been Recorded; provided, that, the Duplex Parcel shall continue to be subject to the provisions of Section 3.08 hereof and upon issuance of an occupancy permit for a building constructed on a Duplex Parcel removed from the terms hereof as provided above, the Duplex Parcel shall thereupon be subject to the terms hereof and each Duplex to be constructed thereon shall become a Duplex hereunder.

(h) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Duplex Parcel as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

(i) If the Damaged Improvement is not repaired or reconstructed, then the damaged portion of the building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board. Any reconstruction of the building shall be subject to the provisions of Section 3.09.

4.03 OWNER RESPONSIBILITY: In addition to the coverage described in Sections 4.02 and 4.03 above with respect to his Home, each Owner shall obtain his own personal liability insurance to the extent not covered by the liability insurance for all of the Owners obtained as part of the Community Expenses and Duplex Expenses, as above provided, and the Board shall have no obligation whatsoever to obtain any such individual insurance coverage on behalf of the Owners.

4.04 WAIVER OF SUBROGATION: The Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Association, its directors and officers, Declarant, the managing agent, if any, and their respective employees and agents, for damage to the Homes, Community Area, Duplex Common Area, or to any personal property located in or on the Homes, the Community Area or the Duplex Common Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Board under Sections 4.01(a) and (b) and by each Owner under Section 4.02 shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of an Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents.

4.05 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Board, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares for each Dwelling Unit, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and Recorded.

Article Five
THE ASSOCIATION

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. The Association shall be the governing body for all of the Owners for the administration, operation and maintenance, repair and replacement of the Community Area, Association Maintained Public Area, and Duplex Exteriors, and any such other portions of the Premises or other real estate, as provided herein.

5.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership per Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Dwelling Unit within ten (10) days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Dwelling Unit. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit.

5.04 BOARD / COMMITTEE MEMBERS: Subject to the rights retained by the Declarant under Section 9.05, (a) the Board shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member; (b) the Detached Home Committee shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member who represents a Dwelling Unit improved with a Detached Home, and (c) the Duplex Committee shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member who represents a Dwelling Unit improved with a Duplex.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Declarant and the Owners shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members, and each Voting Member shall have one vote for each Dwelling Unit which the Voting Member represents. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority by the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws.

5.06 BOARD LIABILITY: Neither the directors nor the officers or the committee members of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, recklessness or actual fraud. The Association shall indemnify and hold harmless the Declarant and each of the directors and officers, the committee members and officers, his heirs, executors or administrators, against all contractual and other liabilities to the Owners, the Association or others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or recklessly. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, recklessness or actual fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, recklessness or actual fraud in the performance of his duties as such director, officer or committee member.

5.07 MANAGING AGENT: The Declarant (or an entity controlled by the Declarant) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee with ninety (90) days' written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Community Area. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Community Area and any such settlement shall be final and shall bind all of the Owners.

5.09 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Community Area owned by the Association shall be conveyed to the Owners of Dwelling Units as tenants in common. The Association shall not voluntarily dissolve without the prior written consent of the Municipality.

5.10 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Dwelling Units to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws or rules and regulations adopted by the Board (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Association in proceedings instituted against it.

Article Six ASSESSMENTS

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively for the purposes of administering the affairs of the Association, paying the Community Expenses and Duplex Expenses, and accumulating reserves for any such expenses.

6.02 ASSESSMENTS: Each year on or before December 1, the Board and Duplex Committee shall adopt and furnish each Owner with a budget for the ensuing capital year, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Community Expenses;
- (c) The estimated net available cash receipts, if any, from sources other than Community Assessments, if any;
- (d) The amount of the "Community Assessment" payable by the Owners of Dwelling Units, which is hereby defined as the amount determined in (a) above, plus the amount in (b) above, minus the amount determined in (c) above;
- (e) That portion of the Community Assessment which shall be payable by the Owner of each Dwelling Unit each month until the next Community Assessment or revised Community Assessment becomes effective, which monthly amount shall be equal to the Community Assessment, divided by the number of Dwelling Units, divided by 12, so that each Owner shall pay equal Community Assessments for each Dwelling Unit owned.
- (f) The estimated Duplex Expenses;
- (g) The estimated amount, if any, to maintain adequate reserves for Duplex Expenses;

(h) The estimated net available cash receipts, if any, from sources other than Duplex Assessments;

(i) The amount of the "Duplex Assessment" payable by the Owners of Duplex Parcels, which shall be equal to the amount determined in (f) above, plus the amount determined in (g) above, minus the amount determined in (h) above; and

(j) That portion of the Duplex Assessment which shall be payable by the Owner of each Duplex Parcel until the next annual Duplex Assessment or revised Duplex Assessment becomes effective, which monthly amount shall be equal to the Duplex Assessment divided by the number of Duplexes, divided by 12, so that each Owner of a Duplex Parcel shall pay equal Duplex Assessments for each Duplex Parcel owned.

The Board shall prepare and approve that portion of the budget provided for in (a) through (e) above, and the Duplex Committee shall prepare and approve that portion of the budget provided for in (f) through (j) above.

Anything herein to the contrary notwithstanding the following provisions shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant's Development Plan and (ii) all proposed Dwelling Units have been sold and are occupied. The Declarant's Development Plan shall be kept on file with the Association and may be modified from time to time by Declarant. Prior to the Turnover Date, (i) each Owner (other than the Declarant) shall pay as the Owner's monthly share of the Community Assessment an amount equal to the budgeted Community Expenses as shown on the Stabilized Budget divided by the number of planned Dwelling Units as shown on the Declarant's Development Plan, divided by 12 so that each Owner (other than Declarant) will pay, with respect to each Dwelling Unit owned by the Owner, a monthly Community Assessment equal to what the Owner would be paying if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Dwelling Units have been built and are occupied, and (ii) each Owner of a Duplex (other than Declarant) shall pay as the Owner's monthly share of the Duplex Assessment an amount equal to the budgeted Duplex Expenses as shown on the Stabilized Budget, divided by the number of planned Duplexes as shown on the Declarant's Development Plan, divided by 12, so that each Owner of a Duplex (other than Declarant) will pay, with respect to each Duplex owned by the Owner, a monthly Duplex Assessment equal to what the Owner would be paying with respect to the Duplex if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Duplexes have been built and are occupied. Declarant shall not be obligated to pay any Community Assessments or Duplex Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of any of the Community Assessments or Duplex Assessments billed to Owners (regardless of whether paid by Owners), plus working capital contributions under Section 6.07 payable by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Community Expenses and Duplex Expenses, actually incurred with respect to such period, then the Declarant shall pay such difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and

settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.

6.03 PAYMENT OF ASSESSMENT: On or before the 1st day of January of the ensuing calendar year, and on the first day of each month thereafter until the effective date of the next annual or revised Community Assessments and Duplex Assessments, each Owner of a Dwelling Unit which is subject to assessment shall pay to the Association, or as the Board may direct, that portion of the Community Assessments and Duplex Assessments, if any, which is payable by each Owner of a Dwelling Unit under Section 6.02. For purposes hereof, a Dwelling Unit shall be subject to assessment only from and after a temporary, conditional or permanent certificate of occupancy has been issued by the Municipality with respect to the Dwelling Unit.

6.04 REVISED ASSESSMENT: If the Community Assessment or Duplex Assessments proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board (or in the case of the Duplex Assessment, the Duplex Committee) may increase or decrease the assessments payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: The Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses and Duplex Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, Duplex Exteriors or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Dwelling Units in equal shares; except, that a special assessment with respect to Duplex Exteriors or to cover a deficit under the prior year's budget for Duplex Expenses shall be levied only against the Owners of Duplexes and only by action of the Duplex Committee. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Dwelling Units against which the proposed special assessment shall be levied may vote on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Association shall segregate and maintain special reserve accounts (the "Capital Reserve") to be used solely for making capital expenditures in connection with the repair and replacement of the following "Reserve Items": Improvements located on the Community Area, Associated Maintained Public Area, Woodland Conservancy

Easement, Monument Sign Easement, Duplex Exteriors and any other property maintained by the Association. The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Reserve Items and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Reserve Items and the purchase of other property to be used by the Association in connection with its duties hereunder; provided, that the Duplexes Committee shall make such determinations with respect to the Duplexes. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessments or Duplex Assessments provided for in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Reserve Items shall be held by the Association as agent and trustee for the Owners of Dwelling Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Board appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Board deems to be appropriate based on information available to the Board. Directors and officers elected by the Owners after the Turnover Date may use different approaches from those used by Board appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Reserve Items. If the Board chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Board does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Board nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Board shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments and Duplex Assessments, separate assessments or special assessments. The final accounting and settlement calculation between the Declarant and the Association (provided for in Section 6.02 above) shall not include any amounts allocated to, or deposited in, the Capital Reserve.

6.07 INITIAL CAPITAL CONTRIBUTION:

(a) Upon the closing of the first sale of a Dwelling Unit by the Declarant to a purchaser for value, the purchasing Owner shall (i) make a capital contribution to the Association in an amount equal to two (2) months of the then current Community Assessment, which amount shall be held and used by the Association for its working capital needs, and (ii) pay to the Association twenty percent (20%) of the then current annual Community Assessment for that Home, which amount shall be added to the Capital Reserve to be used for capital expenditures in connection with the repair and replacement of the Community Area. The Board may at its discretion use a portion of the funds collected pursuant to this subsection (a)(ii) to help fund the reserve account for the Duplexes which amount shall be added to those amounts collected pursuant to (b)(ii) below.

(b) Upon the closing of the first sale of a Duplex by the Declarant to a purchaser for value, the purchasing Owner shall (i) make a capital contribution to the Association in an amount equal to two (2) months of the then current Duplex Assessment, which amounts shall be held and used by the Association for its working capital needs, and (ii) pay to the Association twenty percent (20%) of the then current Duplex Assessment for that Duplex, which amount shall be added to the

Capital Reserve to be used for capital expenditures in connection with the repair and replacement of the Duplex Exteriors.

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Dwelling Unit and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

Article Seven

COLLECTION OF CHARGES AND REMEDIES FOR BREACH OR VIOLATION

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Dwelling Unit, as applicable. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid after sixty (60) days, but not more than six (6) months from the due date of the assessment. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. Any foreclosure action may be brought at the Association's election either (x) in the same manner as an action to foreclose a real estate mortgage or (y) as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Said election between (x) and (y) above shall be made by the Board on a case by case basis. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Dwelling Unit.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to

a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment, Duplex Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

7.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished.

7.06 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Board may levy a fine or the Board may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Dwelling Unit to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Dwelling Unit as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

Article Eight USE RESTRICTIONS

8.01 RESIDENTIAL USE: Each Dwelling Unit shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of a Dwelling Unit or any portion thereof, nor shall any Resident's use of a Dwelling Unit endanger the health or disturb the reasonable enjoyment of any other Owner or Resident, except that

professional and quasi-professional persons may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions shall not, however, be construed to prohibit a Resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence therefrom, or (d) conducting an in-home business not prohibited by applicable laws, ordinances or regulations. Any lease affecting a Dwelling Unit is subject to these provisions and the terms of this Declaration, including without limitation Section 2.16.

8.02 OBSTRUCTIONS AND REFUSE: Except as permitted under Article Nine, there shall be no obstruction of the Community Area. No Owner shall store any items or materials in the Community Area without the prior written consent of the Board. The Community Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board. All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Homes and streets. Garbage may not be burned on a Lot. Unless otherwise provided in rules and regulations adopted by the Board organized by Municipal Ordinance, all garbage shall be placed curbside no earlier than 7:00 p.m. on the day before collection and the empty receptacles shall be removed from curbside and returned to the Homes no later than 7:00 p.m. on the day of collection.

8.03 PETS: No animal of any kind shall be raised, bred, or kept on the Community Area. The Board may from time to time adopt rules and regulations governing (a) the keeping of pets in the Home, which may include prohibiting certain species of pets from being kept in the Home and (b) the use of the Community Area by pets. Any pet causing or creating a nuisance or unreasonable disturbance to an Owner shall be permanently removed from the Premises by the pet owner upon three (3) days written notice from the Board to the Owner of the Home containing such pet and the decision of the Board shall be final. No pet shall be permitted on the Community Area unless it is leashed. The owner of a pet shall be responsible for the immediate removal of pet waste from the Community Area.

8.04 PROSCRIBED ACTIVITIES / NUISANCE: No nuisance, noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Home.

8.05 PROHIBITED USES AND STRUCTURES: Unless permitted by the Board, no clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Premises. Except as permitted under Article Nine, there shall be no obstruction of the Community Area and nothing shall be stored in the Community Area without the prior written consent of the Board.

8.06 PARKING / VEHICLES:

(a) Parking areas and driveways shall be used for parking operable and licensed passenger motor vehicles only and no part of any Dwelling Unit shall be used for storage use, or parking of mobile homes, trailers, commercial vehicles, snowmobiles or boats except within the confines of a garage. No repair or body work of any motorized vehicle shall be permitted except

within the confines of the garage. Passenger motor vehicles in non-operative condition shall not be parked, except in garages. No golf carts or other motorized recreation vehicles shall be operated on the Premises, except as operated by the Declarant.

(b) Without limiting the foregoing paragraph, Residents shall not be permitted to store or park any vehicle (which has "D" or equivalent plates, more than two (2) axles, more than four (4) tires and/or a gross weight when fully loaded in excess of 8,000 pounds), recreational vehicle, boat, trailer or other similar vehicle on any portion of the Premises, other than within a garage which is part of a Home. In no event can any portion of a vehicle which is permitted to be parked on the Premises hereunder (including any ladder or other equipment attached thereto) block or overhang any portion of a sidewalk located on the Premises.

8.07 PLANTS: No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises.

8.08 ANTENNA/SATELLITE DISHES: Subject to the provisions of Section 3.07 and 3.08 to applicable federal, state or local laws, ordinances or regulations, towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite or other signals shall not be installed or mounted on the outside of any Home. The foregoing, however, does not prohibit direct broadcast satellite receiving discs or dishes no larger than eighteen inches (18") in diameter provided that such over-the air reception devices are installed or mounted in compliance with rules and regulation adopted by the Board from time to time pertaining to the location, screening and manner of installation of such devices and provided that such rules and regulations do not cause unreasonable cost or delay and do not preclude reception of an acceptable quality signal. The purpose, herein, is to be courteous to the surrounding Owners. Under no circumstances shall free standing transmission or receiving towers which support satellite discs or dishes larger than one (1) meter in diameter or non-standard television antennae shall be permitted within the Development Area.

8.09 GARAGE DOORS: Garage doors shall be kept closed at all times, except when Residents or vehicles are entering or exiting the garage or when the garage is being cleaned.

8.10 MAILBOXES: The mailbox on the Dwelling Unit shall be of such style, size, material and color as shall be prescribed from time to time by the Board.

8.11 LANDSCAPING: Except as permitted under Article Three, there shall be no changes to landscaping on any portion of the Premises.

8.12 RULES AND REGULATIONS:

(a) The use and enjoyment of the Community Area shall be subject to reasonable rules and regulations duly adopted by the Board from time to time.

(b) Without limiting the foregoing, the Board may levy a reasonable fine upon an Owner for a violation of a rule or regulation, in accordance with the procedures set forth in Section 7.06.

8.13 FENCES: No fencing shall be permitted on the Premises other than fencing installed by the Declarant or the Association.

8.14 OUTBUILDINGS AND OTHER STRUCTURES:

(a) No outbuilding, animal house, greenhouse, playset, shed or storage shed or any other permanent or temporary structure shall be erected, installed or maintained anywhere on the Premises.

(b) This provision shall not affect any outbuilding, shed or storage shed constructed by the Declarant or the Association.

8.15 POOLS: No swimming pools shall be erected, installed or maintained anywhere on the Premises except as part of the Recreation Center, if any. All outdoor jacuzzis, hot tubs or other water features must be integrated into the design for the Home, be screened from view and shall be approved by the Board prior to installation. Any outdoor jacuzzis, hot tubs or other water features shall be located in the rear yard of the Dwelling Unit and shall not extend past the side lines of any Home extended to the rear lot line. A building permit for any jacuzzi, hot tub or water feature must be procured from the Municipality prior to installation.

8.16 WATERING: The Board may adopt rules and regulations governing the watering of grass, shrubs, trees and other foliage on the Community Areas. Without limiting the foregoing, the Board may require the Owner of a particular Dwelling Unit to be responsible for watering specific portions of the Premises as designated from time to time by the Board.

8.17 SOLAR ENERGY SYSTEM: Any and all devices employed to convert sunlight to electricity must be either totally screened from view or completely integrated into the residence design. Solar shingles or other reflective devices producing a glare that is visible from the street or from adjacent lots will not be permitted.

8.18 SIGNS: Except as provided in Article Nine, no "For Sale", "For Rent" or any other sign of any kind or other form of solicitation or advertising or window display shall be erected, maintained or permitted on the Premises unless permitted pursuant to reasonable rules or regulations adopted by the Board from time to time. Without limiting the foregoing, no more than one (1) sign (not to exceed 2 feet by 2 feet in size) may be placed in a window, subject to the reasonable rules and regulations of the Board. Also, during the two (2) week period prior to and during the one (1) week period subsequent to a primary or general election, one (1) political sign (not to exceed 2 feet by 2 feet in size) may be placed in the window.

8.19 PLAYSET: No playsets shall be erected, installed or maintained on the Premises except as installed by the Declarant or the Association.

8.20 MINIMUM SQUARE FOOTAGE: Homes located in each area as indicated on Exhibit C hereto shall have the following minimum square footages on the first and second floors combined but excluding the basement:

Area A: 1400 square feet
Area B: 1700 square feet

Area C: 1200 square feet

This restriction shall not apply to Homes constructed by the Declarant as model Homes; provided however, if a model home is razed and rebuilt the new Home built by any party other than the Declarant shall be subject to these restrictions.

8.21 BALCONIES / GRILLS: The use and placement of grills and other seasonal items on balconies shall be subject to applicable ordinances of the Municipality and rules and regulations adopted by the Board from time to time.

8.22 USE AFFECTING INSURANCE: Nothing shall be done or kept in any Home or in the Community Area which will increase the rate of insurance maintained by the Association pursuant to Article Four without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Home or on the Community Area which will result in the cancellation of insurance maintained by the Association pursuant to Article Four or which would be in violation of any law.

Article Nine
DECLARANT'S RESERVED RIGHTS AND
SPECIAL PROVISIONS COVERING DEVELOPMENT PERIOD

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights reserved to the Declarant in this Article shall terminate at such time as the Declarant is no longer vested with or in control of title to any portion of the Development Area ("Declarant Rights Period").

9.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold by and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Dwelling Units on the Premises or at other properties in the general vicinity of the Premises which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any Home owned by it to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the

right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Dwelling Units or to the Community Area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store dirt, construction equipment and materials on the Premises without the payment of any fee or charge whatsoever. The rights of the Declarant under this Section 9.03 shall terminate one (1) year from time as the Declarant is no longer vested with or in control of title to any portion of the Development Area.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the Municipality or to any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area or Duplex Common Area to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Dwelling Unit.

9.05 DECLARANT CONTROL OF ASSOCIATION: The first Board shall consist solely of three (3) persons from time to time designated by the Declarant, which persons may, but need not, be members under Section 5.02. Declarant's rights under this Section to designate the members of the Board shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any part of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, or (iii) fifteen (15) years from the date of Recording hereof. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board shall be constituted and elected as provided in the By-Laws. Prior to the Turnover Date all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall have no voting rights.

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.07 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.08 MATTERS AFFECTING COMMUNITY AREA: During the Declarant Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed

on any portion of the Community Area (an "Outlot") without the prior written consent of the Declarant. Any such lien or encumbrance placed or imposed on a portion of an Outlot without Declarant's consent shall be null and void. In order to reflect or conform to a change in the Declarant's plan for the development, any time prior to the end of the Declarant Rights Period, the Declarant shall have the right and power to (i) Record a Special Amendment pursuant to Section 10.01(vii) to withdraw and remove any portion of an Outlot from the Premises, and (ii) require the Association to convey the portion of the Outlot so withdrawn and removed from the Premises to Declarant or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by the Declarant pursuant to this Section.

Article Ten AMENDMENT

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Declaration or any Exhibit, or (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, and/or (vi) to amend Exhibit B to withdraw and remove all, or any portion, of an Outlot from the terms of the Declaration so that the portion or portions so withdrawn and removed shall no longer be part of the Premises hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall terminate five (5) years from such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT: Subject to Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least Seventy-Five percent of the total votes or by an instrument executed by Owners of at least Seventy-Five Percent (75%) of the Dwelling Units; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, and (ii) Article Nine, Article Twelve or any other provisions relating to the rights of Declarant may be amended only with the written consent of the Declarant. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment shall become effective until properly Recorded.

Article Eleven
FIRST MORTGAGEES RIGHTS

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Dwelling Unit covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;

(e) Notice of any substantial damage to any part of the Community Area or the Dwelling Unit subject to the First Mortgagee's mortgage;

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area or the Dwelling Unit subject to the First Mortgagee's mortgage;

(g) Notice of any default by the Owner of the Dwelling Unit which is subject to the First Mortgagee's mortgage under this Declaration, the By-Laws or the rules and regulations of the Association which is not cured within thirty (30) days of the date of the default;

(h) The right to examine the books and records of the Association at any reasonable times;

(i) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below; and

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

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Dwelling Units (by number) which are subject to first mortgages held by First Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:

(1) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Community Assessments, North Detached Home Assessments, Duplex Assessments or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Ten, (iii) changes this Article Eleven, Article Twelve or any other provision of this Declaration or by the By-Laws which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or (vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Dwelling Unit; or

(2) The withdrawal of the Premises from the provisions of this Declaration.

However, in no event shall the consent of Eligible First Mortgagees be required with respect to any action taken by Declarant pursuant to Article Twelve.

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within sixty (60) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

Article Twelve
ANNEXING ADDITIONAL PROPERTY

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to fifteen (15) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration

by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; any portion of any Added Premises which is made part of the Duplex Common Area shall be referred to as "Added Duplex Common Area"; and any Dwelling Units contained in the Added Premises shall be referred to as "Added Dwelling Units". After the expiration of said fifteen (15) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent the Owners (by number) of two-thirds (2/3) of all Dwelling Units then subject to this Declaration is first obtained.

12.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, Added Duplex Common Area and Added Dwelling Units to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Dwelling Unit shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Dwelling Units immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Community Area, Added Duplex Common Area or the Added Dwelling Units, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Dwelling Unit or its Owner prior to such Recording;

(e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Dwelling Unit which is subject to assessment hereunder shall be responsible for the payment of the Duplex Assessment (if the Dwelling Unit is a Duplex) and Community Assessment pursuant to Section 6.02, as applicable, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Dwelling Unit became subject to assessment hereunder.

Article Thirteen
PARTY WALLS

13.01 PARTY WALL: Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate Duplexes shall constitute and be a "Party Wall", and the Owner of a Duplex immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

13.02 RIGHTS IN PARTY WALL: Each Owner of a Duplex which includes a portion of a Party Wall shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

13.03 DAMAGE TO PARTY WALL:

(a) If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Duplex which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Duplex.

(b) Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Duplex which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Owners of the adjacent Duplexes to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible; provided that the cost of repairing or replacing any portion thereof which is part of a Duplex Exterior with respect to which the Association is responsible for furnishing maintenance, repairs or replacements hereunder shall be paid by the Association to the extent not covered by insurance.

(c) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided

in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Duplex.

13.04 CHANGE IN PARTY WALL: Any Owner of a Duplex who proposes to modify, rebuild, repair or make additions to any structure upon his Duplex in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent Duplex and the Board, in addition to meeting any other requirements which may apply. In the event that a Party Wall is altered, regardless of whether all required consents have been obtained, any express or implied warranties made by the Declarant concerning the structural integrity of the Party Wall or of either the Homes adjacent to the Party Wall shall be null and void and the Owner who alters the Party Wall shall be responsible for any and all damage caused to an adjacent Duplex or improvements thereto.

13.05 ARBITRATION: In the event of a disagreement between Owners of Duplexes adjoining a Party Wall with respect to their respective rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Board and the decision of the Board shall be final and binding.

Article Fourteen
MISCELLANEOUS

14.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his or its Home. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

14.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

14.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

14.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

14.05 TITLE HOLDING LAND TRUST: In the event title to any Lot is held by a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

14.06 WAIVER OF IMPLIED WARRANTIES OF PERFORMANCE IN A WORKMANLIKE MANNER, REASONABLE ADEQUACY FOR INTENDED USE AND OCCUPANCY, AND OTHER WARRANTIES: Wisconsin Statute Chapter 706, Section 706.10(7) ("Statute") specifies that every contract for the construction or rehabilitation of a home in Wisconsin carries with it a warranty that when completed, such improvements shall have been performed in a workmanlike manner and shall be reasonable adequate to equip the premises for use and occupancy as a home. The Statute also stipulates that the "Implied Warranty of Performance in a Workmanlike Manner" and that the "Implied Warranty for Reasonable Adequacy for an Intended Use and Occupancy" (together, "Implied Warranties") do not have to be in writing to be a part of the contract. These Implied Warranties cover not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but they also cover any defect in workmanship which may not easily be seen by the buyer. However, the Statute states that the seller-builder and buyer may agree in writing that these Implied Warranties are not included as a part of their particular contract. Each buyer of a Home from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranties and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Home and, accordingly, no Owner of a Home shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Performance in a Workmanlike Manner, the Implied Warranty of Reasonable Adequacy for an Intended Use and Occupancy or any other implied warranty.

[Signature page follows]

Dated: _____, 20__

DECLARANT:

TAYLOR MORRISON OF ILLINOIS, INC.,
an Illinois corporation

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of Taylor Morrison of Illinois, Inc., an Illinois corporation, (the "Company") personally known to me or properly identified to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of the Company for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2015.

Notary Public: _____
Commission expires: _____

EXHIBIT A TO
DECLARATION OF COVENANTS FOR SYMPHONY BAY

The Development Area

[To be inserted prior to recording.]

EXHIBIT B TO
DECLARATION OF COVENANTS FOR SYMPHONY BAY

The Premises

[To be completed prior to recording.]

I. Premises:

II. Dwelling Units

A. Detached Home Lot: Each of the following described lots shall be a "Detached Home Lot" hereunder:

1. Lots _____

B. Duplex Lot: Each of the following described lots shall be a "Duplex Lot" hereunder and shall be divided into "Duplex Parcels" as described in Section 1.23 of the Declaration to which this Exhibit is attached:

1. Lots _____

III. Community Area:

1. Lots _____

IV. Duplex Common Area:

A. All portions of each Lot described in Section II.B. above, outside of the Duplexes on the Lot.

V. Association Maintained Public Areas:

A. Portions of the Bike Trail serving the Development which are located on the public right of way or property.

B. Landscaping islands located in _____ Street.

PINs: _____

Addresses: _____

EXHIBIT C TO
DECLARATION OF COVENANTS FOR SYMPHONY BAY

Minimum Square Footage Map

[To be inserted prior to recording.]

DEVELOPMENT AGREEMENT

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

ig Area

Document Number

Document Name

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Agreement”) is made this [redacted] day of [redacted], 2016, between the CITY OF LAKE GENEVA, Walworth County, Wisconsin (“City”), Southland Farms LLC, a Wisconsin limited liability Company (Owner), and Taylor Morrison of Illinois, Inc., an Illinois Corporation (“Developer”).

Name and Return Address
GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.
354 Seymour Court
Elkhorn, Wisconsin 53121

RECITALS

WHEREAS, the City is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. Ch. 62, with authority to enter into this Agreement under its zoning and annexation ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

ZYUP00149C, ZYUP00174, ZYUP00173,
ZYUP00149A, ZA 10270000, and
ZYUP00149D

Parcel Identification Number (PI

WHEREAS, the Owner is the owner of certain real property located in the City, previously known as Geneva Raceway, and later Southland Farms, of approximately 170.63 acres, located between Townline Road to the north and Bloomfield Road to the south, and more particularly described in the attached Exhibit A incorporated herein (“Symphony Bay”); and

WHEREAS, the Developer is the contract purchaser of Symphony Bay; and

WHEREAS, Southland Farms was zoned PD, Planned Development, per Ordinance No. 05-24, and is the subject of a General Development Plan approved August 18, 2005, and an amendment thereto, approved August 14, 2006, and subsequently further amended on July 27, 2015 (as Symphony Bay) (collectively, “GDP”) and is now known as Symphony Bay. A Preliminary Plat of Symphony Bay Subdivision has been approved by the City. Concurrently herewith, Owner is applying for approval of a Final Plat of Symphony Bay Subdivision, a copy of which is attached hereto as Exhibit B and incorporated herein (“Final Plat”). A Precise Implementation Plan (“PIP”) for Symphony Bay has been approved by the City, on [redacted], 2015 and is attached as Exhibit C; and

WHEREAS, the Developer and Owner desire to develop Symphony Bay as a fully-integrated, phased residential development pursuant to the GPD and the PIP; and

WHEREAS, Symphony Bay conforms to the City's 1997 Comprehensive Master Plan, projecting Mixed Residential uses for Symphony Bay; and

WHEREAS, the City entered into that certain Development Agreement dated February 11, 2008 with Southland Farms, LLC as "Developer" (the "Original Agreement") and thereafter entered into that certain First Amendment to Development Agreement with Developer dated January 24, 2011 (the "First Amendment"); and

WHEREAS, Southland Farms, LLC has entered into a contract to sell Symphony Bay to Taylor Morrison of Illinois.

NOW, THEREFORE, the City, Southland Farms, LLC, as Owner, and Taylor Morrison of Illinois, Inc., as Developer, have deemed it necessary and convenient to amend and restate the Original Development Agreement and such Agreement is hereby amended and restated in its entirety as follows:

SECTION 1 RESTATEMENT OF RECITALS

SECTION 1.1 **Recitals Incorporated**. The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

SECTION 2 PUBLIC AND PRIVATE IMPROVEMENTS

SECTION 2.1 **Permitted Phasing**. The portions of Symphony Bay designated for single-family and duplex development under the PIP shall be developed in phases ("Phased Development"). It is estimated that it may take up to ten (10) years or more to fully develop, construct, and sell the Phased Development. As Symphony Bay proceeds, the Developer will install all necessary infrastructure, including streets, sanitary sewer and related facilities, public water mains and related facilities, and storm water management system facilities (collectively, "Improvements"), as may be necessary to serve each individual phase so undertaken. All Improvements shall comply with City and state standards, to be reviewed and approved by the City Engineer, as provided below. The sanitary sewer and related facilities, water mains and related facilities, and streets designated as public on the Final Plat, shall be dedicated and conveyed or transferred to the City pursuant to this Agreement. The sequence, order, and pace of the phasing/staging shall remain in the sole discretion of the Developer; provided, however, that each phase or portion thereof commenced by the Developer, including the initial phase, shall be a "stand alone" phase or "partial" phase. A "stand alone" phase or

“partial” phase means the completed Improvements shall service the subject phase or partial phase in such a manner that the residential dwellings, other structures, and utilities constructed therein are fully serviceable and functional without being dependent upon the timing of the construction or order of any other phase or the balance of the subject phase.

SECTION 2.2 **Phasing.** The Improvements will be constructed in up to four (4) phases. Attached hereto as Exhibit D is a diagram depicting each of the four (4) phases which shall be developed.

- a. The Phase I Improvements shall include:
1. As identified on the Final Plat: (i) Outlot 2 and the storm water management system facilities located thereon, (ii) Demolition of the existing barn, and racetrack facilities (iii) the following public streets: [REDACTED] (iv) Primary entrance feature at Townline Road, and secondary entrance monuments at Bloomfield Road and, (v) Walking trails through the Outlot 1 and Outlot 2
 2. The Improvements necessary to support the Phase I Improvements and the dwelling units to be located within such phase.
- b. The Phase II Improvements shall include:
1. As identified on the Final Plat: (i) Outlot 3 and the initial Amenity center facilities. (the total amenity center buildout and other outdoor improvements will be constructed in phase throughout the life of the development, and (ii) the following public streets: [REDACTED] and
 2. The Improvements necessary to support the Phase II Improvements and the dwelling units to be located within such phase.
- c. Phase III Improvements shall include:
1. As identified on the Final Plat: (i) the following public streets: [REDACTED] and
 2. The Improvements necessary to support the Phase III Improvements and the dwelling units to be located within such phase.

- d. Phase IV Improvements shall include:
1. As identified on the Final Plat: (i) the following public streets: [REDACTED] and
 2. The Improvements necessary to support the Phase IV Improvements and the dwelling units to be located within such phase

Developer may, at any time, seek to modify or amend Exhibit D and the corresponding phasing in Section 2.2 administratively, by written approval of _____, upon application to the City, which shall not be unreasonably withheld.

SECTION 2.3 Contractors. The Developer shall furnish, or cause to be furnished, all labor and services, material, and work for the construction and completion of the Improvements for the subject phase of Symphony Bay. The parties acknowledge and agree that the Developer may have any or all of the Improvements constructed and supplied by various contractors, and the City specifically agrees that this shall be permitted. The City declares that the Developer may employ any such general contractor or subcontractors, in its own discretion and of its own choosing. The contractors, however, shall appear on the City's pre-qualification list of contractors.

SECTION 2.4 Improvements' Compliance with Plans. The Developer will construct and complete, or cause to be constructed and completed, the Improvements for the subject phase of Symphony Bay in a thorough, workmanlike, and substantial manner in every respect, to the satisfaction and approval of both the City Engineer and the City Council, within the times specified herein and in strict accordance with the instructions and information contained in this Agreement, the performance bond, and the plans and specifications submitted as part of the PIP and reviewed and approved by the City Engineer (collectively, "Plans"), all of which documents are hereby made a part of this Agreement and form the Agreement documents as fully as if the same were set forth at length herein. The Developer, however, shall not be considered in default of any of the terms, covenants, and conditions of this Agreement if the Developer fails to perform any of its obligations hereunder and such failure is caused, in whole or in part, by any act of God, weather conditions, strikes, labor shortages, fires, casualties, shortages of materials, work stoppages, or other matters beyond the reasonable control of the Developer. In the event that any matters set forth in this section delay the Developer's ability to timely perform its obligations under this Agreement, the date upon which said obligations were to be completed shall be extended for a like number of days.

SECTION 2.5 Required Improvements. The following are the Improvements which will be required by the City for any phase of Symphony Bay which is commenced by the Developer. No improvements which are not specifically contained in the Plans shall be required to be installed by Developer or shall be required by the City to be installed

without the express consent of Developer, notwithstanding any new ordinances or any modifications to the ordinances or requirements of the City from time to time. Until and unless Developer files the surety bond for a phase, as provided in Section 8.4 hereof, and commences development of such phase, it shall have no obligation to install Improvements on the phase or otherwise develop such phase.

- a. **Survey Monuments.** The Developer shall install survey monuments, placed in accordance with requirements of Wis. Stat. § 236.15.
- b. **Roads, Streets.**
 1. After the installation of temporary block corner monuments by the Developer, and establishment of street grades from the Plans, the Developer shall grade the right-of-way of all streets of the subject phase in accordance with the Plans.
 2. All roads and streets depicted in the Plans and the Final Plat shall be dedicated to the City as public streets.
 3. After the installation of all utility and storm water management system Improvements, the Developer shall surface all roadways in dedicated streets to the widths as shown on the Plans. Said surfacing shall be done in accordance with the Plans. Sonata Way shall have a street width of thirty-seven feet (37') from back of curb to back of curb. All other public streets of Symphony Bay shall have a street width of twenty-eight feet (28') from back of curb to back of curb. All streets of Symphony Bay shall have, at a minimum, a four inch (4") blacktop mat (bituminous concrete pavement).
 4. No occupancy permit within any phase will be issued until all Improvements are completed within such phase, as well as placement of the first lift of asphalt ("Binder Course"); provided, however, the occupancy permits for residential dwellings shall be issued by the City prior to installation of the final layer of asphaltic pavement. See Section 8.02, below.
 5. With the exception of the construction as specified in the Plans, no improvements to Townline Road or

Bloomfield Road shall be required of the Developer.

6. No traffic signal lights are anticipated for any intersection of a Symphony Bay street, road, or private way with Townline Road or Bloomfield Road, or within Symphony Bay.
- c. **Curb and Gutter.** Symphony Bay is urban in nature and, therefore, curb and gutter installation shall be necessary.
 - d. **Sidewalks.** The Developer shall install sidewalks in accordance with the Plans. The sidewalks shall be generally located on one side of the street, as depicted on the Plans. The Developer may defer the construction of sidewalks on each lot until the construction of a dwelling unit on each of the lots is completed, thus avoiding unnecessary damage and destruction to the sidewalk, but the sidewalk for each lot shall be completed prior to the issuance of the final occupancy permit therefor. All sidewalks within any phase of development shall be installed prior to City acceptance of improvement for that phase.
 - e. **Sanitary Sewer System.** The Developer shall construct the public sanitary sewer Improvements to make adequate sanitary sewerage service available to each lot within the subject phase of Symphony Bay. The size, type, and installation of all sanitary sewers and laterals to street line (including such lift stations as may be necessary) shall be in accordance with the Plans. The Developer shall have the right to locate a lift station within a building to be constructed by the Developer in the public park identified as Outlot 2 on the Final Plat, in accordance with the Plans. Any oversizing costs for installation of facilities greater than that required to service Symphony Bay shall be borne by the City to the extent that the same is an incremental cost, which cost shall include such oversized facilities and their construction and installation. The City shall pay the cost of such oversizing within a reasonable time from its receipt of an invoice for the cost of such oversized facilities, not exceeding ninety (90) days. The Developer agrees that the City will not accept the public sanitary sewer Improvements for any phase until the same have been installed in accordance with the Plans.
 - f. **Storm Water Management System.** The Developer shall construct the storm water management system Improvements, which include catch basins and inlets, storm sewers, road ditches and open channels, detention/retention basins, and other water quality components as may be required for the subject phase of Symphony Bay. All such Improvements are to be of adequate size and grade to hydraulically

accommodate maximum potential volumes of flow. The type of Improvements required, the design criteria, and the sizes and grades shall be in accordance with the Plans. The storm water management system Improvements shall be designed to present no hazard to life or property. The size, type, and installation of all storm water drains and sewers proposed to be constructed shall be in accordance with the Plans. The City will not accept any storm water management system Improvements until the same have been installed in accordance with the Plans, and in no event will the City accept the storm water management system Improvements located on Outlot 2 of Symphony Bay, the maintenance of which shall be the responsibility of the Developer or the homeowners or condominium owners associations to be formed for the portions of Symphony Bay served by such Improvements. If such associations fail to perform such maintenance, the City, upon advance written notice to the associations, shall have the right of access to the storm water management system Improvements on Outlot 2 for inspection, public drainage conveyance, and repairs.

- g. **Public Water Supply Facilities.** The Developer shall construct public water mains in such a manner as to make adequate water service available to each lot within the subject phase of Symphony Bay. The size, type, and installation of all public water mains proposed to be constructed shall be in accordance with the Plans. One (1) one inch (1") copper water service shall be installed for each lot to the street line. Any oversizing costs for installation of facilities greater than that required to service Symphony Bay shall be borne by the City to the extent that the same is an incremental cost, which cost shall include such oversized facilities and their construction and installation. The City shall pay the cost of such oversizing within a reasonable time from its receipt of an invoice for the cost of the construction and installation of such oversized facilities, not exceeding ninety (90) days. The Developer agrees that the City will not accept the public water supply Improvements for any phase until such Improvements have been installed in accordance with the Plans.

h. **Other Utilities.**

1. The Developer shall cause electrical power, gas, telephone facilities, and cable television service to be installed in such a manner as to make adequate service available to each lot in Symphony Bay. All electrical power, gas, telephone facilities, and cable television service shall be located, where practicable, in underground conduits.

2. Plans indicating proposed locations of all electrical power, gas, and telephone distribution and transmission lines required to service the subject phase of Symphony Bay shall be reviewed and approved by the City Engineer.
- i. **Street Lights.** Street light and sign Improvements for the subject phase of Symphony Bay shall be installed at the Developer's cost and shall conform to City standards. Installation shall be approved by the City Engineer and the Utilities Director. Following installation and approval, such light and sign Improvements shall be the property of the City, and the City shall maintain same. Such Improvements shall be located within the right-of-way to be dedicated to the City.
 - j. **Landscaping.** The Developer shall:
 1. Preserve, to the maximum extent possible, existing trees, shrubbery, vines, and grasses not actually lying in public roadways drainageways, building foundation sites, private driveways, paths, and trails by use of sound conservation practices.
 2. Remove and lawfully dispose of all destroyed trees, brush, stumps, shrubs, and other natural growth and all rubbish.
 - k. **Park Area.** Designated on the Final Plat as public parks (collectively, "Parks"). The Parks shall be dedicated as park and recreation area for use by the general public. This park and open space requirement exceeds the requirement of City Code § 66.97, of five percent (5%) of the gross land within Symphony Bay for dedication of a park and open space requirement, and as such shall be in lieu of any and all park fees as required by City Code § 66.97(2). Included in such Conservation Area, the Developer shall construct, at its own expense, a walking path designed and located in accordance with the PIP.
 - l. **Barn.** The existing barn will be demolished during Phase 1 construction.
 - m. **Cell Tower.** Until the existing cellular telephone transmission tower located on Lot 154 of the Final Plat is permanently removed, No homes are permitted to be constructed on Lots 153, 154, 155. Upon removal of the cell tower, construction of one 2 unit duplex shall be permitted on each lot.

SECTION 3 DEDICATION

SECTION 3.1 **Dedication**. Subject to all of the other provisions of this Agreement, the Developer shall, without charge to the City, upon completion of all of the above-described Improvements for the subject phase of Symphony Bay, unconditionally give, grant, convey, and fully dedicate same to the City, its successors and assigns, forever, free and clear of all encumbrances, together with, including, without limitation, all buildings, structures, mains, conduits, pipes, lines, and appurtenances which may in any way be a part of or pertain to such Improvements, and together with all necessary easements for access and maintenance thereto.

SECTION 4 RECAPTURE

SECTION 4.1 **Recapture**. The parties intend that the costs for the extension and looping by the Developer of public water main from S.T.H. 120 to the western boundary of Symphony Bay ("Water Main") shall be recaptured from the other properties benefitting from the extension of the Water Main (collectively, "Benefitted Properties"); provided, however, that if none of the Benefitted Properties connects to the Water Main to serve such property within thirty (30) years after the date of the acceptance by the City of the dedication thereof, no such costs shall be recaptured from the Benefitted Properties. The total of such costs and the Benefitted Properties shall be agreed upon by the City and the Developer upon the acceptance of the dedication of the Water Main by the City.

SECTION 4.2 **Allocation**. When a request is made to the City to connect to the Water Main to serve any of the Benefitted Properties, the City shall institute special assessment procedures in accordance with Wis. Stat. § 66.0703, or such other applicable provision relating thereto, subjecting such property to a special assessment or charge to pay its share of the costs for the connection to the Water Main, to be allocated among the Benefitted Properties on the basis of their proportionate lineal footage of Water Main. The City shall not permit any of the Benefitted Properties to connect to the Water Main until there has first been paid to the City such property's share of such costs as provided herein.

SECTION 4.3 **Collection**. The City shall collect the proportionate share of the cost from the Benefitted Properties as determined herein for the benefit of the Developer. Within a reasonable time after receiving such share, the City shall forward the full amount thereof to the Developer or the Developer's assignee. The City shall take all steps legally permissible to attempt to recapture assessments from the Benefitted Properties as provided herein, but disclaims any personal liability in the event such recapture cannot legally be accomplished by reason of lapse of time, illegality, or otherwise. The Developer waives any right of action against the City for any sums that the City is unable to recapture.

SECTION 5 PLANS

SECTION 5.1 **Plans On Site.** The Developer shall keep itself supplied with the latest issues of all the Plans for the subject phase of Symphony Bay, and shall keep one (1) copy thereof at the site of the work, in good order and available to the City Engineer, or his or her inspectors, representatives, or agents.

SECTION 5.2 **Filing Plans.** At least two (2) complete copies of the Plans shall be filed with the City Clerk, together with two (2) sets of the Plans, one (1) set each in Mylar and digital format, of the Plans to the City Engineer and the Public Works Director, and all such copies of the Plans shall remain the property of the City.

SECTION 5.3 **City Engineer Instruction.** The City Engineer shall promptly furnish the Developer with such additional instructions relating to the Plans, by means of drawings, plans, or otherwise, as is required to proceed with the public Improvements on the subject phase of Symphony Bay. All such drawings and additional instructions shall be consistent with this Agreement and reasonably inferable therefrom.

SECTION 5.4 **Conformity with Plans.** All Improvements shall be executed in conformity with the Plans, including additional instructions. The Developer shall cause no work to be performed without proper drawings, plans, and specifications.

SECTION 5.5 **Additional Plans.** If any additional plans or specifications are prepared by the Developer, the cost of same shall be paid for by the Developer. If any additional plans or specifications are prepared by the City Engineer, the Developer shall pay to the City all costs incurred by the City for the preparation of said plans and specifications, which costs shall include engineering, legal, administrative, and all other miscellaneous costs. The Developer shall pay to the City all costs incurred by the City Engineer when he or she reviews the Plans that are prepared by, or at the direction of, the Developer for the subject phase of Symphony Bay.

SECTION 5.6 **As Built Drawings.** The Developer shall file with the City Engineer a complete set of "AS BUILT DRAWINGS," one (1) set each in Mylar and digital format, for all of the Improvements under this Agreement upon the completion of the subject phase of Symphony Bay. The Developer, in its sole discretion, may commission the City Engineer to prepare such drawings, at the Developer's expense.

SECTION 6 CONSTRUCTION AND INSPECTION

SECTION 6.1 **Commencement.** No construction, installation, or Improvements shall commence for the subject phase of Symphony Bay until the Developer has made arrangements for inspection and construction staking, and the City Engineer has given written authorization.

SECTION 6.2 **Inspection**. The Developer, prior to any work within the subject phase of Symphony Bay, shall make arrangements with the City Engineer to provide for adequate inspection during construction. The City Engineer, and/or his or her inspector, shall inspect and approve all work to assure that the Plans comply with the laws, ordinances and regulations of the City (collectively, "Code") and any other applicable governmental authority, subject to the provisions of this Agreement. The City Engineer shall approve all work prior to release of the sureties.

SECTION 6.3 **Access**. The City Engineer, his or her inspectors, representatives, or agents, shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the public Improvements are being carried on and conducted.

SECTION 6.4 **Assistance**. The Developer shall provide all facilities and assistance requested or required to carry out the work of supervision and inspection by the City Engineer, his or her inspectors, representatives, or agents, for the subject phase of Symphony Bay.

SECTION 6.5 **Responsibilities Not Relieved**. Inspection of the Improvements by these authorities or their representatives shall in no manner be presumed to relieve, in any degree, the responsibility or obligations of the Developer or to constitute the Developer as an agent of the City.

SECTION 6.6 **Materials Inspection**. No material of any kind shall be used in the public Improvements for the subject phase of Symphony Bay until it has been inspected and accepted by the City Engineer, or his or her inspector. All rejected materials shall be immediately removed from Symphony Bay. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once, regardless of previous inspection. Inspection of materials shall be promptly made and, where practicable, at the source of supply.

SECTION 6.7 **Request for Inspection**. Whenever the specifications, the instructions of the City Engineer, the Code, or the laws, ordinances, or regulations of any public authority require work to be specifically treated or approved, the Developer's contractor shall give the City Engineer timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for such inspection.

SECTION 6.8 **Compliance with Laws**. The Developer and every contractor or person doing or contracting to do any work contemplated by this Agreement shall keep itself fully informed of all national and state laws and the Code in any manner affecting the Improvements for the subject phase of Symphony Bay, and shall at all times observe and comply with such national and state laws and the Code regardless of whether such national and state laws and the Code are mentioned herein, and shall indemnify the City,

its officers, agents, and employees, against any claim or liability arising from or based on the violation of any national and state laws and the Code.

SECTION 6.9 **Permits**. The Developer shall secure, at its own expense, all necessary certificates and permits from municipal or other public authorities required in connection with the Improvements for the subject phase of Symphony Bay, and shall give all notices required by law, ordinance, or regulation and the Code. The Developer shall pay all fees and charges incident to be due for the lawful prosecution of the work contemplated by this Agreement and any extra work performed by the Developer.

SECTION 6.10 **Engineering Fees**. The City shall require that the City Engineer provide the Developer with a written, detailed estimate of the anticipated cost of all engineering inspection of construction, construction staking, and all inspections by the City Engineer, or his or her inspector for the subject phase of Symphony Bay, before the commencement of such phase. The Developer shall pay to the City the actual cost billed by the City Engineer for such phase.

SECTION 7 PROTECTION OF WORK, PROPERTY, AND PERSONS

SECTION 7.1 **Safety Precautions**. The Developer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work on the subject phase of Symphony Bay. The Developer will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to, all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off Symphony Bay, and other property at Symphony Bay, or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction on the subject phase of Symphony Bay.

SECTION 7.2 **No Nuisance**. The Developer shall provide all necessary privy accommodations for the use of its contractors, and shall maintain the same in a clean and sanitary condition. The Developer shall not create or permit any nuisance to the public or to residents in the vicinity of the work on the subject phase of Symphony Bay.

SECTION 7.3 **Safety Regulation Compliance**. The Developer will comply with all applicable safety laws, ordinances, rules, regulations, orders of any public body having jurisdiction, and the Code. The Developer will erect and maintain, as required by the conditions and progress of the work on the subject phase of Symphony Bay, all necessary safeguards for safety and protection. The Developer will notify owners of adjacent properties when prosecution of the work may affect them. The Developer will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Developer's contractors or any subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them be liable.

SECTION 7.4 **Preventing Damage**. In emergencies affecting the safety of persons or the work or property at Symphony Bay, or adjacent thereto, the Developer shall immediately act to prevent threatened damage, injury, or loss.

SECTION 8 TIME FOR COMPLETION OF WORK; PERFORMANCE BOND

SECTION 8.1 **Commencement**. It is anticipated that construction of the Improvements for the initial phase of Symphony Bay will commence no later than May 2016. The term of this Agreement shall expire on the tenth (10th) anniversary date of such commencement of construction; provided, however, that the Developer may seek extension as reasonably necessary to complete Symphony Bay.

SECTION 8.2 **Final Lift**. The City acknowledges and agrees that during the construction of each phase, the Developer will not have to lay the final layer of asphaltic pavement to avoid damage and account for settling; provided, however, that said final layer shall be constructed within the later of (i) twenty-four (24) months of the time the Developer commences the construction of the segment of road within the subject phase, or (ii) the issuance of certificates of occupancy for seventy-five (75) percent of the dwelling units within the subject phase. Prior to the installation of the final layer of asphalt pavement, the Developer shall repair all damaged road base and replace binder course as required by the City Engineer. Developer may start construction of production homes within a phase after the binder course within the phase has been installed. As the road construction continues, each segment shall be dedicated to the City by the Developer upon its acceptance pursuant to this Agreement.

SECTION 8.3 **Model Homes**. No building permit will be issued to any lot within the subject phase of Symphony Bay until the installation of sanitary sewer, water, electrical power, gas, telephone facilities, cable television service, and a Binder Course of asphalt base on the roadway adjacent to the parcel has been completed. However, the Developer may construct up to four (4) single-family model homes and one (1) duplex model home within Symphony Bay before the forgoing Improvements are constructed. The City shall issue building permits to the Developer for such model homes upon the approval of the engineering drawings, the acceptance by the City of a surety bond, and the Developer's filing of appropriate applications therefor, although the roadway and other Improvements located therein have not been constructed or installed. Occupancy, however, will not be granted to the Developer for such model homes until installation of binder course. None of the forgoing shall limit the Developer's right to construct additional model homes in a phase for which the Improvements have been constructed.

SECTION 8.4 **Security**. A surety bond will be filed with the City prior to construction of the subject phase of Symphony Bay. The procedure for the filing of the surety bond shall be as follows: A surety bond equal in amount to one hundred twenty percent (120%) of the public Improvements for the subject phase of Symphony Bay shall be

issued by a financial institution acceptable to the City. Said surety bond may be reduced from time to time by the value of Improvements for the subject phase of Symphony Bay previously completed and fully paid. The security will be reduced proportionately as each aspect of the construction for the subject phase of Symphony Bay has been completed and paid for. Should additional Improvements for the subject phase of Symphony Bay be added or the cost of the intended Improvements for the subject phase of Symphony Bay prove to be larger than originally anticipated, the surety bond shall be immediately supplemented to include any additional amounts or other estimated costs with respect to said Improvements. To secure the Developer's warranty of the public Improvements for the subject phase under subsection 11.01(c), below, the Developer shall maintain maintenance bond in the amount of twenty percent (20%) of the cost of such Improvements for twelve (12) months.

SECTION 8.5 Acceptance of Work. No act of the City, of the City Engineer, or of any representative of either, in inspecting the public Improvements of the subject phase of Symphony Bay, or any extension of time for the completion of such Improvements, shall be regarded as an acceptance of such Improvements or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of the City Engineer. No waiver of any breach of this Agreement by the City or anyone acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.

SECTION 8.6 Breach, Completion. In the event the Developer fails to complete the public Improvements within the specified time for the subject phase of Symphony Bay, commits a breach of any of the other covenants hereunder, or if the Developer becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or from any other cause whatsoever, does not carry on the public Improvements in an acceptable manner, the City shall give notice in writing to the Developer and its surety of such delay, neglect, or default, specifying the same, and if the Developer, within a period of ten (10) days after such notice, does not proceed in accordance therewith, but subject to the provisions of Section 2.4 hereof, then the City shall, upon written certificate from the City Engineer of the fact of such delay, neglect, or default, and the Developer's failure to comply with such notice, have full power and authority to call upon the surety or complete the work in accordance with the terms of this Agreement; or the City may take over the public Improvements for the subject phase of Symphony Bay, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the public Improvements for the subject phase of Symphony Bay by or on its own account, or may enter into a new agreement with another party for the completion of the public Improvements of the subject phase of Symphony Bay, according to the terms and provisions hereof, or use such other methods as, in its opinion, shall be required for such completion of in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the public Improvements for the subject phase of Symphony Bay under this Agreement, shall be charged to the Developer, and the Developer and its surety shall be liable therefor.

**SECTION 9
RISK OF LOSS**

SECTION 9.1 **Risk of Loss**. The risk of loss or damage of any kind whatsoever to materials stored on Symphony Bay which are to be incorporated into any phase of Symphony Bay, and the risk of damage or destruction to Symphony Bay or any part thereof, at any time prior to the completion and acceptance of the public Improvements to be performed under this Agreement, is assumed by the Developer.

**SECTION 10
DEVELOPER'S INSURANCE**

SECTION 10.1 **Insurance**. The Developer shall not commence, or cause to be commenced, work on the subject phase of Symphony Bay under this Agreement until it has obtained all insurance required under this subsection, and such insurance has been approved by the City; nor shall the Developer allow any contractor or subcontractor to commence such Improvements on such phase until all such insurance required of the Developer has been so obtained and approved.

SECTION 10.2 **Workmen Compensation Insurance**. The Developer shall take out and maintain during the life of this Agreement, Workmen Compensation Insurance for all of its employees employed at Symphony Bay, and in case any work is sublet, the Developer shall require all contractors and subcontractors to similarly provide Workmen Compensation Insurance for all of their employees, unless such employees are covered by the protection afforded by the Developer. In case any class of employees at Symphony Bay for the subject phase of Symphony Bay are engaged in hazardous work under this Agreement, but are not protected under the Workmen Compensation Statute, the Developer shall provide, and shall cause such contractor and subcontractor to provide, Employer's Liability Insurance for the protection of any employees not otherwise protected.

SECTION 10.3 **Public Liability and Property Damage Insurance**. The Developer shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect the Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by itself or by any contractor or subcontractor, or by anyone directly or indirectly employed by any of them, and the amount of such insurance shall be as follows: Public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, to any one (1) person, and subject to the same limit for each person in an amount not less than Two Million Dollars (\$2,000,000.00) on account of one (1) accident, and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00).

SECTION 10.4 **Contractor Insurance**. The Developer shall require each and every contractor and subcontractor to obtain and maintain similar policies with the same limits stipulated above, including contractor's contingent or protective insurance, if necessary to protect the Developer from damage claims arising from operations under this Agreement.

SECTION 10.5 **Insurance Covering Special Hazards**. The following special hazards shall be covered by rider or riders to the public liability and/or property damage insurance policy or policies herein before required to be furnished by the Developer, or by separate policies of insurance, in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) to cover injury to underground structures such as wires, conduits, pipes and sewers, and explosions of any kind, including blasting, and public liability insurance of Two Hundred Fifty Thousand Dollars (\$250,000.00)/Five Hundred Thousand Dollars (\$500,000.00), with property damage not less than One Hundred Thousand Dollars (\$100,000.00) for each and every truck or other motor vehicle used in hauling materials to or from Symphony Bay.

SECTION 10.6 **Proof of Carriage of Insurance**. Prior to commencement of work hereunder, the Developer shall furnish to, and obtain approval from the City Administrator, of certificates of insurance relating to all coverages required hereby and herein.

SECTION 10.7 **Cancellation of Insurance**. Each policy shall provide that it is noncancellable for a period of thirty (30) days following written notice of intention to cancel given by the insurance carrier via certified mail.

SECTION 10.8 **Endorsements**. The Developer will secure a contractual endorsement covering the hold harmless and indemnity agreements contained in Section 11 hereof.

SECTION 11 HOLD HARMLESS AND INDEMNITY AGREEMENT

SECTION 11.1 **Indemnity**. The Developer agrees to indemnify and hold harmless the City, its agents and employees, from any and all claims of all persons, entities, or the like for damages of any kind relating to injury, death, or property damage arising directly or indirectly out of the work performed or to be performed under this Agreement, including extra work, by reason of negligent or wrongful conduct in whole or in part on the part of:

- a. The Developer, or any of its servants, employees, personnel, agents, representatives, contractors, or subcontractors, or the agents of said respective parties, or persons performing any work under this Agreement or in connection with any work performed under this Agreement.
- b. The City, or any of its officers, supervisors, officials, agents, servants, employees or personnel, or independent

contractors (collectively, Agents) for which the City is responsible for any liability, except this provision shall not apply to negligent acts or omissions or wrongful conduct by the City or its Agents with respect to the design or inspection of the work performed by the City or any of its Agents, as provided in this Agreement.

- c. The Developer hereby warrants that all Improvements required herein will utilize good quality materials and workmanship. The Developer further agrees to warrant all Improvements of the subject phase against any and all defects in material or workmanship for a period of one (1) year from the date of the acceptance of the public dedication thereof.

SECTION 11.2 **Defense**. The Developer agrees to assume the defense of any action filed to which this hold harmless agreement applies, and to pay all costs and attorney fees incurred in connection therewith, and to pay any final judgments entered in an action to which this hold harmless agreement and indemnification agreement applies.

SECTION 11.3 **Immunity Not Affect**. This indemnity and hold harmless agreement shall be applicable regardless of any provision of immunity provided for by law.

SECTION 11.4 **Certificate of Insurance**. The Developer further agrees that prior to commencement of the public or private Improvements under this Agreement, it will deposit with the City Administrator certificates of insurance relating to the foregoing, together with a contractual indemnity endorsement relating to this hold harmless agreement.

SECTION 12 MISCELLANEOUS

SECTION 12.1 **Complete Agreement, Amendment**. There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the City and the Developer, other than as set forth herein, which is to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon either party unless made in writing by the City Council and the Developer, and signed by them.

SECTION 12.2 **Cooperation with Permits, Easements**. The City shall cooperate with the Developer in the Developer's endeavors to obtain required permits and approvals from all other governmental or quasi-governmental agencies or boards, whether federal, state, or local, with jurisdiction over any aspect or part of Symphony Bay, which support and assistance shall also extend to any public and private utility companies. The City shall also cooperate with the Developer in obtaining all necessary easements and shall

grant the Developer access to all City owned rights-of-way to enable the Developer's provision of sanitary sewer, water service, and electrical service to Symphony Bay, in accordance with the Plans. City shall process any applications and shall issue such permits within the following time periods after application of such permits are made: Building Permits – 10 days; Occupancy Permits – 10 days; Subdivision – at time of PIP approval.

SECTION 12.3 **Assessment Pending Development**. If allowed by law, Symphony Bay shall be assessed as improved property in only those phases that have been actually improved and developed by the Developer. The remainder of Symphony Bay not so improved or developed shall be assessed as it is actually used. If the provisions of this subsection should conflict with any future change in present state law relating to appropriate methods of assessment, then the provisions of said changed state law shall prevail.

SECTION 12.4 **Impact Fees**. It is understood that the Developer, and the Developer's successors and assigns, shall be required to pay all impact fees in accordance with the Code at such time as each future building connection is made. Impact fees for building connections within the City shall be in accordance with the schedule attached as Exhibit E. For a period of five (5) years after the date of this Agreement, no new impact fees or increases in existing impact fees shall be charged or sought by the City with respect to any lot within Symphony Bay. Developer shall be permitted to prepay any impact fees at the rate applicable to the date any fees are paid.

SECTION 12.5 **Codes and Fees**. City agrees that for a period of five (5) years after the date of the execution of this Agreement:

- a. no new fees or any modification of existing fees that are enacted by the City shall be applicable to Symphony Bay.
- b. no new codes or any modifications of existing codes enacted by the City shall be applicable to Symphony Bay;
- c. there shall be no requirements made by the City that the residential buildings within Symphony Bay be sprinklered.

SECTION 12.6 **Monotony Code**. Any exiting ordinance or ordinance hereinafter enacted or modified which limits, governs or controls architectural style, colors, building materials or placement of homes on lots which may be in conflict with the "Monotony Code Lot Restrictions Symphony Bay Development" (the "Monotony Code") attached hereto as Exhibit F shall not be applicable to houses built on Symphony Bay, and the Monotony Code shall apply to all such homes.

SECTION 12.7 **Temporary Certificates of Occupancy**. Temporary certificates of occupancy shall be issued during periods of winter weather for homes when construction has not been completed.

SECTION 12.8 **Snowplowing of Streets**. The City shall, at its cost, snowplow all streets within a phase after the binder course has been installed within the phase.

SECTION 12.9 **Sale Trailers**. Developer shall be allowed to place and maintain on any phase trailers for use as a temporary sales office for homes to be constructed within Symphony Bay. Such trailers may be used until permanent sale facilities are built by Developer.

SECTION 12.10 **Marketing Improvements**. Developer shall be permitted to install the following improvements to be used for the marketing of homes on Symphony Bay at such locations as may be approved by the City:

- a. 10' by 30' sales signs at each of Bloomfield Road, Townline Road within Symphony Bay and an offsite location on Highway 120;
- b. Temporary guest parking areas for potential customers who may come to Symphony Bay; and
- c. Temporary promotional areas for sales events conducted by Developer within Symphony Bay.

SECTION 12.11 **New Elevations**. Developer may at any time introduce new elevations to be constructed within Symphony Bay, which may be approved administratively by _____ without the need for Developer to obtain any additional approvals.

SECTION 12.12 **Severability**. In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

SECTION 12.13 **City Not Partner**. The City does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with the Developer.

SECTION 12.14 **Captions**. This Agreement shall be construed without reference to titles of any sections or subsections hereof, which are inserted only for convenience.

SECTION 12.15 **Binding Agreement, Assignment**. This Agreement, and all of the terms, covenants, and conditions hereof and of the various instruments executed and delivered pursuant hereto, shall be binding upon and inure to the benefit of the parties and

their respective successors and assigns. The Developer shall be permitted to assign any and all of its rights hereunder; provided, however, the City shall be notified, in writing, of any such assignment within thirty (30) days before the effective date of such assignment, and such written notice shall include the name, address, and telephone number of the assignee; and, provided further, that such assignment shall not be effective unless and until the assignee satisfies the City that it may succeed to the surety bond as provided under this Agreement, in such manner and form acceptable to the City Attorney, or assignee provides a new surety bond acceptable to the City.

SECTION 12.16 **Governing Law.** This Agreement shall be construed under the laws of the State of Wisconsin.

SECTION 12.17 **Counterpart Execution.** This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY:

CITY OF LAKE GENEVA, a Wisconsin municipal corporation

By: _____
Jim Conners, Mayor

Attest: _____
Sabrina Waswo, City Clerk

APPROVAL OF COMMON COUNCIL

This Agreement was approved by the Common Council of the City of Lake Geneva by Resolution dated the [redacted] day of [redacted], 2015.

Property Owner:

Southland Farms, LLC, a Wisconsin limited liability company

By: _____
Brian C. Pollard
Its: Managing Member

Developer:

Taylor Morrison of Illinois, Inc. an Illinois corporation,

By: _____
Steve Atchison
Its: President

By: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION

All of Symphony Bay subdivision, being a redivision of all of vacated Southland Farms Subdivision, except Lots 74, 85, 231 and 232 and portions of Townline Road and Bloomfield Road dedicated to the public, located in the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 6 and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northwest 1/4 of Section 5 all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, State of Wisconsin.

Containing or 6,331,744 Square Feet or 145.357 acres, more or less.

EXHIBIT B

FINAL PLAT

See attached.

EXHIBIT C

PRECISE IMPLEMENTATION PLAN

EXHIBIT D
IMPROVEMENTS

EXHIBIT E

IMPACT FEES SCHEDULE

EXHIBIT F

MONOTONY CODE

MONOTONY CODE LOT RESTRICTIONS

SYMPHONY BAY DEVELOPMENT

Restriction:

- a) The following shall apply to all homes within the Symphony Bay Development

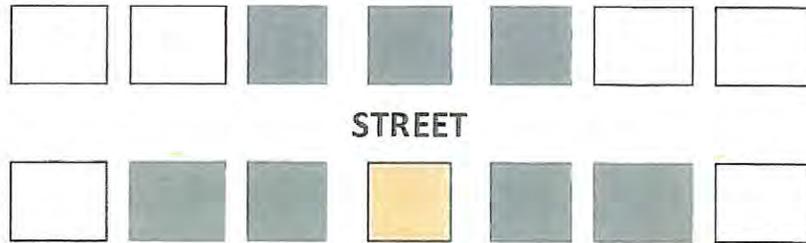
No house shall have the same Configuration that is within two (2) house on either side **or** on any of the three houses most directly across the street from the subject house. Additionally, the house directly behind a corner subject house is included in these criteria

No house shall have the same Color Package that is within two (2) house on either side **or** on any of the three houses most directly across the street from the subject house. Additionally, the house directly behind a corner subject house is included in these criteria

Definitions:

- a) Configuration – a combination of product type. Elevation, exterior fenestration (siding, stucco, brick or stone), and color package.
- b) Color Package – a combination of siding, stucco, brick, stone, trim/gutter, accent, and roof colors incorporated into the exterior color fenestration of a single home.

Monotony Restrictions



PIP
PHASE 1



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
2711 N. PORT WASHINGTON AVENUE
WILKESVILLE, WISCONSIN 53191
Phone: 414.941.6838 Fax: 414.951.4117
www.kapurengineers.com

PROJECT:

SYMPHONY BAY

LOCATION:

CITY OF LAKE GENEVA, WI

CLIENT:

RELEASE:

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION
01	2/28/08	ISSUE
02	4/15/08	ISSUE
03	5/15/08	ISSUE
04	6/15/08	ISSUE
05	7/15/08	ISSUE
06	8/15/08	ISSUE
07	9/15/08	ISSUE
08	10/15/08	ISSUE
09	11/15/08	ISSUE
10	12/15/08	ISSUE

NORTH ARROW:



SCALE: 1" = 150'

SEAL:

DATE: 1-22-2008

SHEET:

PHASING PLAN

PROJECT MANAGER:

PROJECT NUMBER: 10001

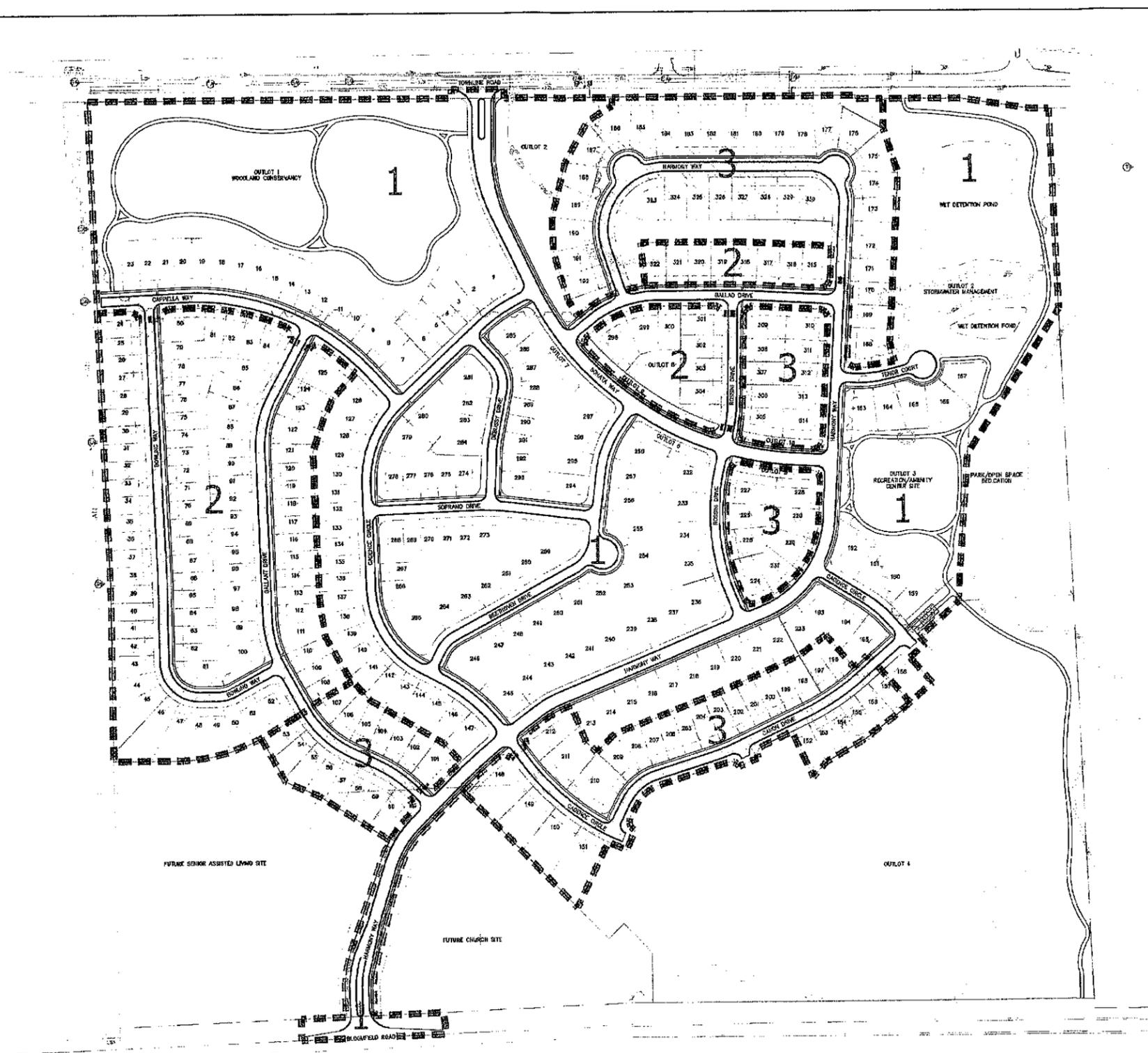
DATE: 1-22-2008

SHEET NUMBER:

PH-1

FILENAME: D:\Watershed_CAD\Lake_Geneva_City\PH\100001_Symphony_Bay\Design\100001_Phasings.dwg

- PHASE 1 - 135 LOTS
- PHASE 2 - 102 LOTS
- PHASE 3 - 93 LOTS



**FINAL
LANDSCAPE
PLAN**



CONCEPTUAL PARKWAY PLAN

SYMPHONY BAY

LAKE GENEVA, WISCONSIN

H:\Projects\2015\1501\1501_01_Symphony_Bay\1501_01_Symphony_Bay_Parkway_Plan.dwg 1/8/2015 10:53:10 AM



JANUARY 8, 2015

TRAFFIC STUDY

TRAFFIC IMPACT ANALYSIS FOR:

SYMPHONY BAY DEVELOPMENT
Townline Road/Bloomfield Road

CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

DATE SUBMITTED: November 16, 2015

PREPARED BY:

Traffic Analysis & Design, Inc.

N36 W7505 Buchanan Street

Lake Geneva, WI 53012

Phone: (800) 605-3091

Contact Persons: Don Lee, P.E.

(WisDOT TIA Certification # SE05-804-046)

John Bieberitz, P.E., PTOE

(WisDOT TIA Certification # SE05-804-044)

"I certify that this Traffic Impact Analysis has been prepared by me or under my immediate supervision and that I have experience and training in the field of traffic and transportation engineering."

Donald J. Lee, P.E.

Wisconsin Registration #35214-006

Traffic Analysis & Design, Inc.

**Symphony Bay Development
Traffic Impact Analysis
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LIST OF EXHIBITS

- Exhibit 1-1Project Location Map
- Exhibit 1-2Conceptual Site Plan
- Exhibit 1-3Year 2016 Recommended Improvements

- Exhibit 2-1Project Location Map
- Exhibit 2-2Conceptual Site Plan

- Exhibit 3-1Existing Transportation Detail
- Exhibit 3-2Existing Traffic Volumes

- Exhibit 4-1Symphony Bay Trip Generation and Distribution
- Exhibit 4-2Symphony Bay New Trips
- Exhibit 4-3Year 2016 Build Traffic Volumes
- Exhibit 4-4Year 2016 Build Traffic Operations – With Improvements
- Exhibit 4-5Year 2016 Build Traffic – Expected Maximum Queues

LIST OF APPENDICES

Appendix A...Traffic

Existing Turning Movement Counts

Appendix B...Peak Hour Analysis Outputs

Year 2016 Build (with development) Traffic

Year 2016 Build (with development) Traffic with Improvements

CHAPTER I – INTRODUCTION & EXECUTIVE SUMMARY

PART A – PURPOSE OF REPORT AND STUDY OBJECTIVES

The City of Lake Geneva has requested a Traffic Impact Analysis (TIA) to analyze the impacts of the planned senior residential Symphony Bay development located between Bloomfield Road and Townline Road, approximately ¼ mile east of State Trunk Highway (STH) 120 in the City of Lake Geneva, Walworth County, Wisconsin. Traffic Analysis & Design, Inc. has been retained to identify the existing traffic operating conditions, the Year 2016 Build (with development) traffic operating conditions and improvements necessary to provide safe and efficient traffic operations under full build conditions.

This report documents the procedures, findings and conclusions of the traffic impact analysis. The analysis investigates improvements based on existing intersection geometrics, background traffic volumes and additional traffic expected to be generated by the proposed development within the limits of the study area.

PART B – EXECUTIVE SUMMARY

The executive summary includes a description of the study area, description of the potential expansion plans and conclusions based on the findings of the supplemental TIA.

B1. Location of Study Site with Respect to Area Roadway Network

The proposed senior residential development is located between Bloomfield Road and Townline Road, approximately ¼ mile east of STH 120 in the City of Lake Geneva as shown in Exhibit 1-1. Exhibit 1-2 shows the proposed conceptual site plan for the Symphony Bay residential development. Access to the proposed development site is proposed as two new residential streets. The first, Sonata Way, is proposed as a full access street onto Townline Road and is proposed to be located approximately 1/3-mile east of STH 120. A second access, Harmony Drive, is proposed as a full access street onto Bloomfield Road and is proposed to be located approximately 1/4-mile east of STH 120. Finally, a potential future access to the west to provide cross access with future commercial uses along STH 120 is also considered on the conceptual site plan. Based on discussions with the City of Lake Geneva and as shown in Exhibit 1-1, the study area for the proposed residential development includes the following intersections:

- Townline Road & proposed Sonata Way (one-way stop control);
- Bloomfield Road & proposed Harmony Drive (one-way stop control).

B2. Development Description and Timing

The Symphony Bay residential development is proposed to include 374 senior single-family residential parcels and 58 side by side duplex units (on 29 parcels). In addition, the development plans to include a senior housing facility and a church on two of the southern parcels. The senior housing facility is expected to include a total of 100 units comprised of independent living, assisted living and memory care units. The church is expected to accommodate approximately 250 people. For purposes of this traffic study, full build out of the entire residential development is expected to be completed in 2016. The conceptual site plan for the proposed Symphony Bay development is shown in Exhibit 1-2.

B3. Year 2016 Build (With development) Traffic – Recommended Improvements

The study area intersections were analyzed based on the procedures set forth in the *2010 Highway Capacity Manual* (HCM). Intersection operation is defined by “level of service”. Level of Service (LOS) is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, represented by LOS ‘A’, to very poor, represented by LOS

'F'. For the purpose of this study, LOS D or better was used to define desirable peak hour operating conditions.

Year 2016 Build (with development) traffic volumes include the full build out of the Symphony Bay development. Based on the analysis completed as part of this study, the following improvements, as shown on Exhibit 1-3, are recommended to accommodate the Year 2016 Build (with development) traffic volumes.

Bloomfield Road & proposed Harmony Drive

- Construct residential street with one entrance lane and one exit lane;
- Provide stop sign control on north approach only.

Townline Road & proposed Sonata Way

- Construct residential street with one entrance lane and one exit lane;
- Provide stop sign control on south approach only.

It is noted that the construction of an eastbound bypass lane on Bloomfield Road and a westbound bypass lane on Townline Road were investigated at the two development access roadways and it was determined that a bypass lane was not needed from an operations (LOS) perspective since all movements are expected to operate at LOS B or better under the year 2016 Build conditions. In addition, based on by-pass guidelines utilized in other neighboring counties, since the daily volumes on the side road are not expected to exceed 2,500-vehicles per day, a bypass lane is not expected to be necessary at the two development access roadways.

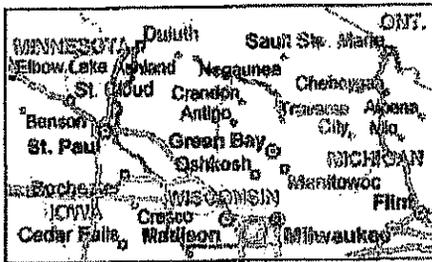
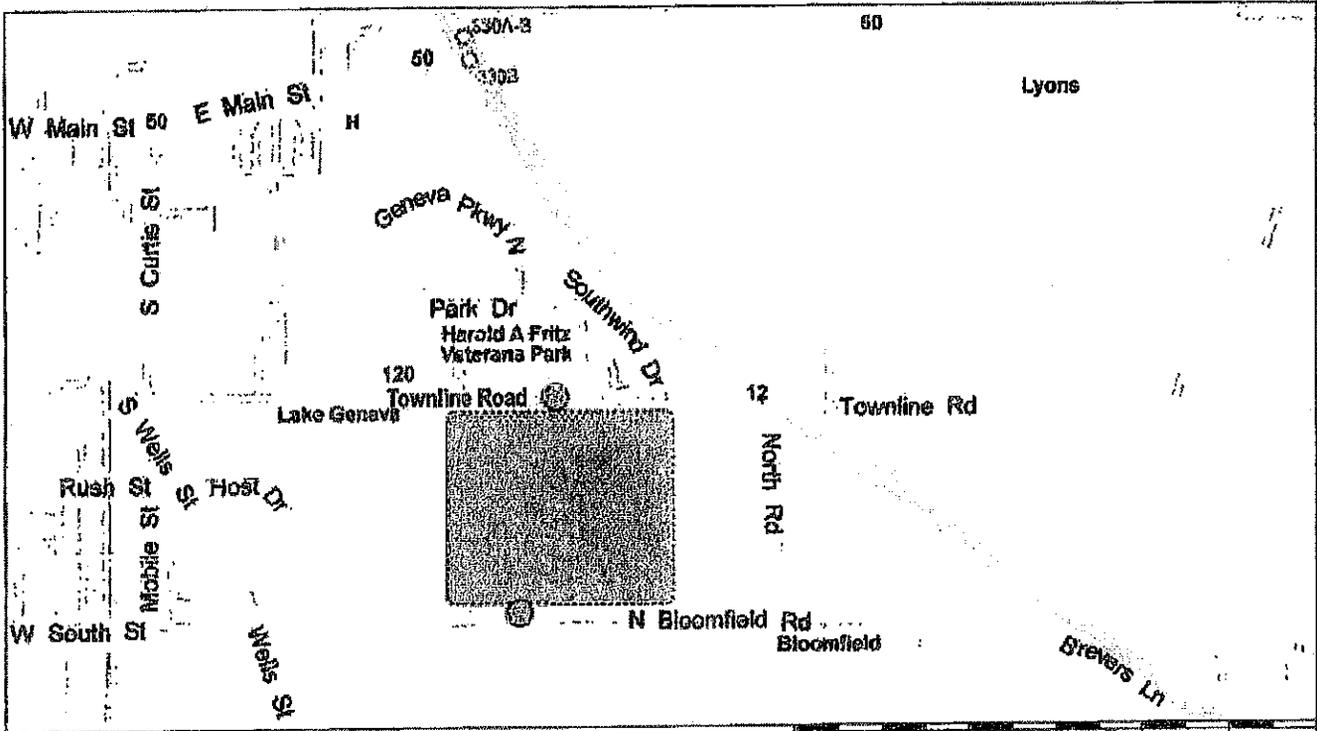
With the recommended improvements, all movements at the study area intersections are expected to operate at acceptable levels under the Year 2016 Build (with development) traffic conditions.

B4. Conclusion

All movements at the study area intersections are expected to operate safely and efficiently through the construction year 2016 with the recommended improvements under full build conditions.



Lake Geneva, Wisconsin



LEGEND

-  Study Area Intersection
-  Proposed Development

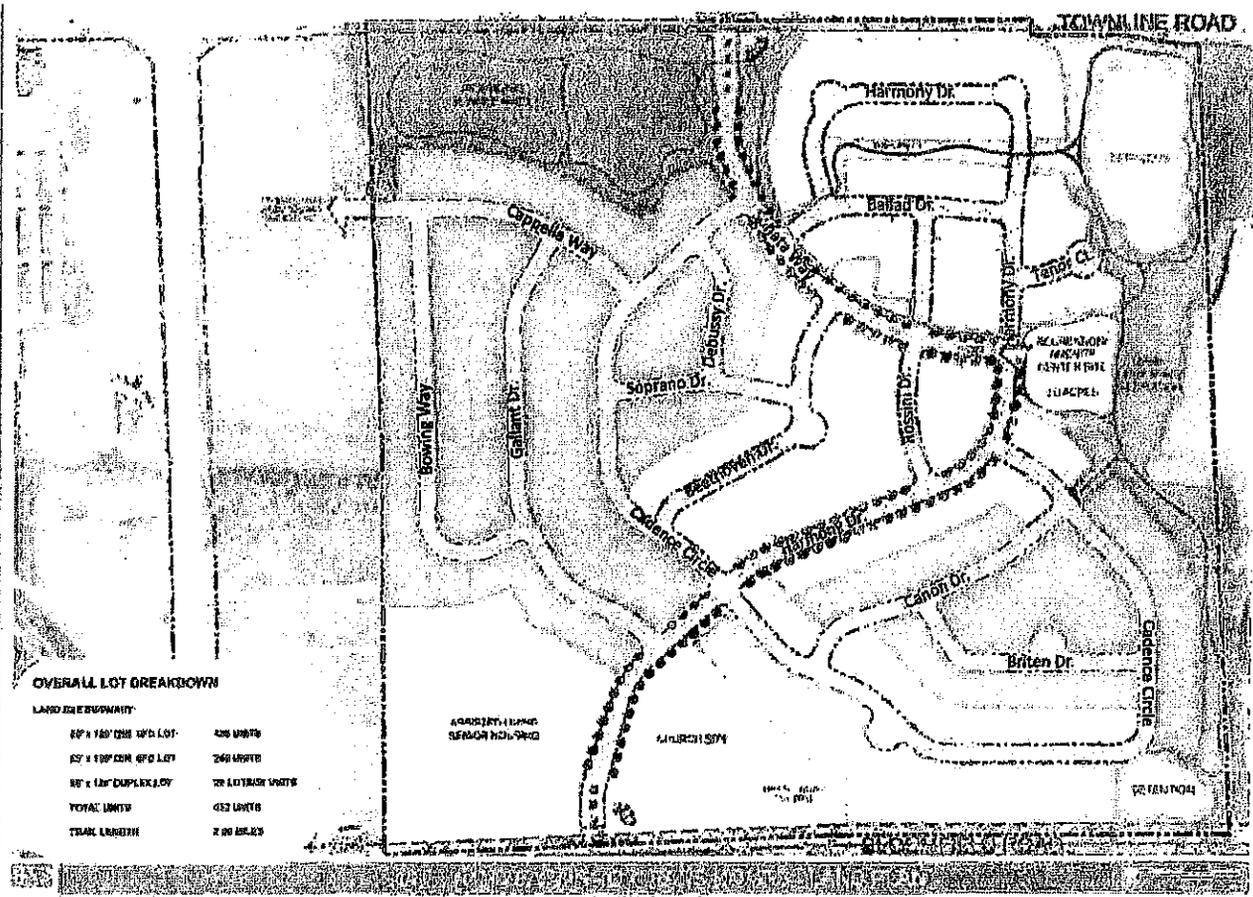
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EXHIBIT 1-1 PROJECT LOCATION MAP

SYMPHONY BAY RESIDENTIAL DEVELOPMENT LAKE GENEVA, WISCONSIN

Symphony Bay—Lake Geneva, WI



OVERALL LOT BREAKDOWN

LAND USE SUMMARY	
60' x 150' COR. 1/2 D. LOT	426 UNITS
60' x 150' COR. 3/4 D. LOT	246 UNITS
60' x 150' COMPLEX LOT	20 LUTHERAN UNITS
TOTAL UNITS	692 UNITS
TOTAL LENGTH	2.00 MILES



EXHIBIT 1-2
CONCEPTUAL SITE PLAN

SYMPHONY BAY RESIDENTIAL DEVELOPMENT
LAKE GENEVA, WISCONSIN

LEGEND

-  Stop Sign
-  Existing Lane Configuration
-  Proposed Lane Configuration
-  Proposed Roadway Connection
-  Divided Roadway



120
H

Townline Road

Bloomfield Road

Edwards Boulevard

Sonata Way

Harmony Drive



EXHIBIT 1-3
FULL BUILD RECOMMENDED IMPROVEMENTS
SYMPHONY BAY RESIDENTIAL DEVELOPMENT
LAKE GENEVA, WISCONSIN

CHAPTER II – PROPOSED DEVELOPMENT

PART A – PROPOSED DEVELOPMENT

The proposed senior residential development is located between Bloomfield Road and Townline Road, approximately ¼ mile east of STH 120 in the City of Lake Geneva as shown in Exhibit 2-1. The development site currently consists of farm fields, open fields and wooded areas as well as a vacant farmstead. The site is bordered by sports fields and residential neighborhoods to the north and farm fields to the east, west and south.

The planned development includes the construction of 374 senior single-family residential parcels and 58 side by side duplex units (on 29 parcels). In addition, the development plans to include a senior housing facility and a church on two of the southern parcels. The senior housing facility is expected to include a total of 100 units comprised of independent living, assisted living and memory care units. The church is expected to accommodate approximately 250 people. For purposes of this traffic study, full build out of the entire residential development is expected to be completed in 2016. Exhibit 2-2 shows the proposed conceptual site plan for the Symphony Bay residential development.

Full build out of the entire residential development is expected to be completed in 2016.

PART B – STUDY AREA

Based on discussions with the City of Lake Geneva and as shown in Exhibit 2-1, the study area for the proposed residential development includes the following intersections:

- Townline Road & proposed Sonata Way (one-way stop control);
- Bloomfield Road & proposed Harmony Drive (one-way stop control).

PART C – SITE ACCESSIBILITY

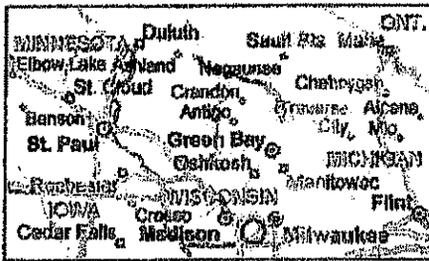
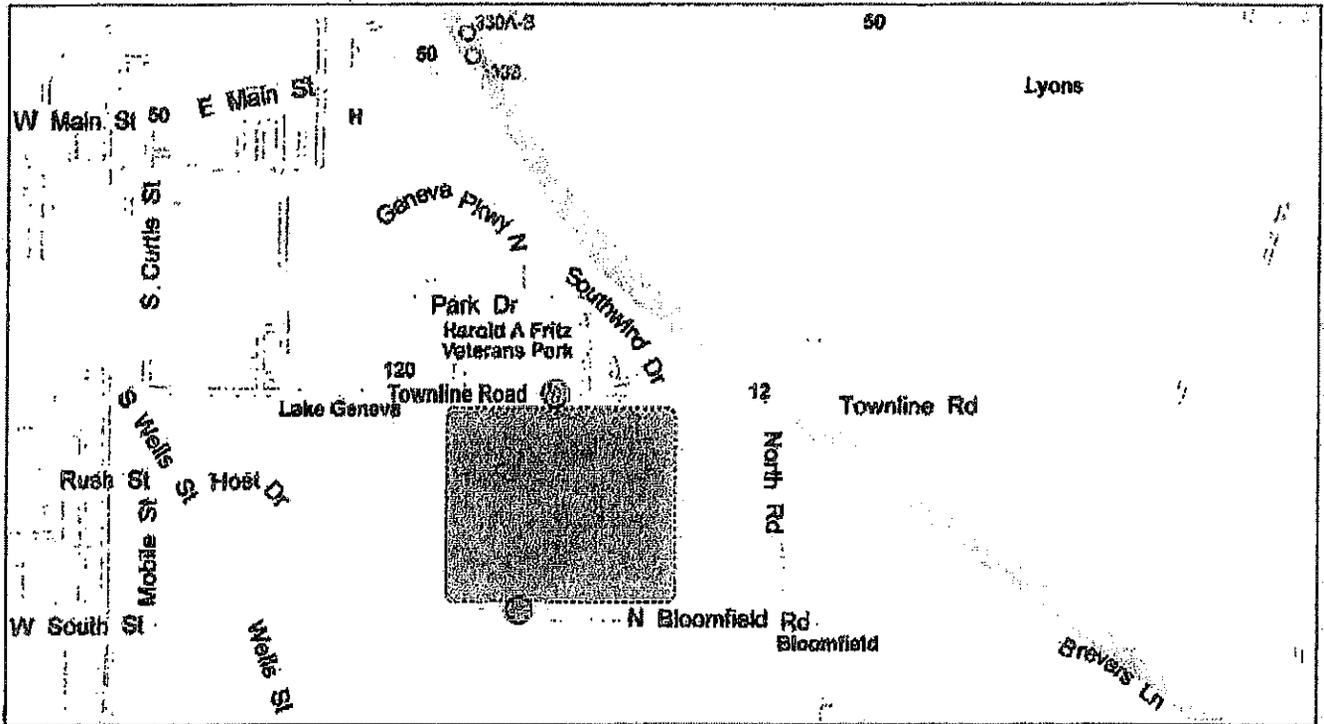
The study area roadways are discussed below:

Bloomfield Road is a two-lane undivided east/west rural roadway with a posted speed limit of 35 miles per-hour (mph) east of STH 120. According to the WisDOT, the Year 2009 annual average daily traffic (AADT) volumes on Bloomfield Road were 1,400-vpd east of STH 120. Sidewalks don't currently exist along Bloomfield Road within the limits of the proposed development; however, sidewalks do exist on the south side of Bloomfield Road, west of STH 120.

Townline Road is a two-lane undivided east/west rural roadway with a posted speed limit of 35-mph east of STH 120. Currently there is no AADT volumes collected on Townline Road within the limits of the proposed development. Sidewalks are present along the north side of Townline Road from west of STH 120 through South Wind Drive.

Access to the proposed development site is proposed as two new residential streets. The first, Sonata Way, is proposed as a full access street onto Townline Road and is proposed to be located approximately 1/3-mile east of STH 120. A second access, Harmony Drive, is proposed as a full access street onto Bloomfield Road and is proposed to be located approximately 1/4-mile east of STH 120. Finally, a potential future access to the west to provide cross access with future commercial uses along STH 120 is also considered on the conceptual site plan in Exhibit 2-2.

Lake Geneva, Wisconsin



LEGEND

- ⊙ Study Area Intersection
- ▨ Proposed Development

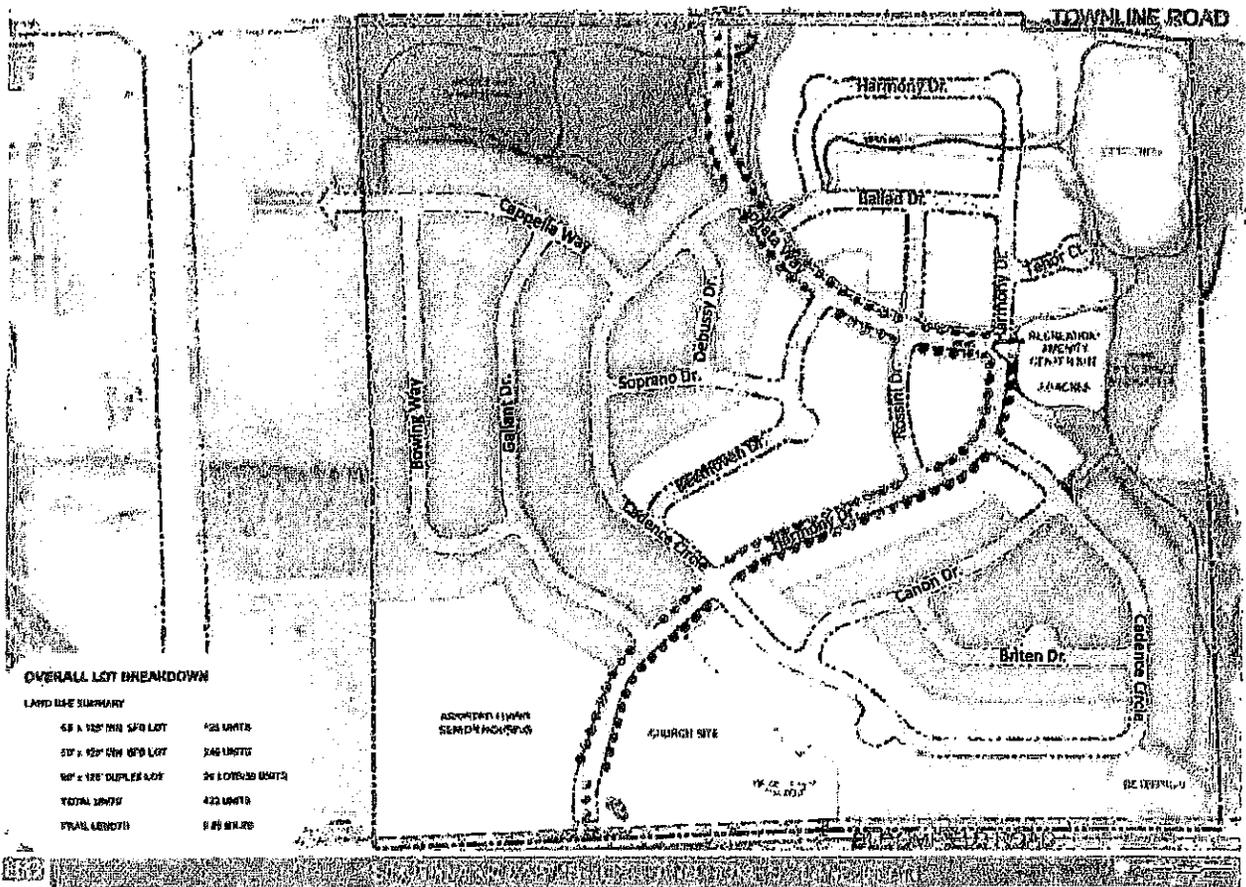
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EXHIBIT 2-1 PROJECT LOCATION MAP

**SYMPHONY BAY RESIDENTIAL DEVELOPMENT
LAKE GENEVA, WISCONSIN**

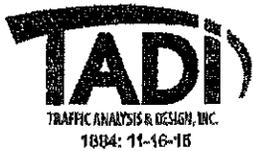
Symphony Bay—Lake Geneva, WI



OVERALL LOT BREAKDOWN

LAND USE SUMMARY

48 x 120' MID. SPD LOT	128 UNITS
50' x 120' GEN. SPD LOT	248 UNITS
60' x 120' DUPLEX LOT	24 1-2 STORY UNITS
TOTAL UNITS	422 UNITS
TOTAL ACRES	6.25 ACRES



**EXHIBIT 2-2
CONCEPTUAL SITE PLAN**

**SYMPHONY BAY RESIDENTIAL DEVELOPMENT
LAKE GENEVA, WISCONSIN**

CHAPTER III – EXISTING CONDITIONS

PART A – PHYSICAL CHARACTERISTICS

Exhibit 3-1 shows the existing transportation detail for the study area intersections. More specifically, the exhibit illustrates intersection lane configurations, intersection traffic controls, posted speed limits, and approximate intersection spacing.

PART B – TRAFFIC VOLUMES

Existing Traffic Volumes

Weekday morning peak period (6:00 to 9:00 am) and weekday evening peak hour (3:00 to 6:00 pm) turning movement counts were conducted on a typical weekday in early November of 2015 at the Edwards Boulevard (STH 120) intersections with Bloomfield Road and Townline Road. Based on the turning movement counts, the weekday morning and weekday evening peak hours were identified as being 7:00 to 8:00 am and 3:30 to 4:30 pm; respectively. The existing traffic volumes at the two study area intersections are shown in Exhibit 3-2. The traffic counts used to determine peak hour factors and truck percentages have been included in the Appendix of this study.

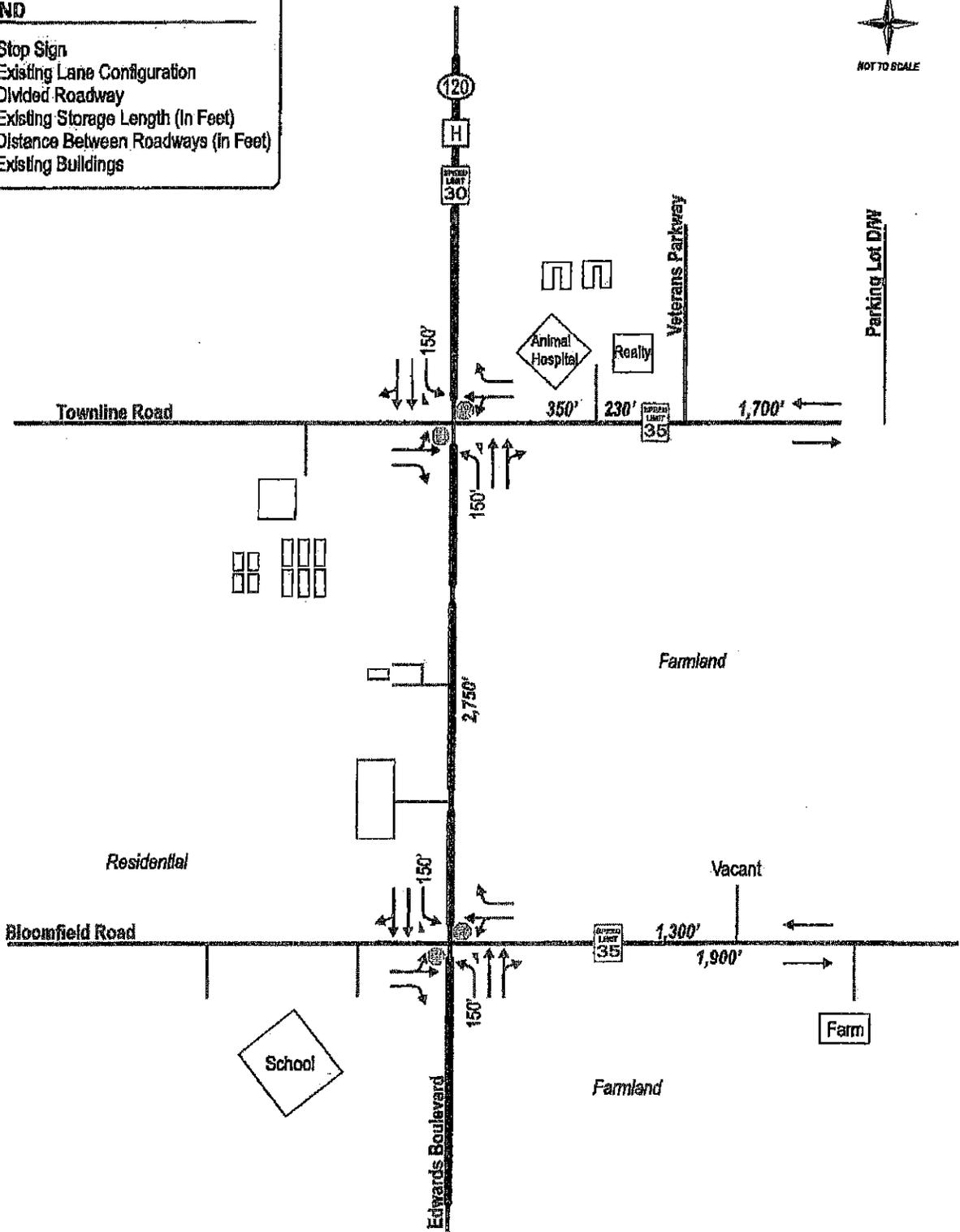
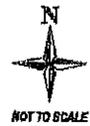
PART C – SOURCES OF DATA

The following sources of data were obtained for use in conducting this traffic study:

- Turning movement traffic counts – Traffic Analysis & Design, Inc.;
- Proposed Site Plan – FairWyn, via City of Lake Geneva;
- Existing transportation details – Traffic Analysis & Design, Inc. and Google™ Earth.

LEGEND

-  Stop Sign
-  Existing Lane Configuration
-  Divided Roadway
-  Existing Storage Length (In Feet)
-  Distance Between Roadways (In Feet)
-  Existing Buildings



**EXHIBIT 3-1
EXISTING TRANSPORTATION DETAIL**

**SYMPHONY BAY RESIDENTIAL DEVELOPMENT
LAKE GENEVA, WISCONSIN**

LEGEND

- XX AM Peak Hour Volumes (7:00-8:00 AM)
- (XX) PM Peak Hour Volumes (3:30-4:30PM)
- Negligible Traffic Volumes (Fewer than 3 vph)
- Proposed Driveway
- XXXXX 2012 Annual Average Daily Traffic (AADT)
- * 2009 Annual Average Daily Traffic (AADT)
- ** 2015 ADT (based on turning movement counts done as part of this study)

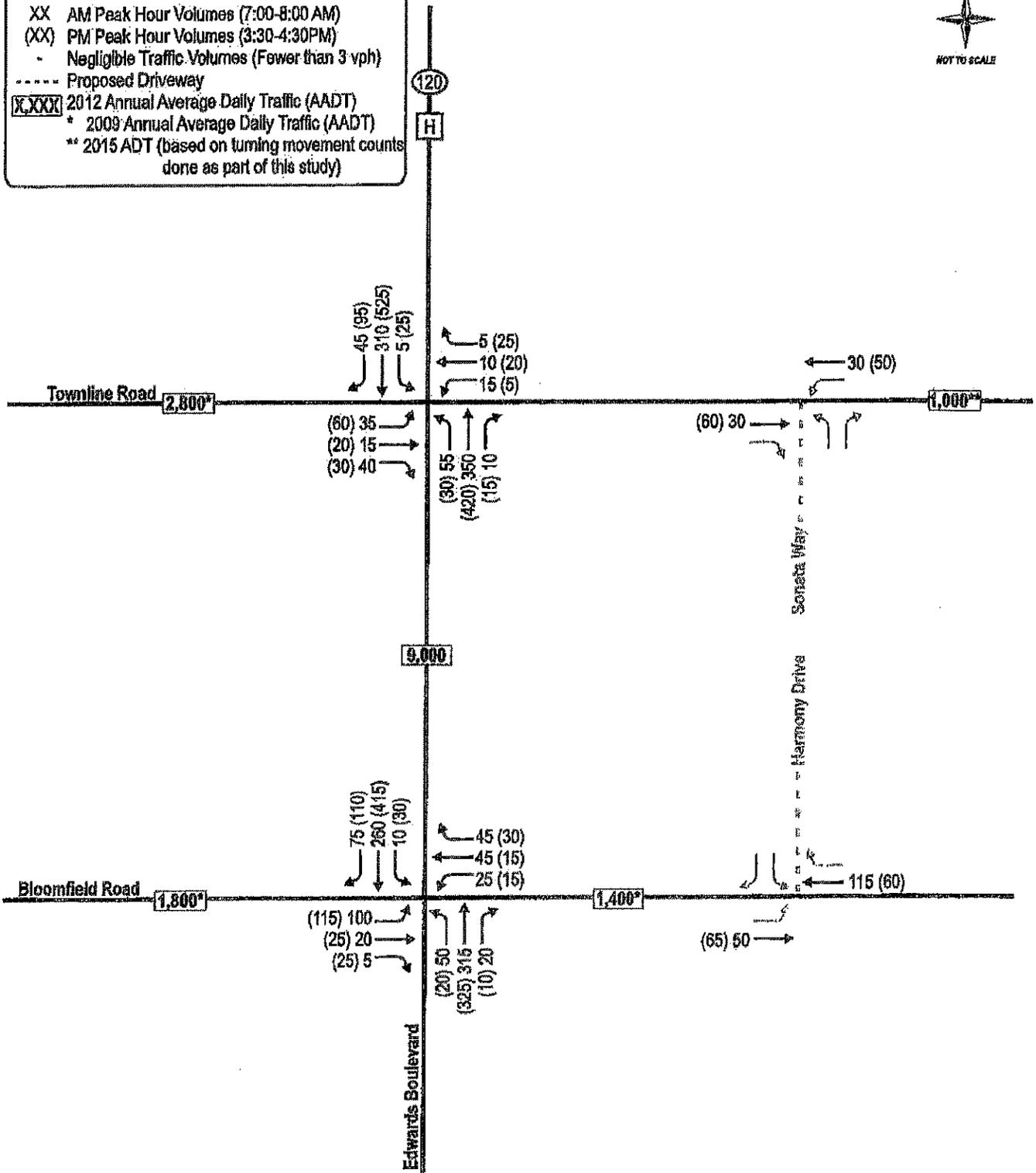


EXHIBIT 3-2
YEAR 2015 EXISTING TRAFFIC VOLUMES
SYMPHONY BAY RESIDENTIAL DEVELOPMENT
LAKE GENEVA, WISCONSIN

CHAPTER IV – DEVELOPMENT TRAFFIC

PART A – PROPOSED SITE TRAFFIC FORECASTING

To address any proposed future traffic impacts along the study area roadways and at the intersections adjacent to the development, it is necessary to identify the hourly and daily volume of traffic generated by the proposed developments within the study area. The traffic volumes expected to be generated by the proposed development are based on the size and type of the proposed uses, and on trip rates as published in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 9th Edition, 2012*.

A1. Trip Generation

The expected trip generation for the Symphony Bay residential development is shown in Exhibit 4-1. As shown in Exhibit 4-1, the proposed development is expected to generate 225 new trips (85 entering/140 exiting) during a typical weekday morning peak hour and another 255 new trips (150 entering/105 exiting) during a typical weekday evening peak hour. On a typical weekday, the proposed development is expected to generate approximately 1,980 new trips (990 entering/990 exiting) under full build conditions.

A2. Trip Distribution

The trip distribution for the proposed residential development was determined based on existing traffic patterns within the study area, the type of proposed land uses, and anticipated growth areas located outside the study area. The expected trip distribution for the proposed residential development is shown in table format in Exhibit 4-1 and summarized as follows:

- 45-percent to/from the north on Edwards Boulevard;
- 25-percent to/from the south on Edwards Boulevard;
- 5-percent to/from the east on Townline Road;
- 10-percent to/from the west on Townline Road;
- 5-percent to/from the east on Bloomfield Road; and
- 10-percent to/from the west on Bloomfield Road.

A3. Trip Assignment

The peak hour new trips expected to be generated by the full build-out of the proposed Symphony Bay development were assigned to the study area roadways based on the above trip distribution and are shown on Exhibit 4-2.

PART B – BUILD (WITH DEVELOPMENT) TRAFFIC

The proposed Symphony Bay build traffic volumes assume the full build out of the site. The Year 2016 Build (with development) traffic was determined by adding the existing traffic volumes (Exhibit 3-2) to the Symphony Bay new trips (Exhibit 4-2). The Year 2016 Build (with development) traffic volumes are shown in Exhibit 4-3.

PART C – DEVELOPMENT LEVEL OF SERVICE

All movements at the study area intersections are anticipated to operate at LOS B or better conditions (LOS A along the mainline roadways of Bloomfield Road and Townline Road) under the Year 2016 Build (with development) traffic conditions with the following improvements at the study area intersections.

Bloomfield Road & proposed Harmony Drive

- Construct residential street with one entrance lane and one exit lane;
- Provide stop sign control on north approach only.

Townline Road & proposed Sonata Way

- Construct residential street with one entrance lane and one exit lane;
- Provide stop sign control on south approach only.

As shown in Exhibit 4-4, all movements at the study area intersections are anticipated to operate at LOS B or better conditions under the Year 2016 Build (with development) traffic conditions with the recommended improvements.

PART D – QUEUEING ANALYSIS

To estimate storage length requirements for turn bays at the study area intersections with improvements, a queuing analysis has been conducted. The Year 2016 Build (with development) Traffic expected maximum queue lengths are shown on Exhibit 4-5. Note that the 95th percentile probable queue lengths are typically used for the design of turn bay storage at stop sign controlled intersections. However, since the queue lengths at the study area intersections are expected to be minimal, no turn lanes are recommended as part of the development.

**Exhibit 4-1
On-Site Trip Generation Table**

Land Use	ITE Code	Proposed Size	Weekday Daily	AM Peak			PM Peak		
				In	Out	Total	In	Out	Total
Senior Adult Housing - Detached (Single Family House)	261	374 Units	1,380 (3.68)	60 (35%)	115 (65%)	175 (0.47)	120 (61%)	80 (39%)	200 (0.53)
Senior Adult Housing - Detached (Town house)	251	58 Units	210 (3.68)	10 (35%)	15 (65%)	25 (0.47)	20 (61%)	10 (39%)	30 (0.53)
Continuing Care Retirement Community	255	100 Units	240 (2.40)	10 (65%)	5 (35%)	15 (0.14)	5 (39%)	10 (61%)	15 (0.16)
Church	560	17,000 x 1,000 SF	150 (9.11)	5 (62%)	5 (38%)	10 (0.56)	5 (48%)	5 (52%)	10 (0.55)
Total New Trips			1,980	85	140	225	150	105	255

Notes: The new church will accommodate 250 seats; however, no peak hour trip rates are given in ITE based on number of seats. Therefore, since the daily trips for a 17,000-sf church equates to the same trips as a 250 seat church, the hours peak rates for the 17,000-sf church were used to determine the daily peak hour new trips.

TRIP DISTRIBUTION (New Trips)

North on Edwards Blvd	45%	890	40	85	70	50
South on Edwards Blvd	25%	500	15	35	40	25
East on Townline Road	5%	95	5	5	5	5
West on Townline Road	10%	200	10	15	15	10
East on Bloomfield Road	5%	95	5	5	5	5
West on Bloomfield Road	10%	200	10	15	15	10
	100%	1980	85	140	150	105

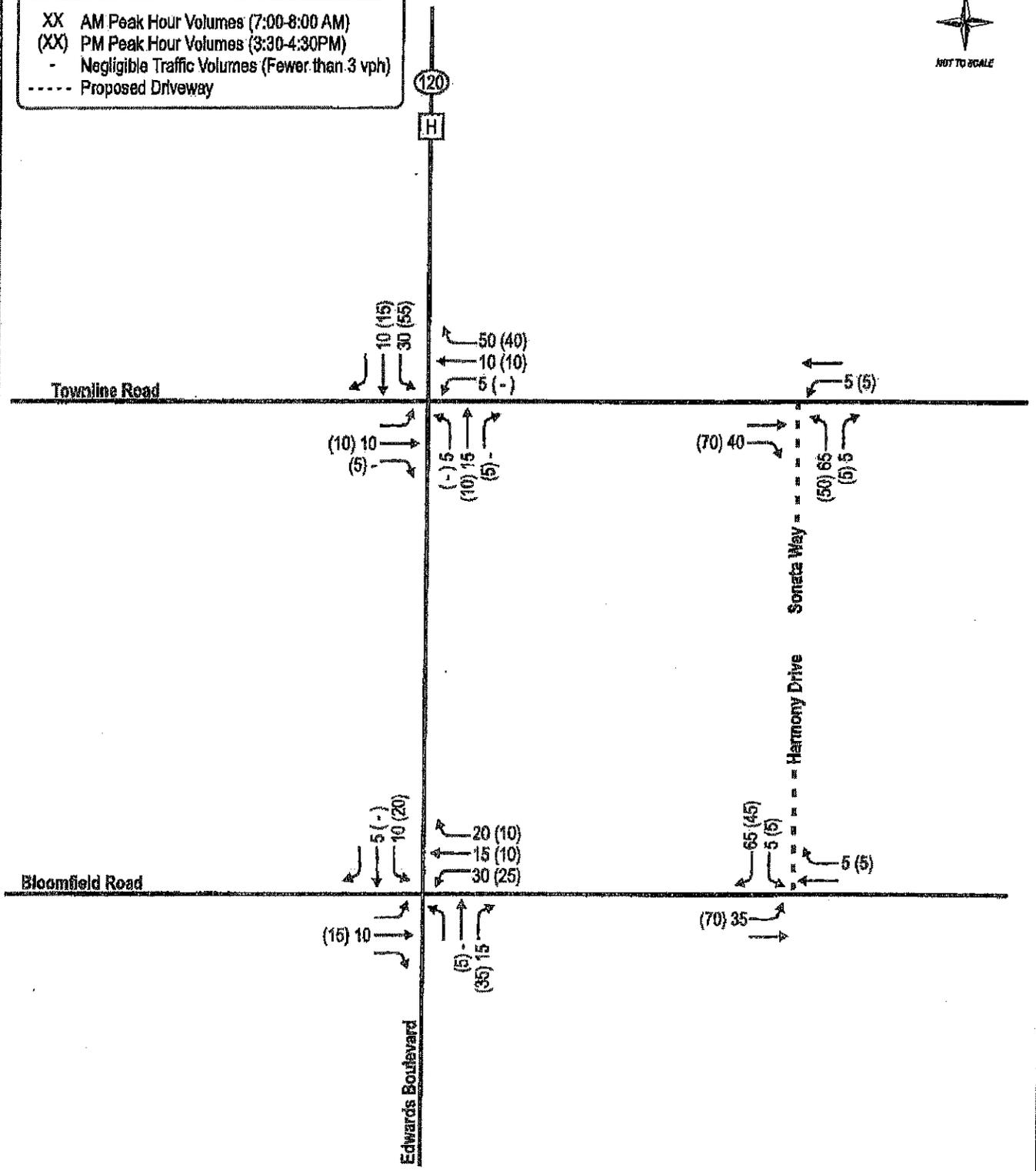


**EXHIBIT 4-1
ON-SITE TRIP GENERATION TABLE**

**SYMPHONY BAY RESIDENTIAL DEVELOPMENT
LAKE GENEVA, WISCONSIN**

LEGEND

- XX AM Peak Hour Volumes (7:00-8:00 AM)
- (XX) PM Peak Hour Volumes (3:30-4:30PM)
- Negligible Traffic Volumes (Fewer than 3 vph)
- Proposed Driveway



**EXHIBIT 4-2
DEVELOPMENT NEW TRIPS**

**SYMPHONY BAY RESIDENTIAL DEVELOPMENT
LAKE GENEVA, WISCONSIN**

LEGEND

- XX AM Peak Hour Volumes (7:00-8:00 AM)
- (XX) PM Peak Hour Volumes (3:30-4:30PM)
- Negligible Traffic Volumes (Fewer than 3 vph)
- Proposed Driveway

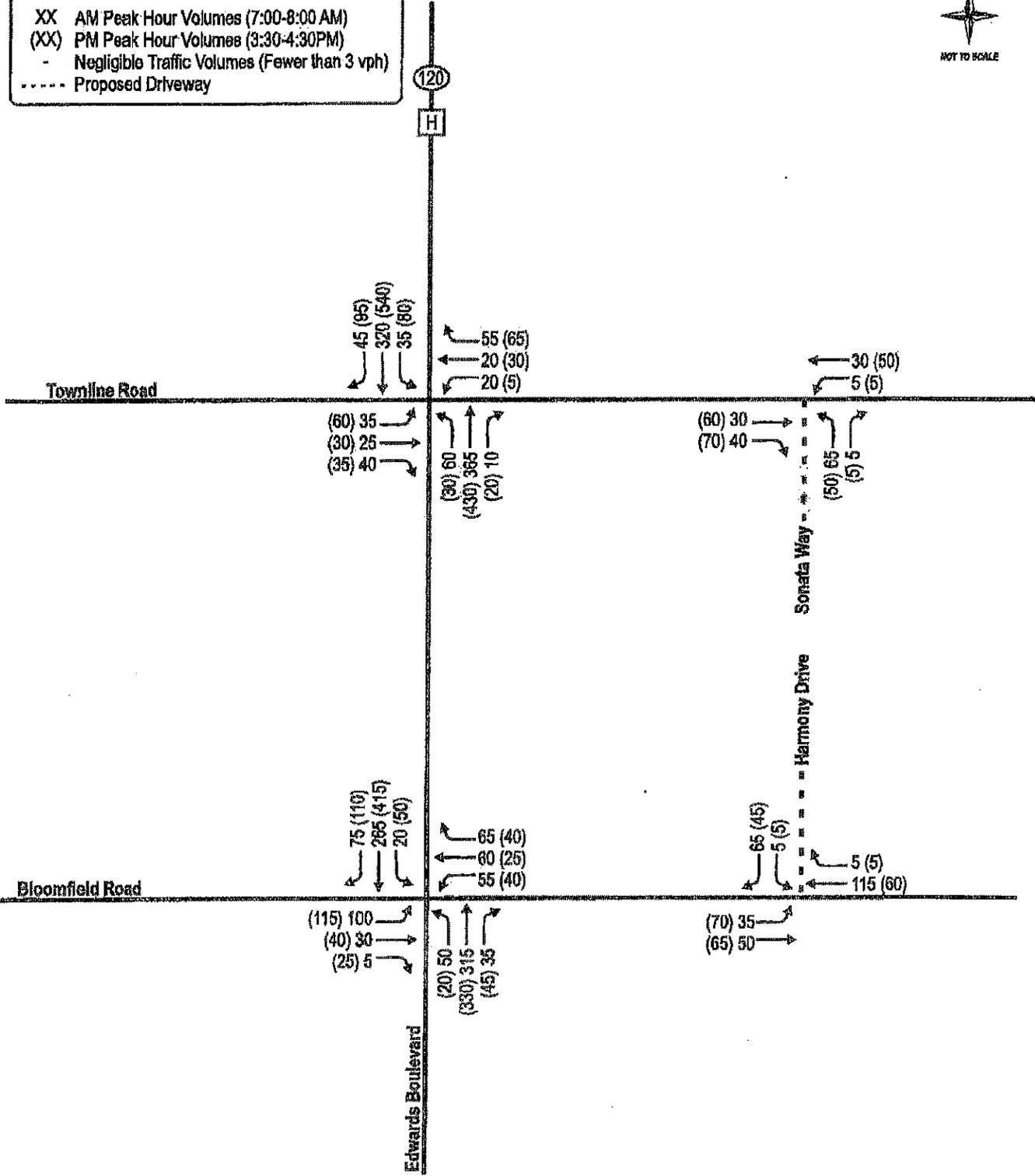


EXHIBIT 4-3
YEAR 2016 FULL BUILD TRAFFIC VOLUMES
SYMPHONY BAY RESIDENTIAL DEVELOPMENT
LAKE GENEVA, WISCONSIN

Exhibit 4-4
 Year 2016 Build Traffic Peak Hour Operating Conditions
 Recommended Geometrics and Traffic Control

Intersection	Traffic Control	Peak Hour	Level of Service per Movement by Approach											
			Eastbound			Westbound			Northbound			Southbound		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Bloomfield Road & Proposed Harmony Drive	One-Way	AM	A	A	-	-	A	A	-	-	-	B	-	B
	Stop Sign	PM	A	A	-	-	A	A	-	-	-	B	-	B
Townline Road & Proposed Sonata Way	One-Way	AM	-	A	A	A	A	-	B	-	B	-	-	-
	Stop Sign	PM	-	A	A	A	A	-	B	-	B	-	-	-

Notes: (-) indicates a movement that is not possible or is prohibited.



EXHIBIT 4-4
 PEAK HOUR OPERATING CONDITIONS
 YEAR 2016 FULL BUILD TRAFFIC WITH IMPROVEMENTS
 SYMPHONY BAY RESIDENTIAL DEVELOPMENT
 LAKE GENEVA, WISCONSIN

LEGEND

- Stop Sign
- Existing Lane Configuration
- Proposed Lane Configuration
- Proposed Driveway
- XX' AM Peak Hour Queue (in Feet)
- (XX') PM Peak Hour Queue (in Feet)



120

H

Townline Road

Bloomfield Road

Edwards Boulevard

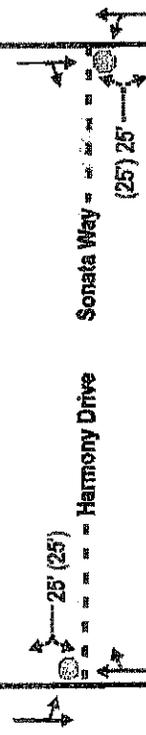


EXHIBIT 4-5

MAXIMUM EXPECTED QUEUE LENGTHS
YEAR 2016 FULL BUILD TRAFFIC WITH IMPROVEMENTS
SYMPHONY BAY RESIDENTIAL DEVELOPMENT

LAKE GENEVA, WISCONSIN



CHAPTER V – RECOMMENDATIONS AND CONCLUSION

PART A – RECOMMENDATIONS

A1. Existing Traffic – Recommended Improvements

The study area intersections were analyzed based on the procedures set forth in the *2010 Highway Capacity Manual (HCM)*. Intersection operation is defined by “level of service”. Level of Service (LOS) is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, represented by LOS ‘A’, to very poor, represented by LOS ‘F’. For the purpose of this study, LOS D or better was used to define desirable peak hour operating conditions.

A2. Year 2016 Build (With development) Traffic – Recommended Improvements

Year 2016 Build (with development) traffic volumes include the full build out of the Symphony Bay development. Based on the analysis completed as part of this study, the following improvements are recommended to accommodate the Year 2016 Build (with development) traffic volumes.

Bloomfield Road & proposed Harmony Drive

- Construct residential street with one entrance lane and one exit lane;
- Provide stop sign control on north approach only.

Townline Road & proposed Sonata Way

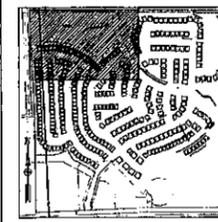
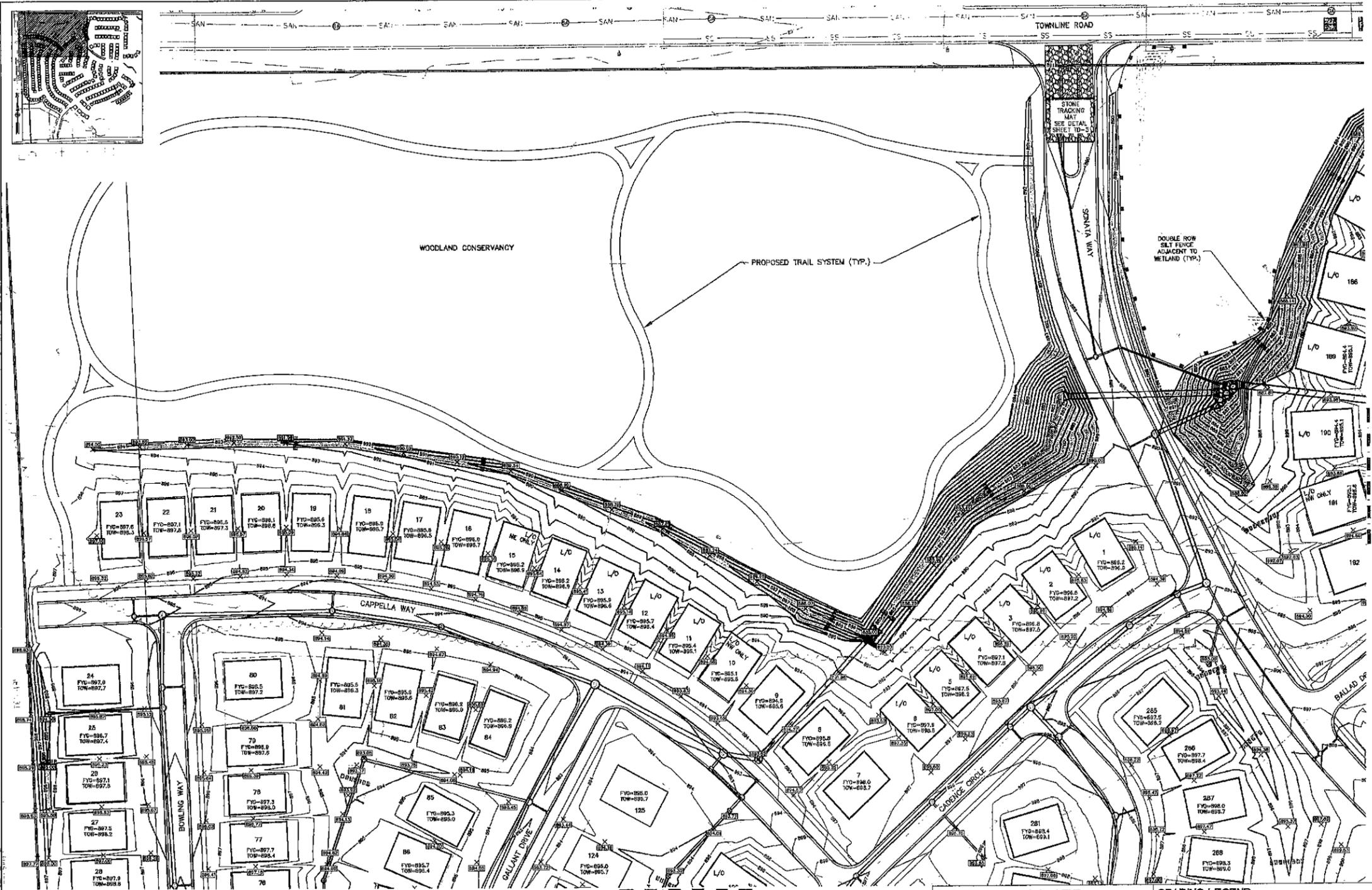
- Construct residential street with one entrance lane and one exit lane;
- Provide stop sign control on south approach only.

It is noted that the construction of an eastbound bypass lane on Bloomfield Road and a westbound bypass lane on Townline Road were investigated at the two development access roadways and it was determined that a bypass lane was not needed from an operations (LOS) perspective since all movements are expected to operate at LOS B or better under the year 2016 Build conditions. In addition, based on by-pass guidelines utilized in other neighboring counties, since the daily volumes on the side road are not expected to exceed 2,500-vehicles per day, a bypass lane is not expected to be necessary at the two development access roadways.

PART B – CONCLUSION

All movements at the study area intersections are expected to operate safely and efficiently through the construction year 2016 with the recommended improvements under full build conditions.

**FINAL
ENGINEERING**



KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 7711 N. FORT WASHINGTON ROAD
 MILWAUKEE, WISCONSIN 53217
 Phone: 414.351.9288 Fax: 414.351.4117
 www.kapurengineers.com

PROJECT:
SYMPHONY BAY

LOCATION:
 CITY OF LAKE
 GENEVA, WI

CLIENT:

RELEASE:
 PRELIMINARY NOT
 FOR
 CONSTRUCTION

REVISIONS

#	DATE	DESCRIPTION



SCALE: 1" = 50'

SEAL:

SHEET:
**GRADING AND
 EROSION CONTROL
 PLAN**

PROJECT MANAGER:
 PROJECT NUMBER: 19221
 DATE: 12.28.12

SHEET NUMBER:
GP-1

FILENAME: D:\Inch\Dr\Lake Geneva_City\19221_Symphony Bay\Design\19221_GP_SHEETS.dwg

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INSPECT ALL EROSION CONTROL MEASURES PRIOR TO COMMENCED GRADING. CHANGING OR OTHER LAND DISTURBING ACTIVITIES. EROSION CONTROL MEASURES MUST BE MAINTAINED UNTIL THE AREA IS RESTORED TO ORIGINAL OR BETTER CONDITION. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. AT ABSOLUTELY NO TIME MAY CONSTRUCTION EQUIPMENT OPERATE FULL ETC. BE PLACED WITHIN WETLANDS, WATERWAYS OR FLOOD PLAINS UNLESS SPECIFIED IN THE PLANS.

1. SEE EROSION CONTROL LEGEND FOR EROSION CONTROL MEASURES.
2. SEE GRADING LEGEND FOR GRADING MEASURES.
3. SEE DETAIL SHEET TO-4 FOR EROSION CONTROL MEASURES.
4. SEE DETAIL SHEET TO-5 FOR EROSION CONTROL MEASURES.
5. SEE DETAIL SHEET TO-6 FOR EROSION CONTROL MEASURES.
6. SEE DETAIL SHEET TO-7 FOR EROSION CONTROL MEASURES.
7. SEE DETAIL SHEET TO-8 FOR EROSION CONTROL MEASURES.
8. SEE DETAIL SHEET TO-9 FOR EROSION CONTROL MEASURES.
9. SEE DETAIL SHEET TO-10 FOR EROSION CONTROL MEASURES.

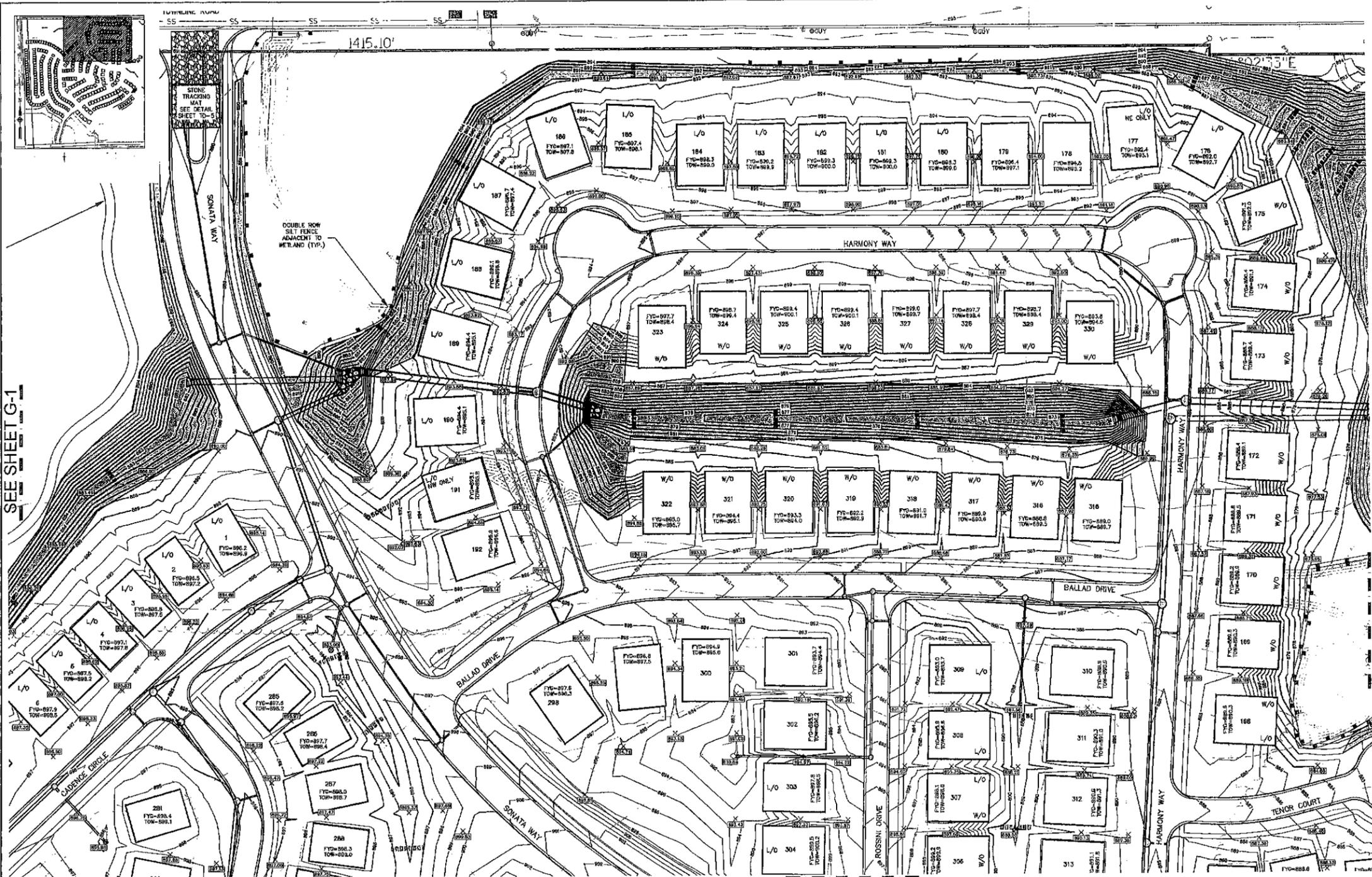
SEE SHEET G-4

EROSION CONTROL LEGEND

	CLASS I, TYPE B EROSION MATTING SEE DETAIL SHEET TO-4
	PYRAMAT OR EQUIVALENT CLASS II, TYPE D MATTING W/ 4" MIN. TOPSOIL, SEED AND CLASS I, TYPE B EROSION MATTING
	MEDIUM CITY RIPRAP SEE DETAIL SHEET TO-5
	SILT SOCK DITCH CHECK, SEE DETAIL SHEET TO-4
	SILT FENCE, SEE DETAIL SHEET TO-5

GRADING LEGEND

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	LOT CERT. ELEVATION
	PROPOSED FINISHED GRADE/ MIN. TOP OF FOUNDATION WALL
	LOOKOUT WALKOUT



SEE SHEET G-1

SEE SHEET G-3

SEE SHEET G-5

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 www.DiggersHotline.com

RESPECT ALL EROSION CONTROL MEASURES PRIOR TO COMMENCING GRADING. GRADING OR OTHER LAND DISTURBING ACTIVITIES. EROSION CONTROL MEASURES MUST BE INSTALLED NEARLY AND WITHIN 24 HOURS OF EXISTING PRECIPITATION EVENT OF 0.50 INCH OR GREATER. IN ADDITION THE CONTRACTOR SHALL CONDUCT DAILY INSPECTIONS AND DOCUMENT CONDITIONS AND REPAIRS. ALONG WITH DATE, TIME OF INSPECTION AND WEATHER CONDITIONS IN A DAILY LOG BOOK. THE DAILY LOG BOOK, MEETS 7.2 AND MUST BE SUBMITTED TO THE CITY ENGINEER AND WRITER PERMIT SHALL BE KEPT IN AN ACCESSIBLE LOCATION FOR A MINIMUM OF 90 DAYS AFTER THE WORK IS COMPLETED.

1. ALL RECOMMENDED GRADERS ARE TO FINISH TO GRADE.
2. FINISHED FLOOR ELEVATION: FFC + 1 FT. 0 IN. - 1.00 IN.
3. TOP OF FOUNDATION WALL ELEVATION: FFW + 2 FT. 0 IN. - 2.00 IN.
4. GRADERS ARE SUBJECT TO CHANGE DEPENDING ON THE LOCATION OF HOUSE AND JOB CONSIDER UPON ENGINEER'S APPROVAL.
5. SOIL EROSION CONTROL SHALL BE CONSTRUCTED AT THE TIME OF GROUND PLACEMENT.
6. ALL EXISTING SITE FIRM BOUNDARY LINES WHICH ARE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED, REPAIRED AND/OR CORRECTED TO THE PROPOSED SYSTEM OVER SYSTEMS. THE CONTRACTOR SHALL MAINTAIN DOCUMENT THE LOCATION AND REPAIR OF ALL EXISTING BOUNDARY LINES.
7. ALL EXISTING BOUNDARY LINES SHOULD BE LEFT LOWER THAN FINISHED GRADE AT THE CONSTRUCTION DISCRETION TO ALLOW FOR BOUNDARY LINES TO BE REPAIRED AFTER CONSTRUCTION.
8. ALL PROPOSED STORM CATCH BASINS TO BE PROTECTED PER DETAIL.

EROSION CONTROL LEGEND

	CLASS I, TYPE B EROSION MATTING SEE DETAIL SHEET TD-4
	PYRAMID OR EQUIVALENT CLASS II, TYPE D MATTING W/ 4' X 4' SILT, TURF, SEED AND CLASS I, TYPE B EROSION MATTING
	MEDIUM DUTY RIPRAP SEE DETAIL SHEET TD-5
	SILT SOCK DITCH CHECK, SEE DETAIL SHEET TD-4
	SILT FENCE, SEE DETAIL SHEET TD-5

GRADING LEGEND

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	LOT CONT. ELEVATION
	PROPOSED FINISHED GRADE/ MIN. TOP OF FOUNDATION WALL
	LOOKOUT WALKOUT

KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 1711 N. PORT WASHINGTON ROAD
 WEAVER, WISCONSIN 53171
 Phone: 414.581.8188 Fax: 414.581.4117
 www.kapurengineers.com

PROJECT:
SYMPHONY BAY

LOCATION:
 CITY OF LAKE
 GENEVA, WI

CLIENT:

RELEASE:
 PRELIMINARY NOT
 FOR
 CONSTRUCTION

REVISIONS

#	DATE	DESCRIPTION



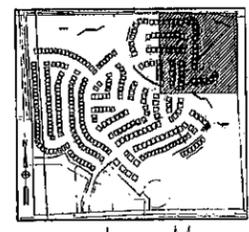
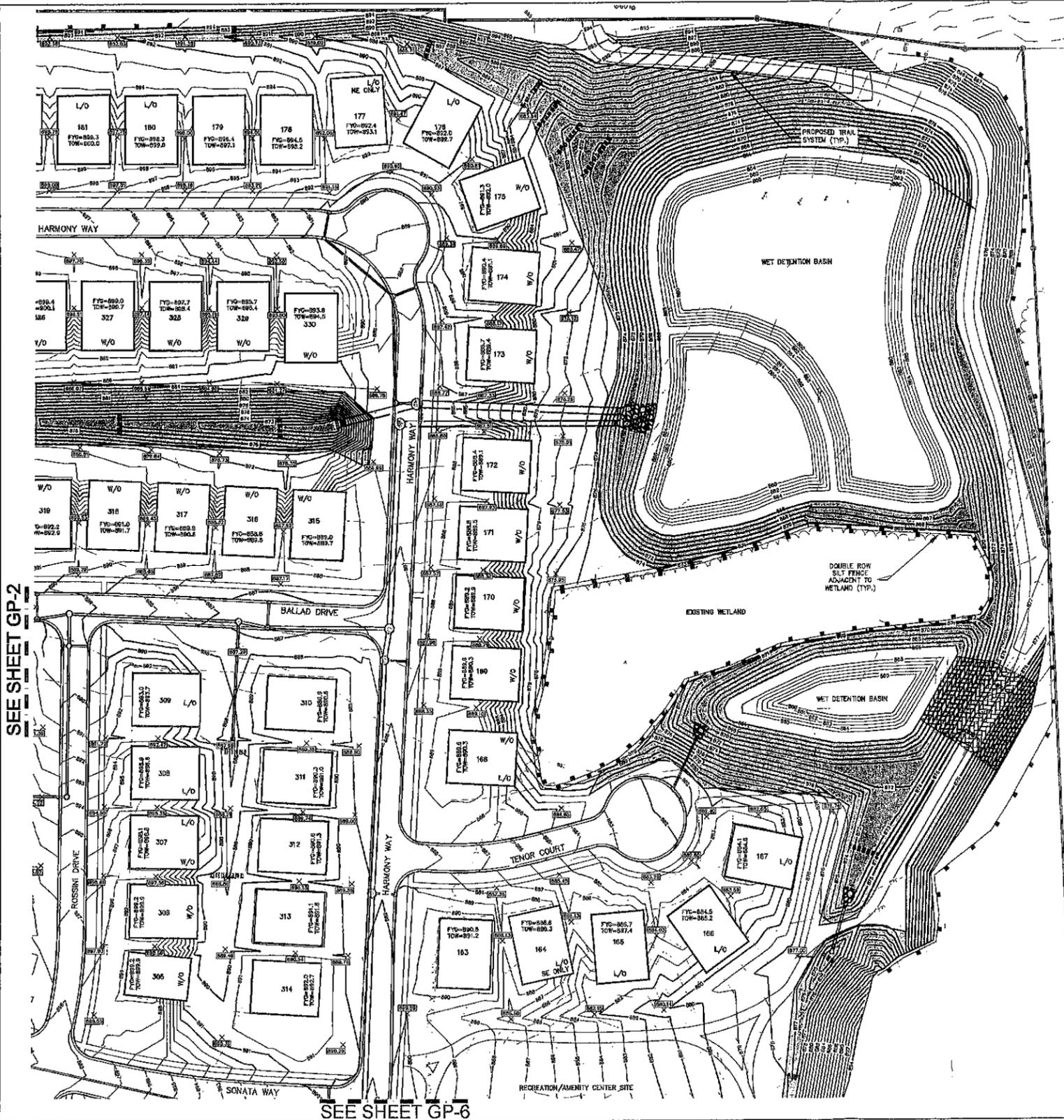
SCALE: 1" = 50'

SEAL:

SHEET:
**GRADING AND
 EROSION CONTROL
 PLAN**

PROJECT MANAGER:
 PROJECT NUMBER: 15001
 DATE: 1-22-2018

SHEET NUMBER:
GP-2



GRADING LEGEND

- 999 --- EXISTING CONTOUR MINOR
- 999 --- EXISTING CONTOUR MAJOR
- 999 --- PROPOSED CONTOUR MINOR
- 999 --- PROPOSED CONTOUR MAJOR
- [Symbol] [897.47] LOT CENT. ELEVATION
- [Symbol] FV0=896.3 TOW=899.0 PROPOSED FINISHED GRADE / MIN. TOP OF FOUNDATION WALL
- [Symbol] L/O | W/O LOOKOUT | WALKOUT

EROSION CONTROL LEGEND

- [Symbol] CLASS I, TYPE B EROSION MATTING SEE DETAIL SHEET TD-4
- [Symbol] PYRAMAT OR EQUIVALENT CLASS III, TYPE D MATTING W/ 4" MIN. TOPSOIL, SEED AND CLASS I, TYPE B EROSION MATTING
- [Symbol] MEDIUM DUTY RIPPAP SEE DETAIL SHEET TD-5
- [Symbol] SILT SOCK DITCH CHECK, SEE DETAIL SHEET TD-4
- [Symbol] SILT FENCE, SEE DETAIL SHEET TD-6

1. ALL RECOMMENDED GRADES ARE TO FINISHED YARD GRADE.
2. FINISHED GRADE ELEVATION (FV0 = 1" OVER 1/2" MINIMUM).
3. TOP OF FOUNDATION WALL ELEVATION (FV0 + 6")
4. CHANGES ARE SUBJECT TO CHANGE DURING CONSTRUCTION.
5. IF HOME AND SOIL CONDITIONS VARY FROM ENGINEER'S ASSUMPTIONS, AN ACCESSIBLE DRAINAGE SHALL BE CONSIDERED AT THE TIME OF CLEAR PLACEMENT.
6. ALL EXISTING SITE FLOOD DRAINAGE TILES WHICH ARE EXISTING DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED, RECOVERED AND/OR CONSIDERED TO THE PROPOSED EROSION CONTROL SYSTEM. THE CONTRACTOR SHALL MAINTAIN, OCCUPY THE LOCATION AND NOTIFY THE CITY OF LAKE GENEVA EACH TIME A DRAIN TILE IS REPAIRED DURING CONSTRUCTION.
7. ALL PROPOSED MOISTURE PAPER SHOULD BE LEFT LOWER THAN FINISHED GRADE AT THE CONTRACTOR'S DISCRETION TO ALLOW FOR FUTURE MATERIAL, SPACE SAVING TIME, DISTRIBUTION.
8. ALL PROPOSED STONE CANALS SHOULD BE PROTECTED PER DETAIL.

INSPECT ALL EROSION CONTROL MEASURES PRIOR TO COMMENCING GRADING. SCHEDULE OF OTHER LAND DEVELOPING ACTIVITIES EROSION CONTROL MEASURES MUST BE INSPECTED WEEKLY AND WITHIN 24 HOURS OF EVERY PRECIPITATION EVENT OF 0.50 INCH OR GREATER. PRIOR TO THE CONTRACTOR SHALL CONDUCT DAILY INSPECTIONS AND DOCUMENT CONDITIONS AND REPAIRS MADE ALONG WITH DAILY LOG BOOK, WEEKLY / 60 INCH PRECIPITATION REPORTS, APPROVED PLANS AND NOTES SHOULD BE KEPT IN AN ACCESSIBLE LOCATION, USE A SIGNAGE WITHIN THE STAGING AREA.

AT ABSOLUTELY NO TIME MAY CONSTRUCTION EQUIPMENT, TOOLS, OR LOGS BE PLACED WITHIN WETLANDS, WETLANDS OR FLOOD PLAIN AREAS IDENTIFIED IN THE PLANS.



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 CONSULTING ENGINEERS
 2711 N. FORT WASHINGTON ROAD
 MILWAUKEE, WISCONSIN 53217
 Phone: 414.358.0600 Fax: 414.358.4117
 www.kapurengineers.com

PROJECT:
 SYMPHONY BAY

LOCATION:
 CITY OF LAKE GENEVA, WI

CLIENT:

RELEASE:
 PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION
01	08/20/13	ISSUE FOR PERMIT
02	08/20/13	ISSUE FOR PERMIT
03	08/20/13	ISSUE FOR PERMIT
04	08/20/13	ISSUE FOR PERMIT
05	08/20/13	ISSUE FOR PERMIT
06	08/20/13	ISSUE FOR PERMIT
07	08/20/13	ISSUE FOR PERMIT
08	08/20/13	ISSUE FOR PERMIT
09	08/20/13	ISSUE FOR PERMIT
10	08/20/13	ISSUE FOR PERMIT



SCALE: 1" = 10'

DATE: 08/20/13

SHEET:
 GRADING AND EROSION CONTROL PLAN

PROJECT MANAGER:
 PROJECT NUMBER: 150201
 DATE: 1-22-2018

SHEET NUMBER:
 GP-3

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 Milwaukee Area (414) 258-1181
 Hearing Impaired TDD (800) 642-2289
 www.DiggersHotline.com

SEE SHEET GP-2

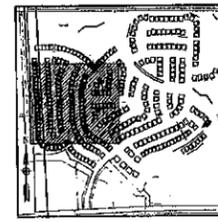
SEE SHEET GP-6

FILENAME: D:\Projects\Lake Geneva\City\150201_Symphony Bay\Design\150201_GP_3_SHEETS.dwg



SEE SHEET GP-4

SEE SHEET GP-5



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
1711 N. PORT WASHINGTON ROAD
MILWAUKEE, WISCONSIN 53227
Phone: 414.831.8888 Fax: 414.831.4187
www.kapurengineers.com

PROJECT: SYMPHONY BAY
LOCATION: CITY OF LAKE GENEVA, WI

CLIENT:
RELEASE: PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS:

NO.	DATE	DESCRIPTION
01	08/20/08	ISSUE
02	08/20/08	ISSUE
03	08/20/08	ISSUE
04	08/20/08	ISSUE
05	08/20/08	ISSUE
06	08/20/08	ISSUE
07	08/20/08	ISSUE
08	08/20/08	ISSUE
09	08/20/08	ISSUE
10	08/20/08	ISSUE



SCALE: 1" = 50'

SEAL:

DATE: 1/22/08

SHEET: GRADING AND EROSION CONTROL PLAN

PROJECT NUMBER: 15001

SHEET NUMBER: GP-4

GRADING LEGEND

---	EXISTING CONTOUR MINOR
---	EXISTING CONTOUR MAJOR
---	PROPOSED CONTOUR MINOR
---	PROPOSED CONTOUR MAJOR
697.47	LOT CERT. ELEVATION
FYC-898.3	PROPOSED FINISHED GRADE/ MIN. TOP OF FOUNDATION WALL
L/O W/O	LOOKOUT WALKOUT

EROSION CONTROL LEGEND

[Symbol]	CLASS I, TYPE B EROSION MATTING SEE DETAIL SHEET TD-4
[Symbol]	PYRAMAT OR EQUIVALENT CLASS III, TYPE D MATTING W/ 4" MIN. TOPSOIL, SEED AND CLASS I, TYPE B EROSION MATTING
[Symbol]	MEDIUM DUTY RIPRAP SEE DETAIL SHEET TD-5
[Symbol]	SILT SOCK DITCH CHECK, SEE DETAIL SHEET TD-4
[Symbol]	SILT FENCE, SEE DETAIL SHEET TD-5

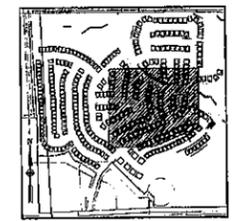
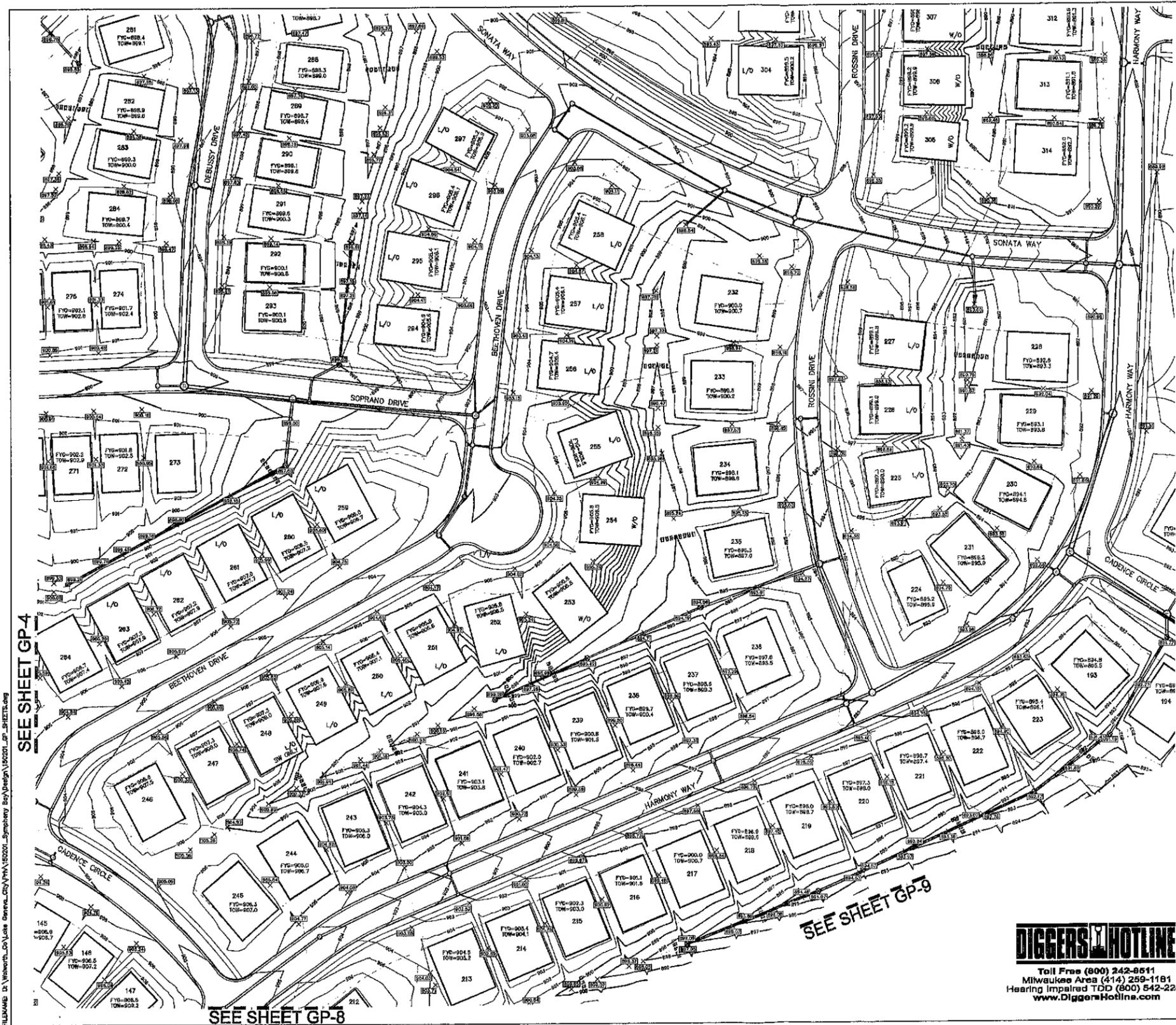
- ALL RECONSTRUCTED GRASSES ARE TO FINISHED YARD GRADE.
- FINISHED FLOOR ELEVATION: FIG 4 (FSL-T-VARIES)
- TOP OF FOUNDATION WALL ELEVATION: FIG 4 (FSL-T-VARIES)
- GRADES ARE SUBJECT TO CHANGE DEPENDING ON LOCATION OF HOUSE AND SOIL CONDITIONS UPON FURNISHED APPROVAL.
- ALL ACCESSIBLE OPENINGS SHALL BE CONSTRUCTED AT THE TIME OF CURB PLACEMENT.
- ALL EXISTING SITE FIELD DRAINAGE TILES WHICH ARE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED, RESTORED AND/OR CONNECTED TO THE PROPOSED STORM SEWER SYSTEMS.
- THE CITY OF LAKE GENEVA EARLY TIE-IN DRAIN TILE IS ENCOUNTERED DURING CONSTRUCTION.
- ALL PROPOSED EXPOSED PAIS AREAS SHOULD BE LEFT LOWER THAN FINISHED GRADE AT THE CONTRACTORS DISCRETION TO ALLOW FOR BASEMENT MATERIAL SPILLS DURING HOME CONSTRUCTION.
- ALL PROPOSED STORM DRAIN INLET TO BE PROVIDED PER DETAIL.

INSPECT ALL EROSION CONTROL MEASURES PRIOR TO COMMENCING GRADING OR STORM LAID OPERATIONS. EROSION CONTROL MEASURES MUST BE MAINTAINED THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL CONDUCT DAILY VISUAL INSPECTIONS OF ALL EROSION CONTROL MEASURES AND REPORT TO THE CITY OF LAKE GENEVA EARLY TIE-IN DRAIN TILE IS ENCOUNTERED DURING CONSTRUCTION. ALL PROPOSED EXPOSED PAIS AREAS SHOULD BE LEFT LOWER THAN FINISHED GRADE AT THE CONTRACTORS DISCRETION TO ALLOW FOR BASEMENT MATERIAL SPILLS DURING HOME CONSTRUCTION. ALL PROPOSED STORM DRAIN INLET TO BE PROVIDED PER DETAIL.



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Hearing Impaired TDD (800) 642-2299
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FILENAME: D:\Valeforth_COA\Lake Geneva_City\150001_Symphony Bay\Design\150001_GP_5\GP-4.dwg



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 CONSULTING ENGINEERS
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 MILWAUKEE, WISCONSIN 53211
 PHONE: 414.841.8500 FAX: 414.841.4117
 www.kapurengineers.com

PROJECT: SYMPHONY BAY
 LOCATION: CITY OF LAKE GENEVA, WI

CLIENT:

RELEASE: PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION
1	08/21/09	ISSUE
2	08/21/09	ISSUE
3	08/21/09	ISSUE
4	08/21/09	ISSUE
5	08/21/09	ISSUE
6	08/21/09	ISSUE
7	08/21/09	ISSUE
8	08/21/09	ISSUE
9	08/21/09	ISSUE
10	08/21/09	ISSUE



SCALE: 1" = 50'
 SEAL:

SHEET: GRADING AND EROSION CONTROL PLAN

PROJECT NUMBER: 18223
 DATE: 1-22-2010

SHEET NUMBER: GP-5

SEE SHEET GP-6

SEE SHEET GP-4

SEE SHEET GP-9

SEE SHEET GP-8

GRADING LEGEND

999	EXISTING CONTOUR MINOR
999	EXISTING CONTOUR MAJOR
999	PROPOSED CONTOUR MINOR
999	PROPOSED CONTOUR MAJOR
[997.47]	LOT CERT. ELEVATION
FYD=898.3 TOW=898.0	PROPOSED FINISHED GRADE/ MIN. TOP OF FOUNDATION WALL
L/O W/O	LOOKOUT WALKOUT

EROSION CONTROL LEGEND

[Symbol]	CLASS I, TYPE B EROSION MATTING SEE DETAIL SHEET TD-4
[Symbol]	PYRAMAT OR EQUIVALENT CLASS III, TYPE D MATTING W/ 4" MIN. TOPSOIL, SEED AND CLASS I, TYPE B EROSION MATTING
[Symbol]	MEDIUM DUTY BRIDGAP SEE DETAIL SHEET TD-5
[Symbol]	SILT SOCK DITCH CHECK, SEE DETAIL SHEET TD-4
[Symbol]	SILT FENCE, SEE DETAIL SHEET TD-5

1. ALL UNDIMENSIONED GRADES ARE TO FINISHED TAKE GRADE.
2. FINISHED FLOOR ELEVATION = FYD + 1' (1.7'-VARIABLES)
3. TOP OF FOUNDATION WALL ELEVATION = FYD + 2'
4. ROADS ARE SHOWN TO CHANGE DEPENDING ON LOCATION OF HOUSE AND FOR CONSTRUCTION APPROVAL.
5. ALL ACCESSORY STRUCTURES SHALL BE CONSTRUCTED AT THE TIME OF CURB PLACEMENT.
6. ALL EXISTING SITE FIELD DRAINAGE TILES WHICH ARE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED, RESTORED AND/OR CONNTECTED TO THE PROPOSED STORM SEWER SYSTEM. THE CONSTRUCTION SHALL WORK UNDER THE SUPERVISION OF THE CITY OF LAKE GENEVA SUCH THAT A DRAIN TILE IS NOT ENCOUNTERED DURING CONSTRUCTION.
7. ALL PROPOSED HOUSE PAD AREAS SHOULD BE LEFT LOWER THAN FINISHED GRADE AT THE CONSTRUCTION BORDERLINE TO ALLOW FOR BARRIAGE MATERIAL, SHOULD BARRIAGE CONSTRUCTION AND TRUCK TRAIL SHALL BE LEFT IN AN ACCESSIBLE LOCATION, LIKE A WALKOUT, WITHIN THE STAGING AREA.
8. ALL PROPOSED STORM CATCH BASINS TO BE PROTECTED PER DETAIL.



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 Milwaukee Area (214) 259-1181
 Hearing Impaired TDD (800) 542-2289
 www.DiggersHotline.com

REPORT ALL EROSION CONTROL MEASURES PRIOR TO COMMENCING GRADING. CHANGING OR OTHER LAND DISTURBING ACTIVITIES. EROSION CONTROL MEASURES MUST BE INSPECTED REGULARLY AND WITHIN 24 HOURS OF EMPTY PRECIPITATION EVENT OF 1.0 INCH OR GREATER. IF EXCESSIVE SOIL EROSION OCCURS, NOTIFY THE CITY OF LAKE GENEVA IMMEDIATELY. THE CITY OF LAKE GENEVA SHALL TAKE A DRAIN TILE IS NOT ENCOUNTERED DURING CONSTRUCTION.

AT ABSOLUTELY NO TIME MAY CONSTRUCTION EQUIPMENT, DEBRIS, ETC. BE PLACED WITHIN NEARBY WATERBODIES OR DRAINAGE PLANS SHOWN IN THE PLANS.

FILENAME: D:\winners\do\lake_geneva\cra\pva\18223\Symphony Bay\Design\18223_GP_SHEETS.dwg



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 MILWAUKEE, WISCONSIN 53217
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PROJECT:
SYMPHONY BAY

LOCATION:
CITY OF LAKE GENEVA, WI

CURBIT:

RELEASE:
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION
1	08/21/07	ISSUE FOR PERMIT
2	08/21/07	ISSUE FOR PERMIT
3	08/21/07	ISSUE FOR PERMIT
4	08/21/07	ISSUE FOR PERMIT
5	08/21/07	ISSUE FOR PERMIT
6	08/21/07	ISSUE FOR PERMIT
7	08/21/07	ISSUE FOR PERMIT
8	08/21/07	ISSUE FOR PERMIT
9	08/21/07	ISSUE FOR PERMIT
10	08/21/07	ISSUE FOR PERMIT



SCALE: 1" = 40'

SEAL:

SHEET:
GRADING AND EROSION CONTROL PLAN

PROJECT NUMBER: 15001
 DATE: 1/22/08

SHEET NUMBER:
GP-7

GRADING LEGEND

---	EXISTING CONTOUR MINOR
---	EXISTING CONTOUR MAJOR
---	PROPOSED CONTOUR MINOR
---	PROPOSED CONTOUR MAJOR
---	LOT CERT. ELEVATION
---	PROPOSED FINISHED GRADE/ 1/4" MIN. TOP OF FOUNDATION WALL
L/O W/O	LOOKOUT WALKOUT

EROSION CONTROL LEGEND

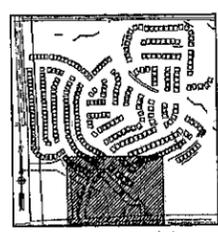
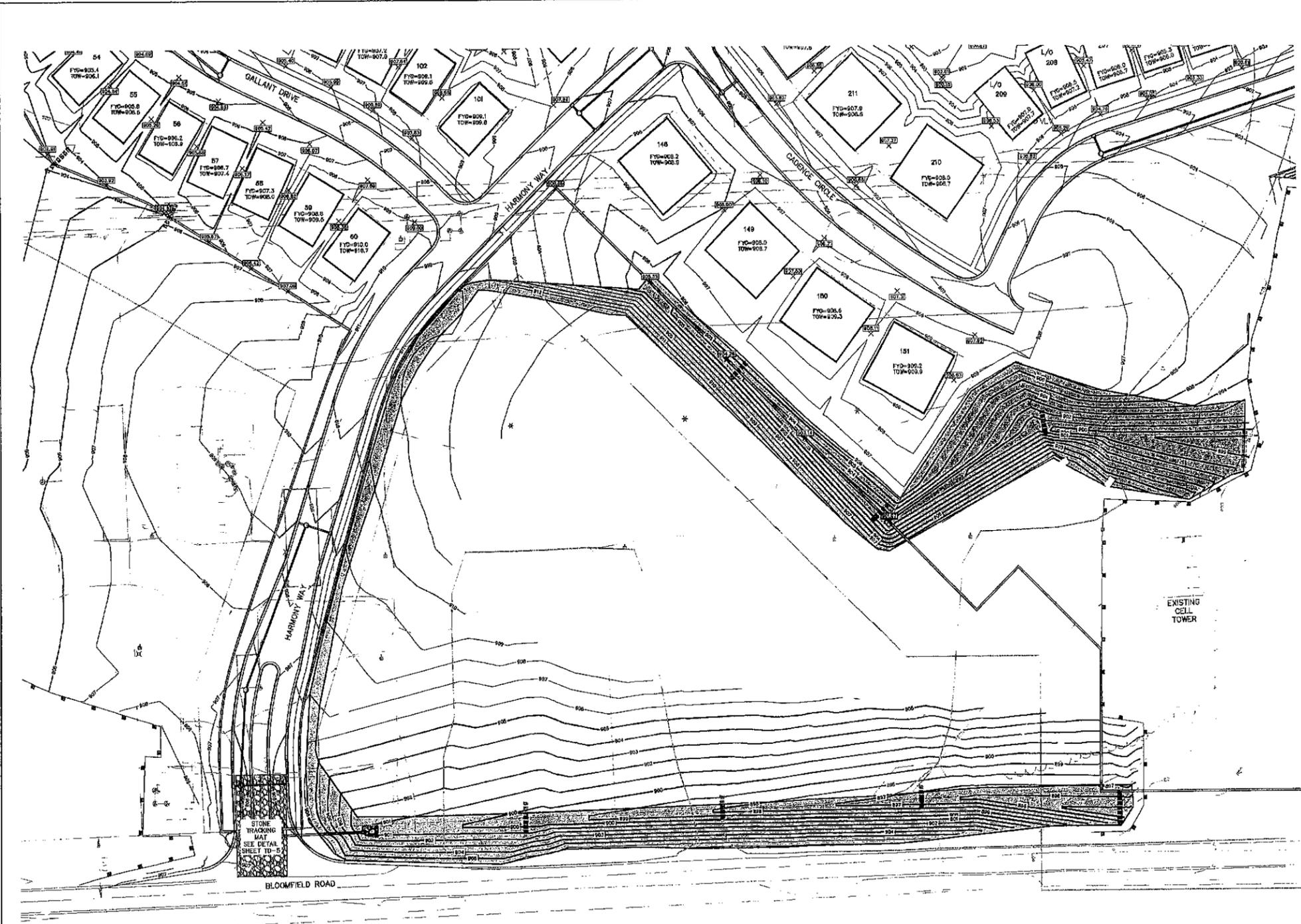
[Symbol]	CLASS I, TYPE B EROSION MATTING SEE DETAIL SHEET TD-4
[Symbol]	PYRAMAT OR EQUIVALENT CLASS II, TYPE D MATTING W/ 4" MIN. TOPSOIL, SEED AND CLASS I, TYPE B EROSION MATTING
[Symbol]	MEDIUM DUTY RIPRAP SEE DETAIL SHEET TD-5
[Symbol]	SILT SOCK DITCH CHECK, SEE DETAIL SHEET TD-4
[Symbol]	SILT FENCE, SEE DETAIL SHEET TD-5

1. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO COMMENCING CONSTRUCTION OF THE PROJECT AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC UTILITIES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.

INSPECT ALL EROSION CONTROL MEASURES PRIOR TO COMMENCING CONSTRUCTION OF THE PROJECT AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC UTILITIES AT ALL TIMES.

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 Hearing Impaired TDD (800) 842-2269
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 www.kapurengineers.com

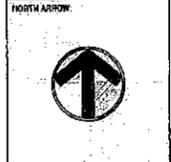
PROJECT: SYMPHONY BAY
 LOCATION: CITY OF LAKE GENEVA, WI

CLIENT:

RELEASE: PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION
001	08/21/08	ISSUE
002	08/21/08	ISSUE
003	08/21/08	ISSUE
004	08/21/08	ISSUE
005	08/21/08	ISSUE
006	08/21/08	ISSUE
007	08/21/08	ISSUE
008	08/21/08	ISSUE
009	08/21/08	ISSUE
010	08/21/08	ISSUE



SCALE: 1"=50'

SEAL:

SHEET: GRADING AND EROSION CONTROL PLAN

PROJECT NUMBER: 15001
 PROJECT NUMBER: 15001
 DATE: 1-22-2008

SHEET NUMBER: GP-8

FILENAME: D:\Work\08_15\08\01\Symphony Bay\Design\150001.dwg SHEETS.dwg

1. ALL RECOMMENDED GRADES ARE TO FINISHED YARD GRADE.
2. FINISHED FLOOR ELEVATION: FIN + 1.5X1.75' MINIMUM.
3. TOP OF FOUNDATION WALL ELEVATION: FIN + 8"
4. GRADES ARE SUBJECT TO CHANGE DEPENDING ON LOCATION OF HOUSE AND USE CONDITIONS UPON ENGINEER'S APPROVAL.
5. ANY ACCESSIBLE FLOORING SHALL BE CONSTRUCTED AT THE TIME OF CURB PLACEMENT.
6. ALL EXISTING SITE FIELD DRAINAGE TILES WHICH ARE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED, REROUTED AND/OR COVERED TO THE PROPOSED STONE BARRIER.
7. THE CONTRACTOR SHALL MAINTAIN SUFFICIENT TIE LOCATIONS AND NOTIFY THE CITY OF LAKE GENEVA EACH TIME A TIE IS ENCOUNTERED DURING CONSTRUCTION.
8. ALL PROPOSED BRIDGE PAVEMENT SHALL BE LEFT LOWER THAN FINISHED GRADE AT THE CONSTRUCTION LOCATION TO ALLOW FOR DRAINAGE MATERIAL, SLOPE CORRECTION, CONSTRUCTION, AND FOR DRAINAGE MATERIAL, SLOPE CORRECTION.
9. ALL PROPOSED STONE CATCH BASINS TO BE PROVIDED PER DETAIL.

EROSION CONTROL LEGEND

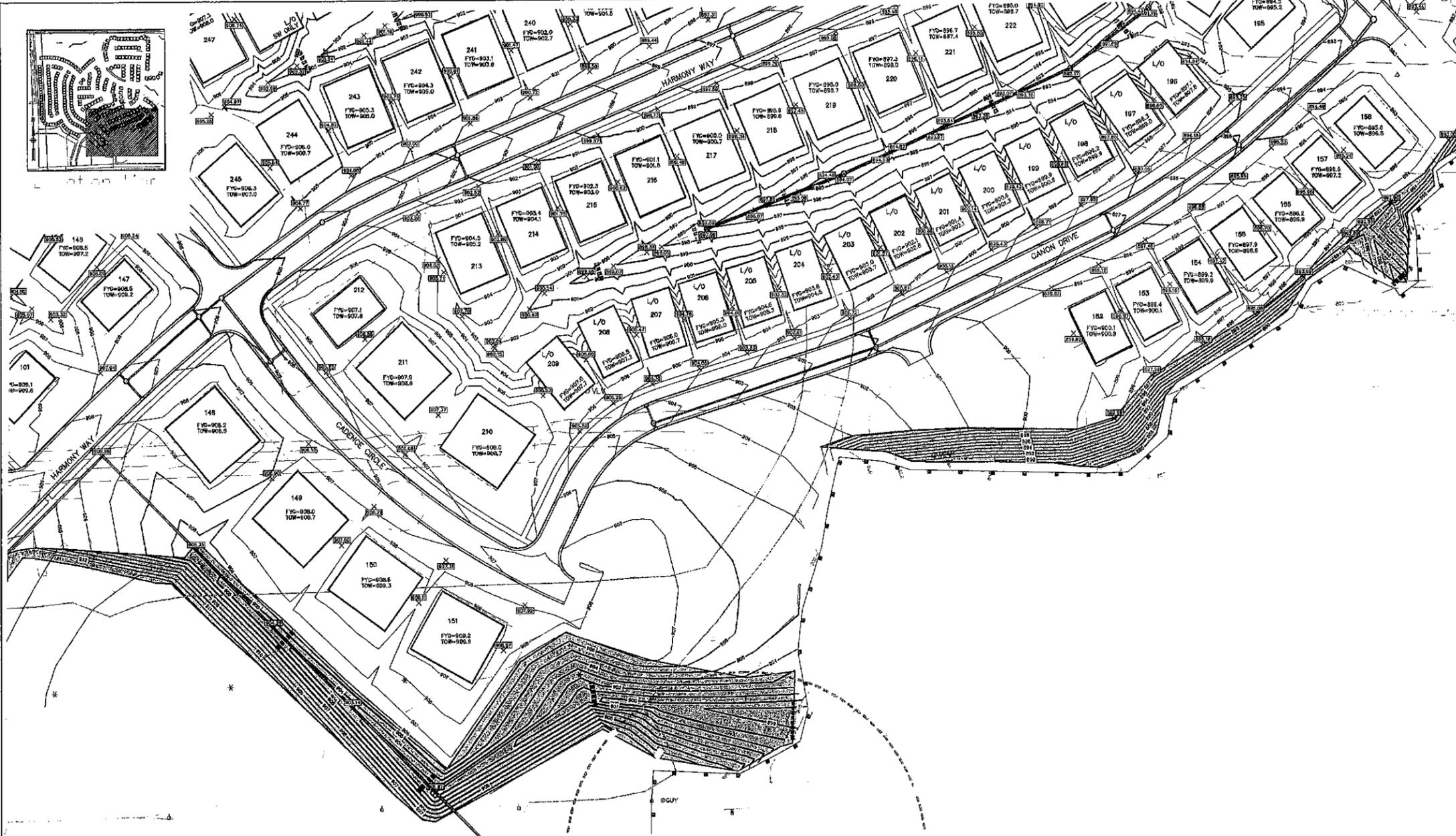
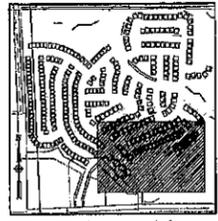
	CLASS I, TYPE B EROSION MATTING SEE DETAIL SHEET TD-4
	PYRAMAT OR EQUIVALENT CLASS III, TYPE B MATTING W/ 4" MIN. TOPSOIL, SEED AND CLASS I, TYPE B EROSION MATTING
	MEDIUM DUTY RIPRAP SEE DETAIL SHEET TD-5
	SILT SOCK DITCH CHECK, SEE DETAIL SHEET TD-4
	SILT FENCE, SEE DETAIL SHEET TD-5

GRADING LEGEND

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	LOT CERT. ELEVATION
	PROPOSED FINISHED GRADE/ MFL TOP OF FOUNDATION WALL
	LOOKOUT WALKOUT

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 www.DiggersHotline.com

INSPECT ALL EROSION CONTROL MEASURES PRIOR TO COMMENCING GRADING. CONTINUE OR STOP LAW ENFORCEMENT ACTIVITIES. EROSION CONTROL MEASURES MUST BE INSTALLED AND MAINTAINED WITHIN 24 HOURS OF EROSION PROTECTION. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. DATE, TIME OF INSPECTION AND WEATHER CONDITIONS IN A DAILY LOG BOOK. THE DATE, TIME, AND WEATHER CONDITIONS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.



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www.kapurengineers.com

PROJECT:
SYMPHONY BAY

LOCATION:
CITY OF LAKE GENEVA, WI

CLIENT:

RELEASE:
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION



SCALE: 1" = 50'

SEAL:

SHEET:
GRADING AND EROSION CONTROL PLAN

PROJECT MANAGER: _____
PROJECT NUMBER: 180291
DATE: 1-22-2016

SHEET NUMBER:
GP-9

FILENAME: D:\work\180291\180291_Symphony Bay\Design\180291_GP_9_SHEETS.dwg

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Hearing Impaired TDD (800) 842-2289
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NEAREST ALL EROSION CONTROL MEASURES MUST BE CONSTRUCTED GRADING OR OTHER LAND DISTURBANCE MEASURES. EROSION CONTROL MEASURES MUST BE INSTALLED NEARLY AND WITHIN 24 HOURS OF EROSION PREVENTION. EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AT THE TIME OF CURB PLACEMENT. ALL ACCESSIBLE OPENINGS SHALL BE CONSTRUCTED AT THE TIME OF CURB PLACEMENT.

- ALL RECOMMENDED GRADES ARE TO FINISHED YARD GRADE.
- FINISHED FLOOR ELEVATION = FIC ± 1" (1/2" - 1/4")
- TOP OF FOUNDATION WALL ELEVATION = FIC ± 1"
- GRADES ARE SUBJECT TO CHANGE DEPENDING ON LOCATION OF ROADS AND SOIL CONDITIONS UPON ENGINEER'S APPROVAL.
- ALL ACCESSIBLE OPENINGS SHALL BE CONSTRUCTED AT THE TIME OF CURB PLACEMENT.
- ALL EXISTING SITE FILL DRAINAGE TILES WHICH ARE DISCONTINUED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED, SUPPORTED AND/OR CONNECTED TO THE PROPOSED STORM SEWER SYSTEM. THE CONTRACTOR SHALL MAINTAIN SUFFICIENT THE LOCATIONS AND NOTIFY THE CITY OF LAKE GENEVA EACH TIME A TRENCH IS TO BE EXCAVATED DURING CONSTRUCTION.
- ALL PROPOSED HOUSE PAVEMENT SHALL BE LEFT UNPAVED UNTIL FINISHED GRADE IS ESTABLISHED. ALL EXISTING DRIVEWAYS SHALL BE LEFT UNPAVED UNTIL FINISHED GRADE IS ESTABLISHED. ALL DRIVEWAYS SHALL BE PROTECTED FOR DETAIL.
- ALL PROPOSED STORM DRAIN BASINS TO BE PROTECTED PER DETAIL.

EROSION CONTROL LEGEND

	CLASS I, TYPE B EROSION MATTING SEE DETAIL SHEET TD-4
	PYRAMID OR EQUIVALENT CLASS II, TYPE D MATTING W/ 4" MIN. TOPSOIL, SEED AND CLASS I, TYPE B EROSION MATTING
	MEDIUM DUTY BIPPAP SEE DETAIL SHEET TD-5
	SILT SOCK DITCH CHECK, SEE DETAIL SHEET TD-4
	SILT FENCE, SEE DETAIL SHEET TD-5

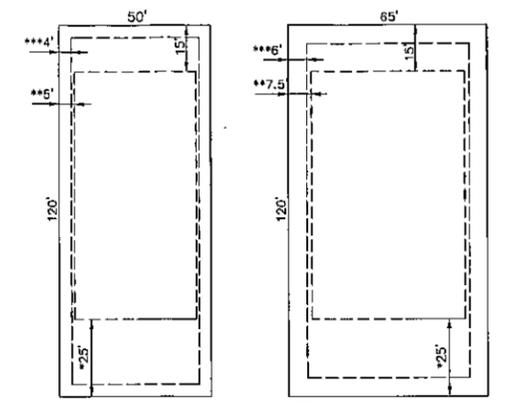
GRADING LEGEND

	999	EXISTING CONTOUR MINOR
	999	EXISTING CONTOUR MAJOR
	999	PROPOSED CONTOUR MINOR
	999	PROPOSED CONTOUR MAJOR
	897.47	LOT CERT. ELEVATION
	FYG=898.3 TOW=899.0	PROPOSED FINISHED GRADE/ MIN. TOP OF FOUNDATION WALL
	L/O W/O	LOOKOUT WALKOUT

**FINAL
PLAT**

Final Plat Of: Symphony Bay

A redivision of all of vacated Southland Farms Subdivision, except Lots 74, 85, 231 and 232 and portions of Townline Road and Bloomfield Road previously dedicated to the public, being located in the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 6 and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northwest 1/4 of Section 5 all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, State of Wisconsin.
Containing 6,331,744 Square Feet or 145.357 acres, more or less.



LOTS:
1-147, 152-158, 195-205, 212, 224, 266-294 and 297, 305

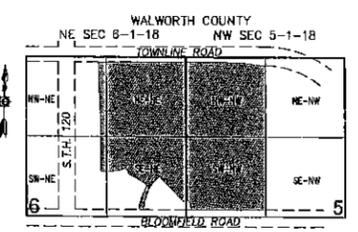
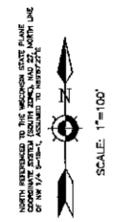
SETPACK NOTES:
The minimum building setback distance is 25' along streets, 15' along the back lot lines and side lots shall be 10' total with a minimum of 5' per side.

SETPACK NOTES:
The minimum building setback distance is 25' along streets, 15' along the back lot lines and side lots shall be 10' total with a minimum of 7.5' per side. Also applies to duplex lots.

***6' Utility Easements on all lot lines.

* Typical front setback may vary depending on building size.
** Typical side setback may vary with easement locations.

SINGLE FAMILY LOT SETBACKS
NOT TO SCALE



LOCATION SKETCH
NOT TO SCALE

NOTES:
1) SYMPHONY BAY IS A PLANNED DEVELOPMENT.
2) AS PER AN AFFIDAVIT OF CORRECTION (DOC #753573) TO THE FINAL PLAT OF SOUTHLAND FARMS, ACCESS TO EASEMENT IS TO BE PROVIDED BY DEVELOPMENT SOLUTIONS AND NEXTEL WEST CORPORATION.
3) IN LIEU OF SETTING MONUMENTS FOR A REASONABLE TIME, A SURETY BOND AS PER WIS STATUTES 236.15(4) SHALL BE EXECUTED WITH THE CITY OF LAKE GENEVA.



LAND OWNER/LAND DIVIDER:
SOUTHLAND FARMS, LLC
875 TOWNLINER ROAD
LAKE GENEVA, WI 53147

DEVELOPER:
TAYLOR MORRISON OF ILLINOIS, INC.
1834 WALDEN OFFICE SQ.
SUITE 300
SCHAUMBURG, IL 60173

SURVEYOR:
GARY R. SPLINTER,
KAPUR & ASSOCIATES, INC.
1224 S. PINE STREET
BURLINGTON, WI 53105

LEGEND:
• 2.375" O.D. X 24" (MINIMUM) IRON PIPE 3.65 LBS./LIN. FT. SET
• 1 1/4" O.D. IRON PIPE FOUND OR 3/4" O.D. IRON ROD FOUND AS INDICATED
ALL OTHER LOT CORNERS 1 1/4" O.D. X 18" (MINIMUM) IRON PIPE 1.65 LBS./LIN. SET

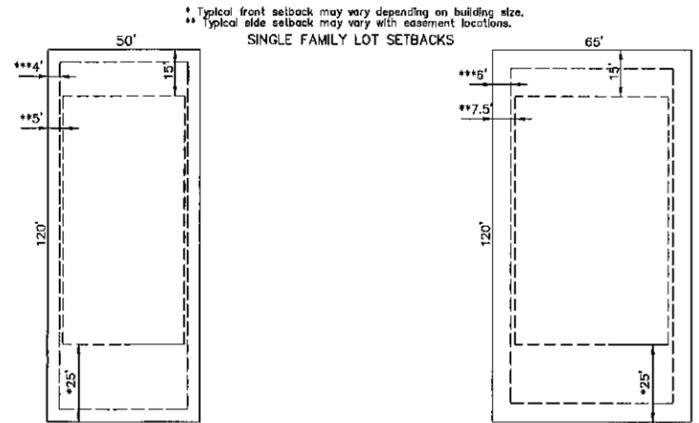
WETLANDS DELIMITED OCTOBER 2015 KAPUR & ASSOCIATES, INC.
BUILDING SETBACK LINE
SECTION CORNER
DTP = DEDICATED TO THE PUBLIC
O.D. = OUTSIDE DIAMETER
R.A. = RECORDED AS
T = TANGENT
R = RADIUS

ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST 0.01 OF A FOOT.
ALL DISTANCES SHOWN ALONG CURVED LINES ARE ARC DISTANCES.



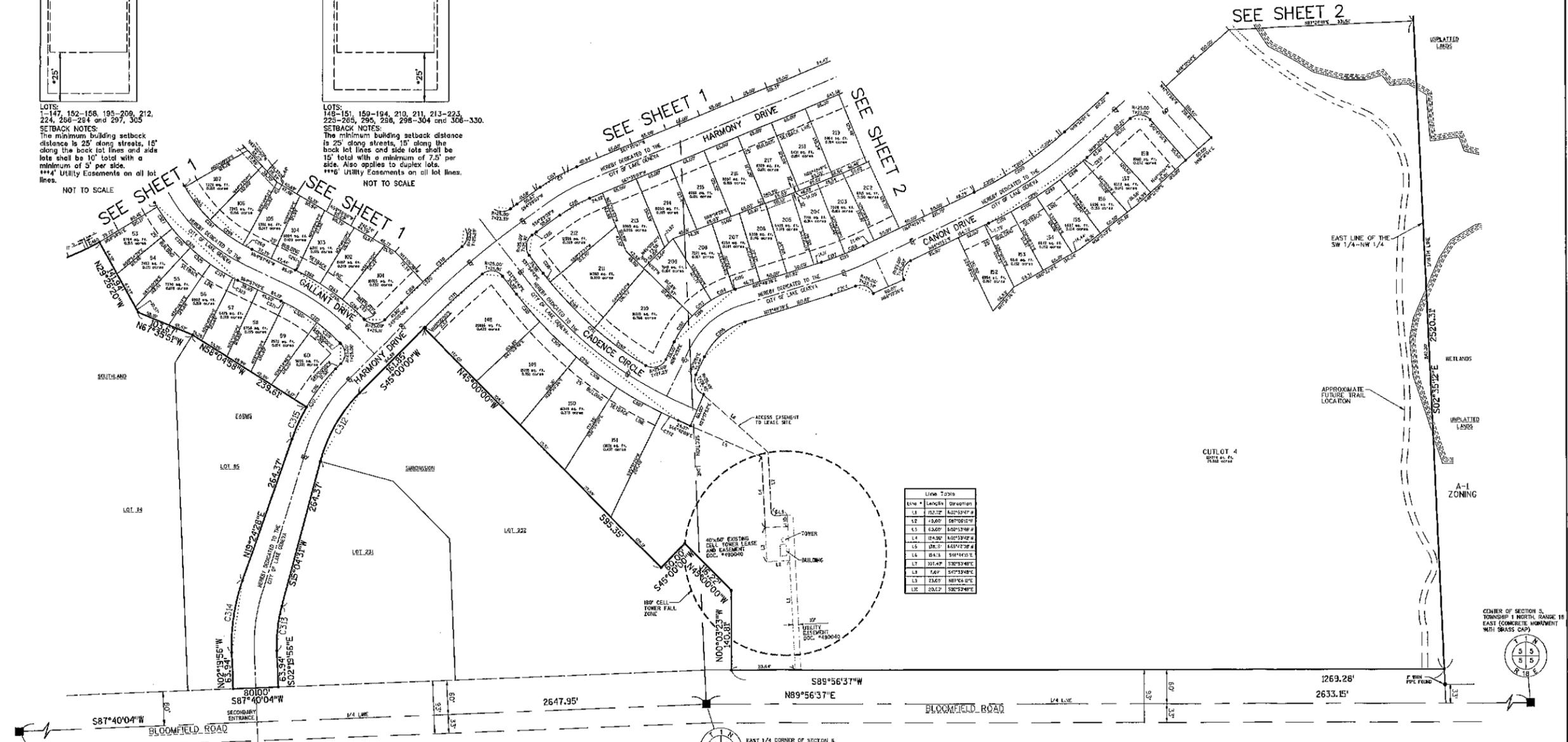
Final Plat Of: Symphony Bay

A redivision of all of vacated Southland Farms Subdivision, except Lots 74, 85, 231 and 232 and portions of Townline Road and Bloomfield Road previously dedicated to the public, being located in the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 6 and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northwest 1/4 of Section 5 all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, State of Wisconsin. Containing 6,331,744 Square Feet or 145.337 acres, more or less.



LOTS: 1-147, 152-168, 195-206, 212, 224, 256-264 and 297, 305
SETBACK NOTES: The minimum building setback distance is 25' along streets, 15' along the back lot lines and side lots shall be 15' total with a minimum of 5' per side. ***4' Utility Easements on all lot lines.

LOTS: 148-151, 159-194, 210, 211, 213-223, 225-265, 295, 298, 299-304 and 308-330.
SETBACK NOTES: The minimum building setback distance is 25' along streets, 15' along the back lot lines and side lots shall be 15' total with a minimum of 7.5' per side. Also applies to duplex lots. ***6' Utility Easements on all lot lines.



CENTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 18 EAST (CONCRETE MONUMENT WITH BRASS CAP)

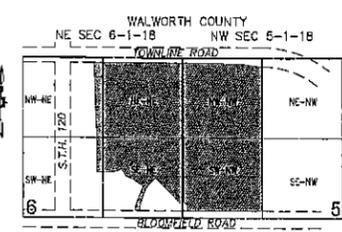
NOTES:
1) SYMPHONY BAY IS A PLANNED DEVELOPMENT.
2) AS PER AN AFFIDAVIT OF CORRECTION (DOC. #753573) TO THE FINAL PLAT OF SOUTHLAND FARMS, ACCESS TO EASEMENT IS TO BE PROVIDED BY DEVELOPMENT SOLUTIONS AND NEXTEL WEST CORPORATION.
3) IN LIEU OF SETTING MONUMENTS FOR A REASONABLE TIME, A SURETY BOND AS PER WIS. STATUTES 236.15(1) SHALL BE EXECUTED WITH THE CITY OF LAKE GENEVA.



LAND OWNER/LAND DIVIDER:
SOUTHLAND FARMS, LLC.
875 TOWNLINE ROAD
LAKE GENEVA, WI. 53147

DEVELOPER:
TAYLOR MORRISON OF ILLINOIS, INC.
1834 WALDEN OFFICE SQ.
SUITE 300
SCHALMURG, IL. 60173

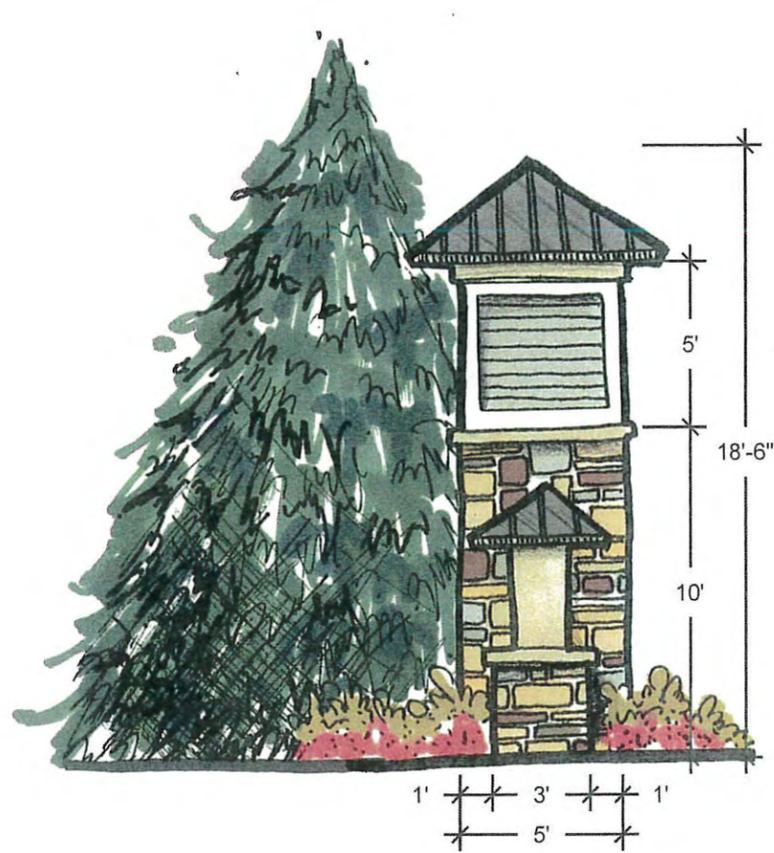
SURVEYOR:
GARY R. SPLINTER,
KAPUR & ASSOCIATES, INC.
1224 S. PINE STREET
BURLINGTON, WI. 53105



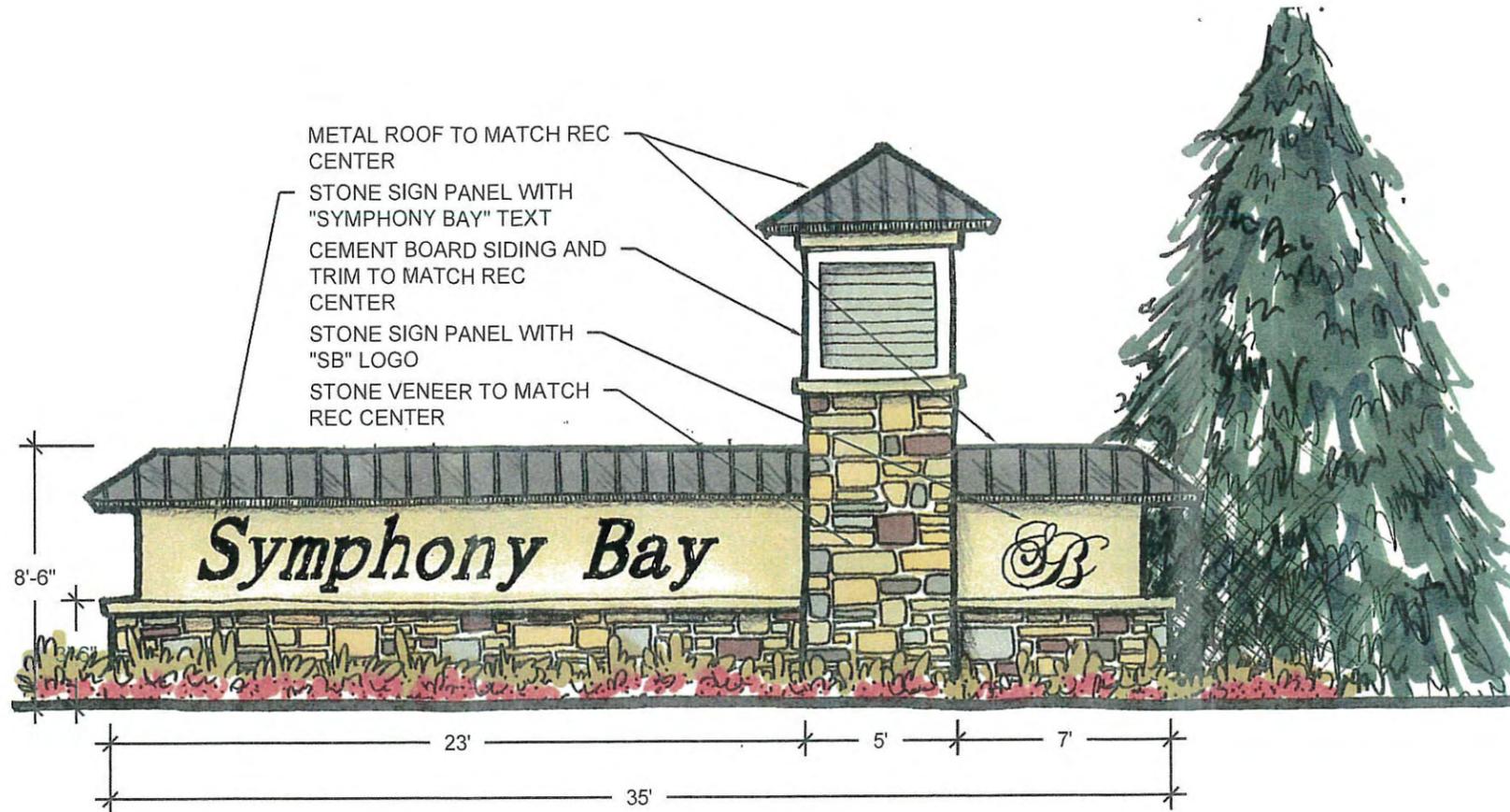
LOCATION SKETCH
NOT TO SCALE

- LEGEND:
- 2.375" O.D. X 24"(MINIMUM) IRON PIPE 3.60 LBS./LN. FT. SET
 - 1 1/4" O.D. IRON PIPE FOUND OR 3/4" O.D. IRON ROD FOUND AS INDICATED
 - ALL OTHER LOT CORNERS 1 1/4" O.D. X 18"(MINIMUM) IRON PIPE 1.65 LBS./LN. SET
 - WETLANDS DELINEATED OCTOBER 2015 KAPUR & ASSOCIATES, INC.
 - BUILDING SETBACK LINE
 - SECTION CORNER
 - DTTP = DEDICATED TO THE PUBLIC
 - O.D. = OUTSIDE DIAMETER
 - R.A. = RECORDED AS
 - T = TANGENT
 - R = RADIUS

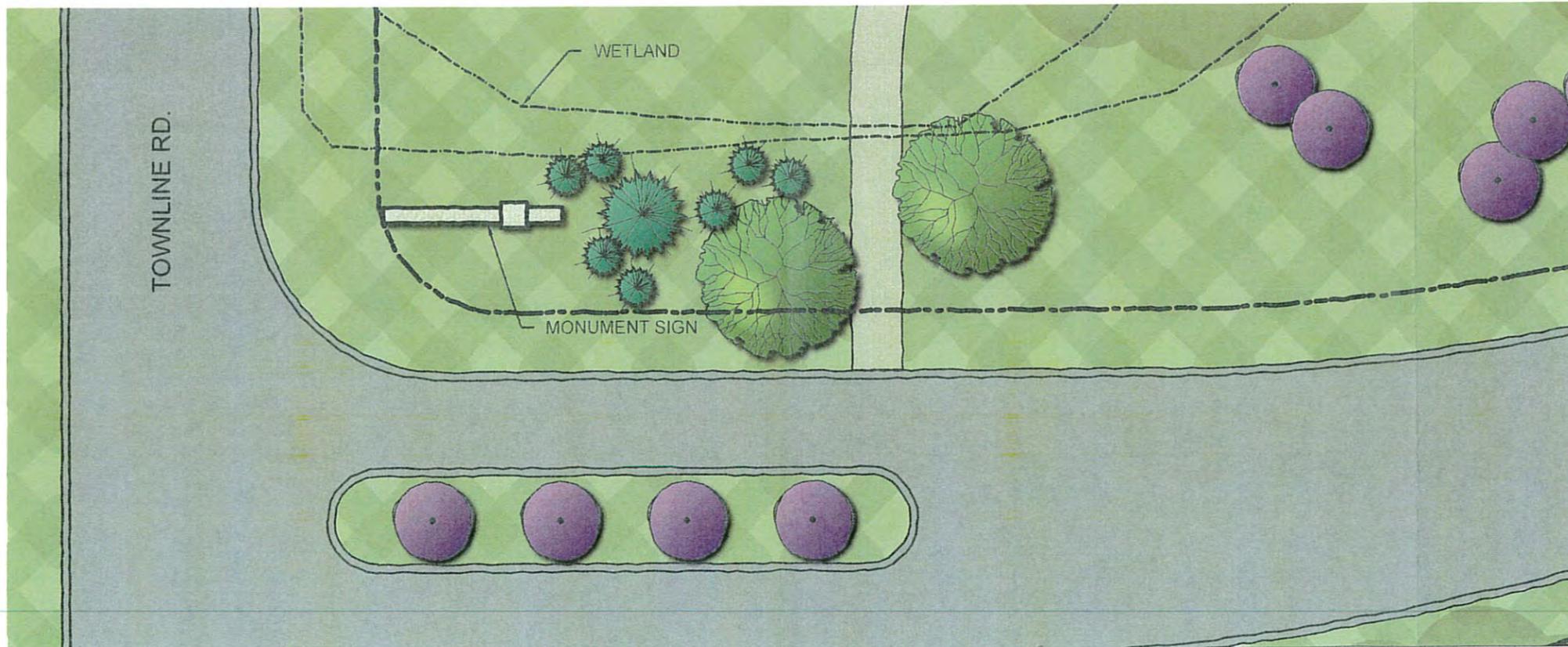
KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
1224 SOUTH PINE STREET
BURLINGTON, WISCONSIN 53105
Phone: 262-767-2747 Fax: 262-767-2768
www.kapurengineers.com



END ELEVATION



SIDE ELEVATION



CONCEPTUAL MAIN ENTRANCE MONUMENT

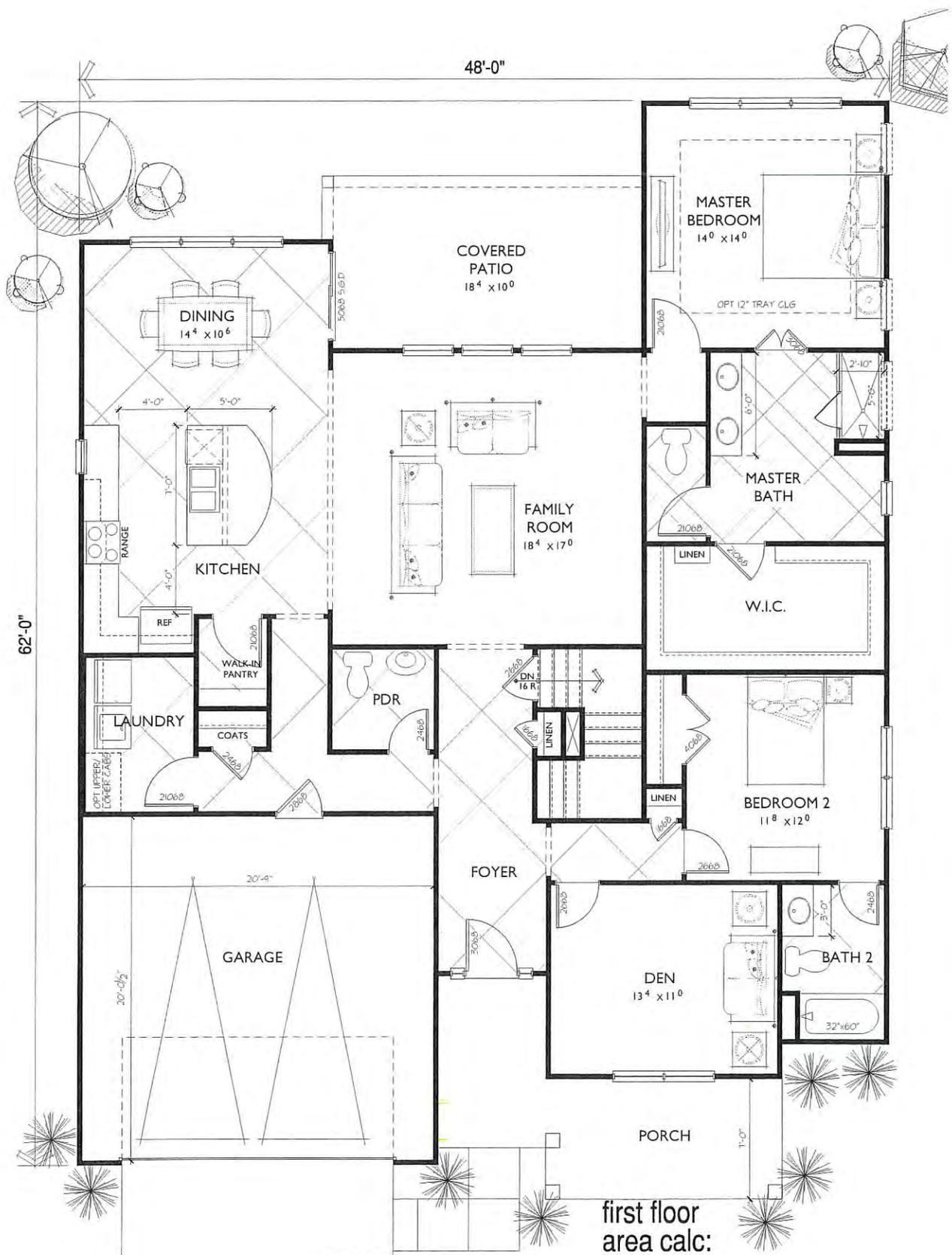
SYMPHONY BAY

LAKE GENEVA, WISCONSIN

**AMENITY
CENTER**

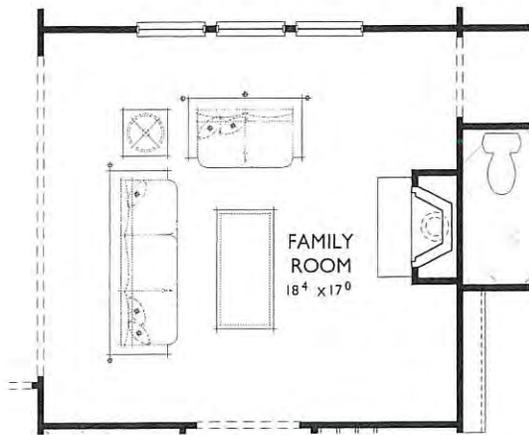


65 FOOT WIDE LOTS

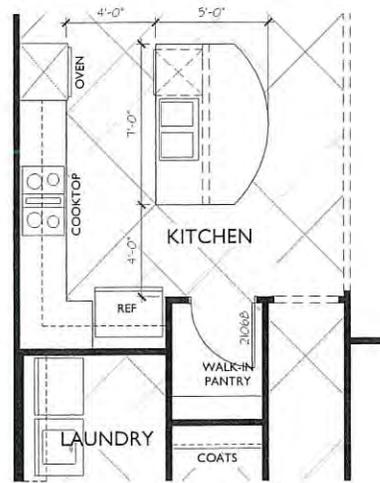


Plan 1978
 scale: 3/16" = 1'-0"
 01.22.16

first floor
 area calc:
 ffl: 1978 sq ft
 total: 1978 sq ft
 plates: 1st = 9'-1"



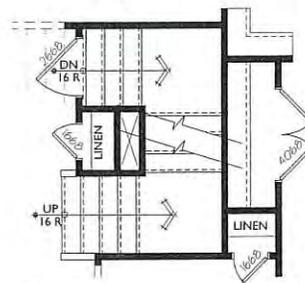
opt. fireplace



opt. gourmet kitchen



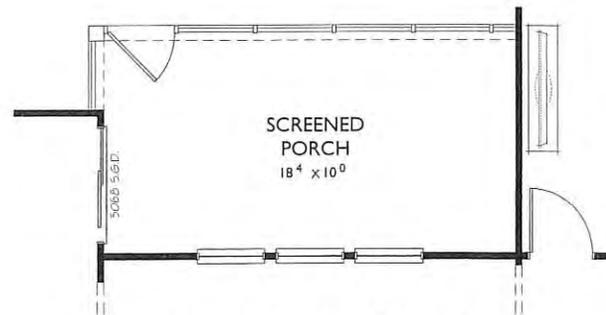
opt. m. bath #2



stairs to opt second floor

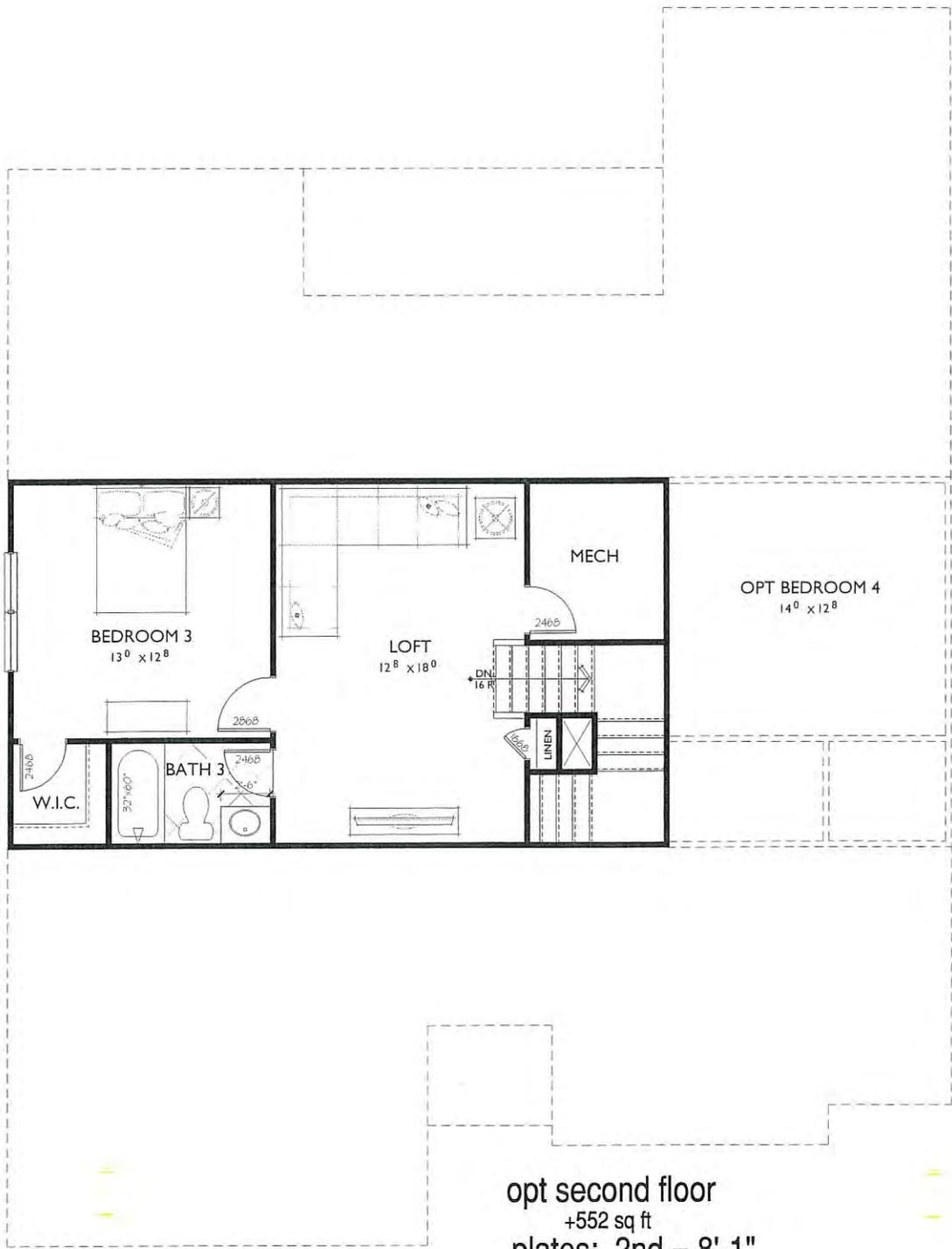


opt. m. bath #1



opt. screened porch

Plan 1978
 scale: 3/16" = 1'-0"
 01.22.16



opt second floor
+552 sq ft
plates: 2nd = 8'-1"

Plan 1978
scale: 3/16" = 1'-0"
01.22.16



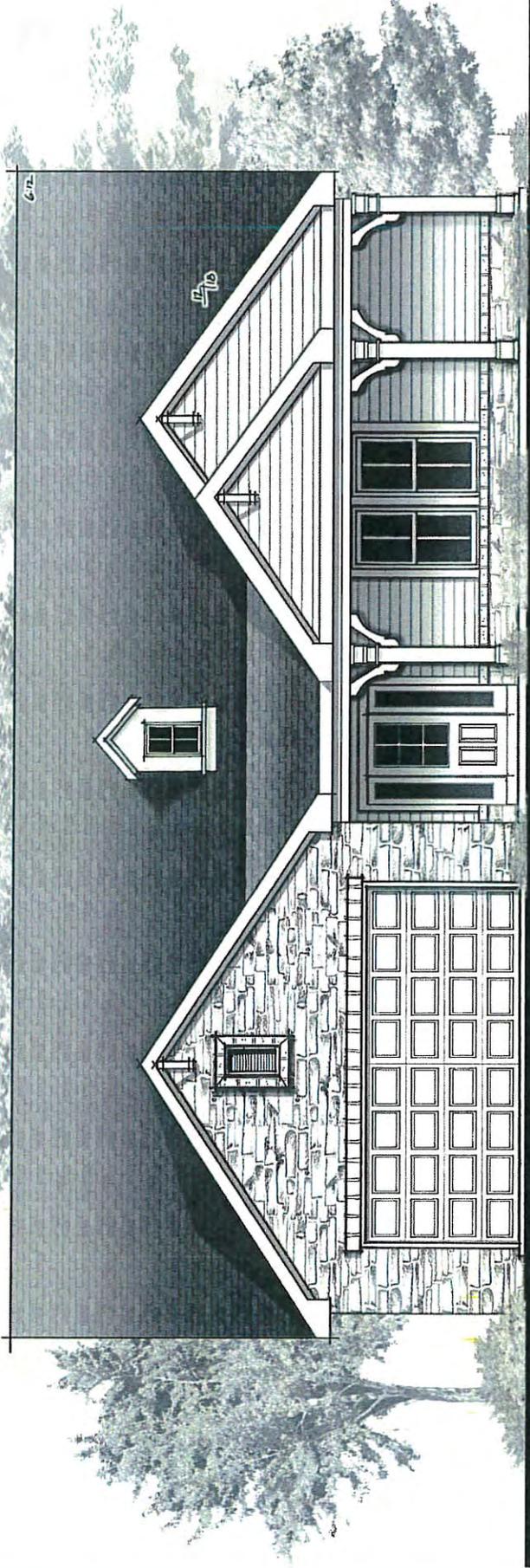
Plan 1978
"Federal" (Siding) Elevation

07.23.15



Plan 1978
"Federal" (Brick) Elevation

07.23.15



Plan 1978
"Farmhouse" Elevation

07.23.15



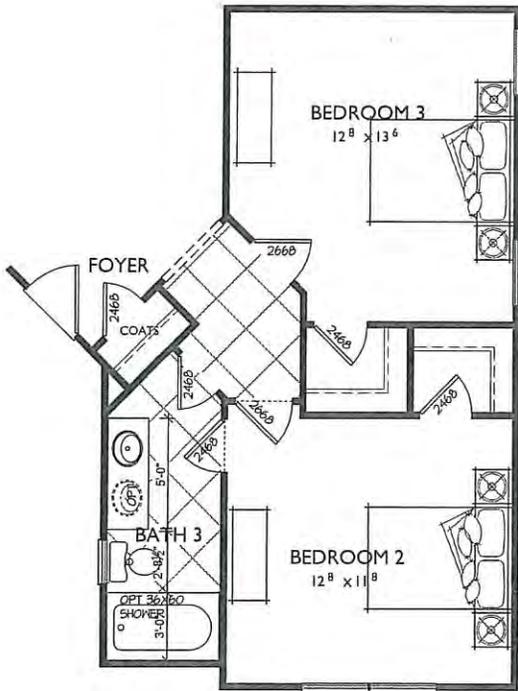
Plan 1978
"Craftsman" Elevation

07.23.15

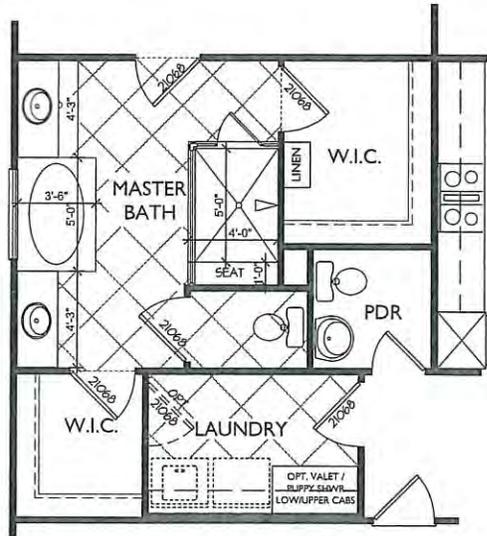


Plan 1978
"French Country" Elevation

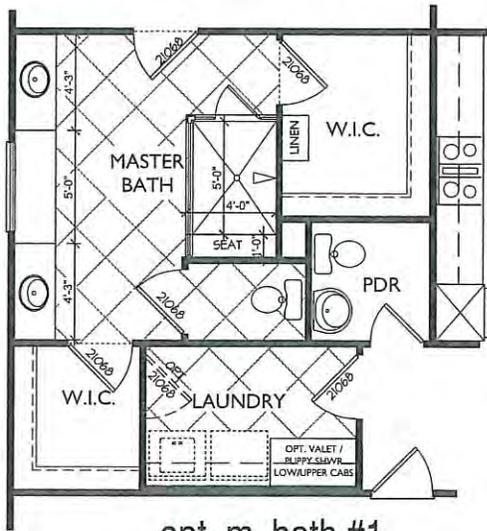
07.23.15



opt. bed 3



opt. m. bath #2



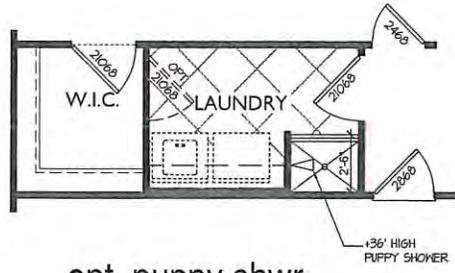
opt. m. bath #1

Plan 2251
 scale: 3/16"=1'-0"
 07.21.15 Chicago, IL

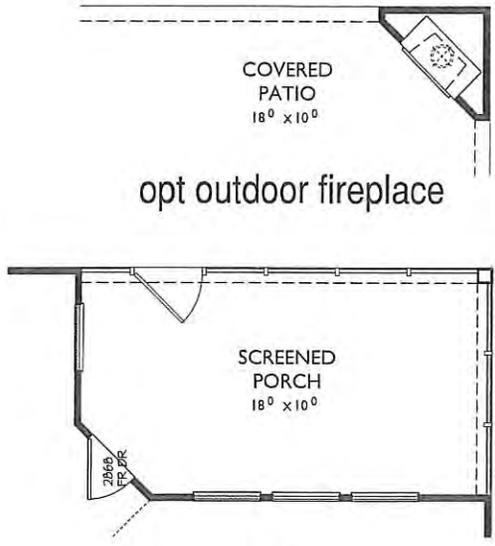
GMD-GA job#
 GMD-GA15043



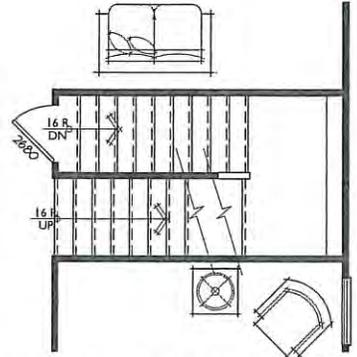
The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.)
 © 2015 gmdesigngroup of ga, inc.



opt. puppy shwr

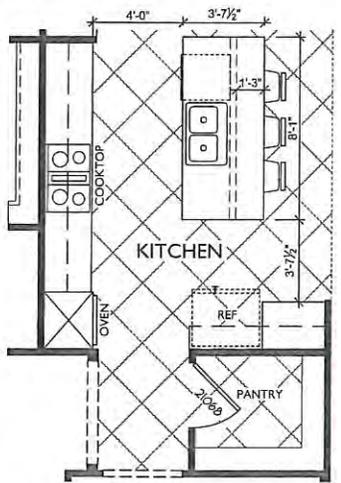


opt outdoor fireplace



stairs to opt second floor

opt screened porch



opt gourmet kitchen



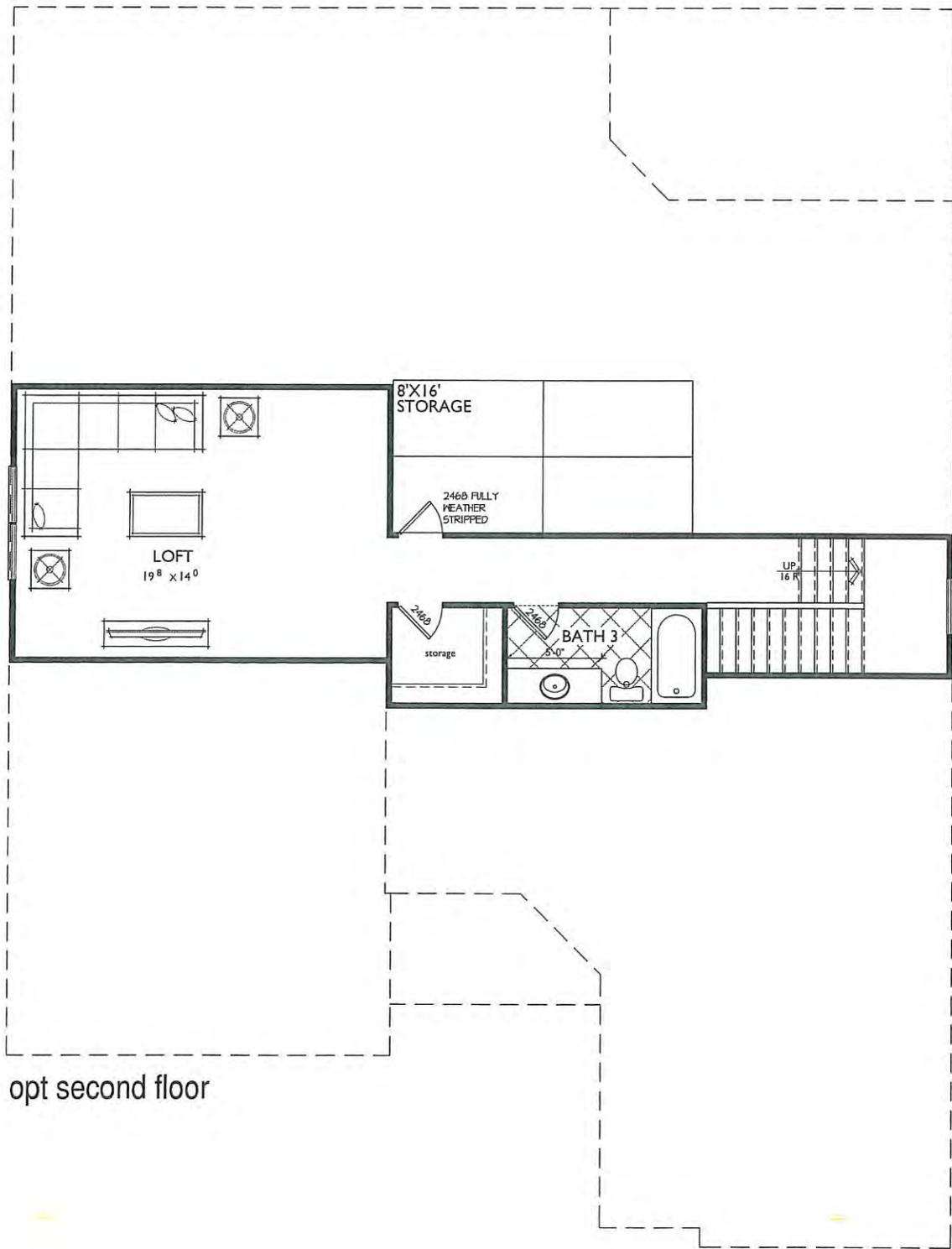
opt fireplace

Plan 2251
 scale: 3/16"=1'-0"
 07.21.15 Chicago, IL

GMD-GA job#
 GMD-GA15043



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.)
 © 2015 gmdesigngroup of ga, inc.



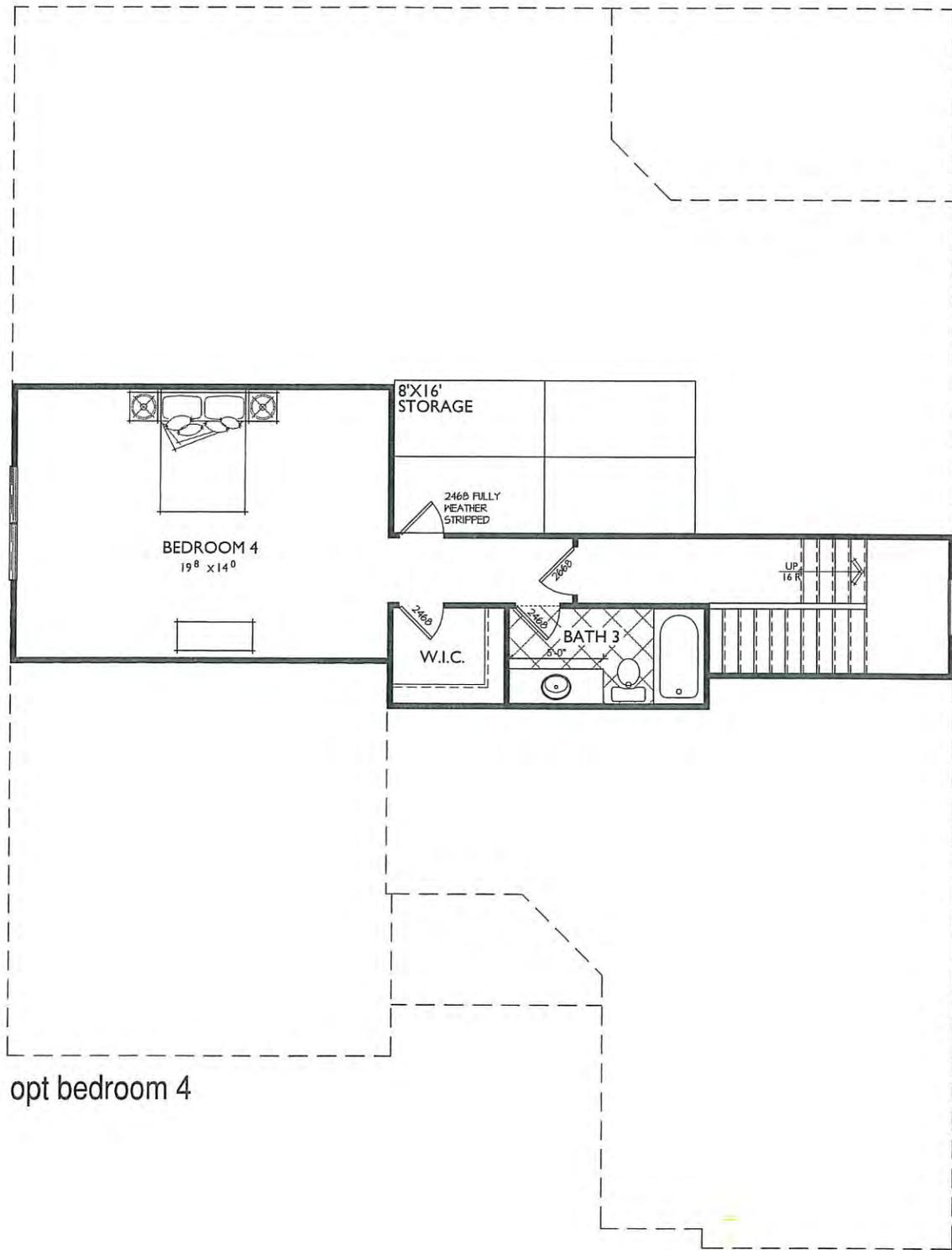
opt second floor

Plan 2251
 scale: 3/16"=1'-0"
 07.21.15 Chicago, IL

GMD-GA job#
 GMD-GA15043



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.)
 © 2015 gmdesigngroup of ga, inc.

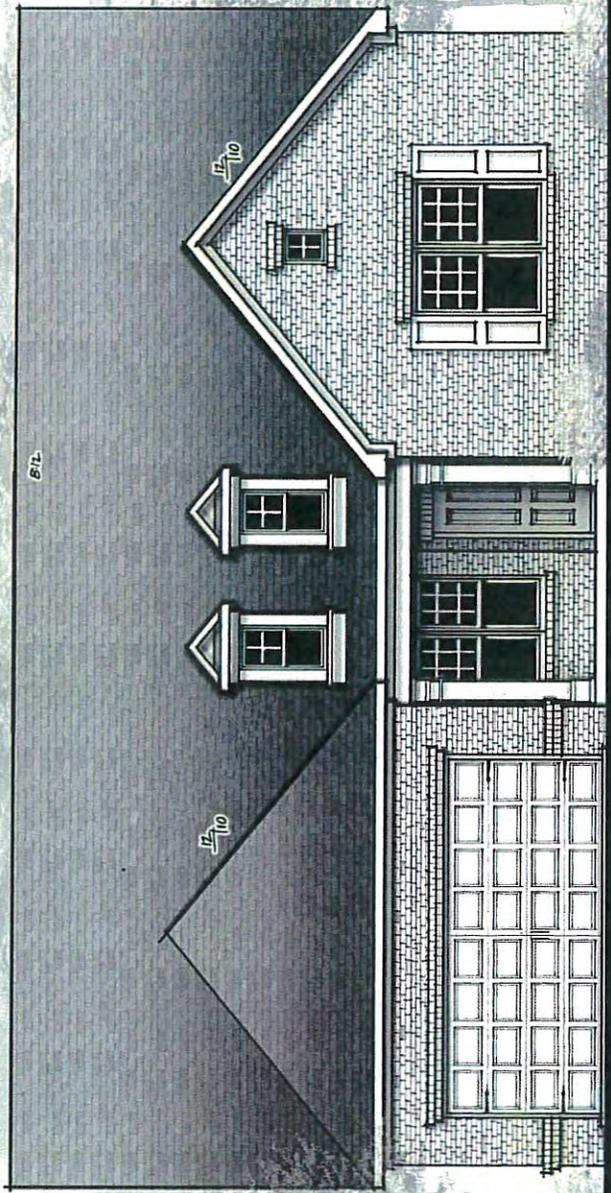


Plan 2251
 scale: 3/16"=1'-0"
 07.21.15 Chicago, IL

GMD-GA job#
 GMD-GA15043

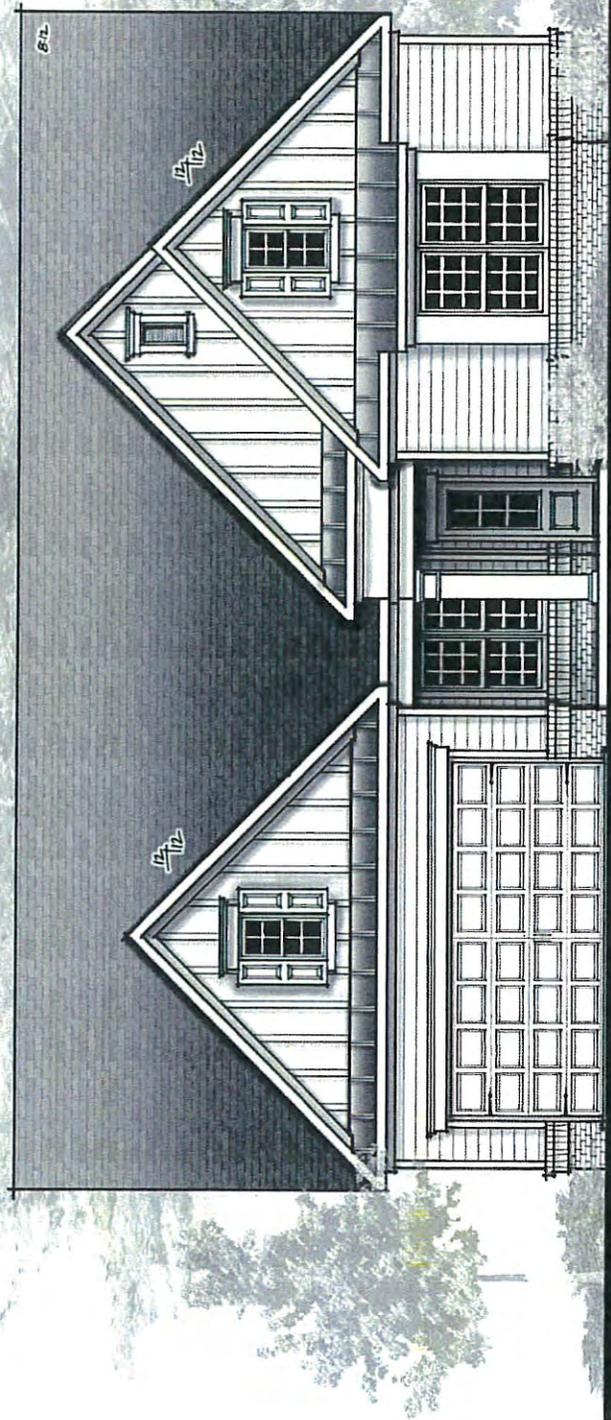


The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.)
 © 2015 gmd design group of ga, inc.



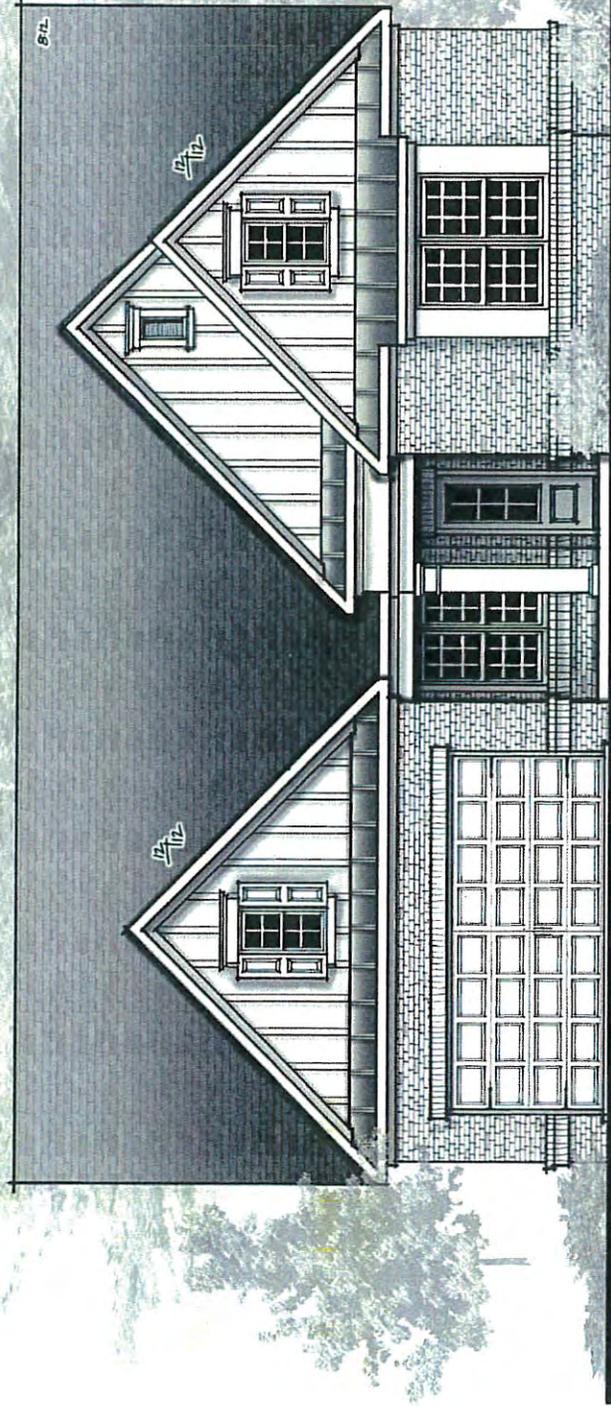
Plan 2251
"Traditional" Elevation

07.24.15



Plan 2251
"Federal" (Siding) Elevation

07.24.15



Plan 2251
"Federal" (Brick) Elevation

07.24.15



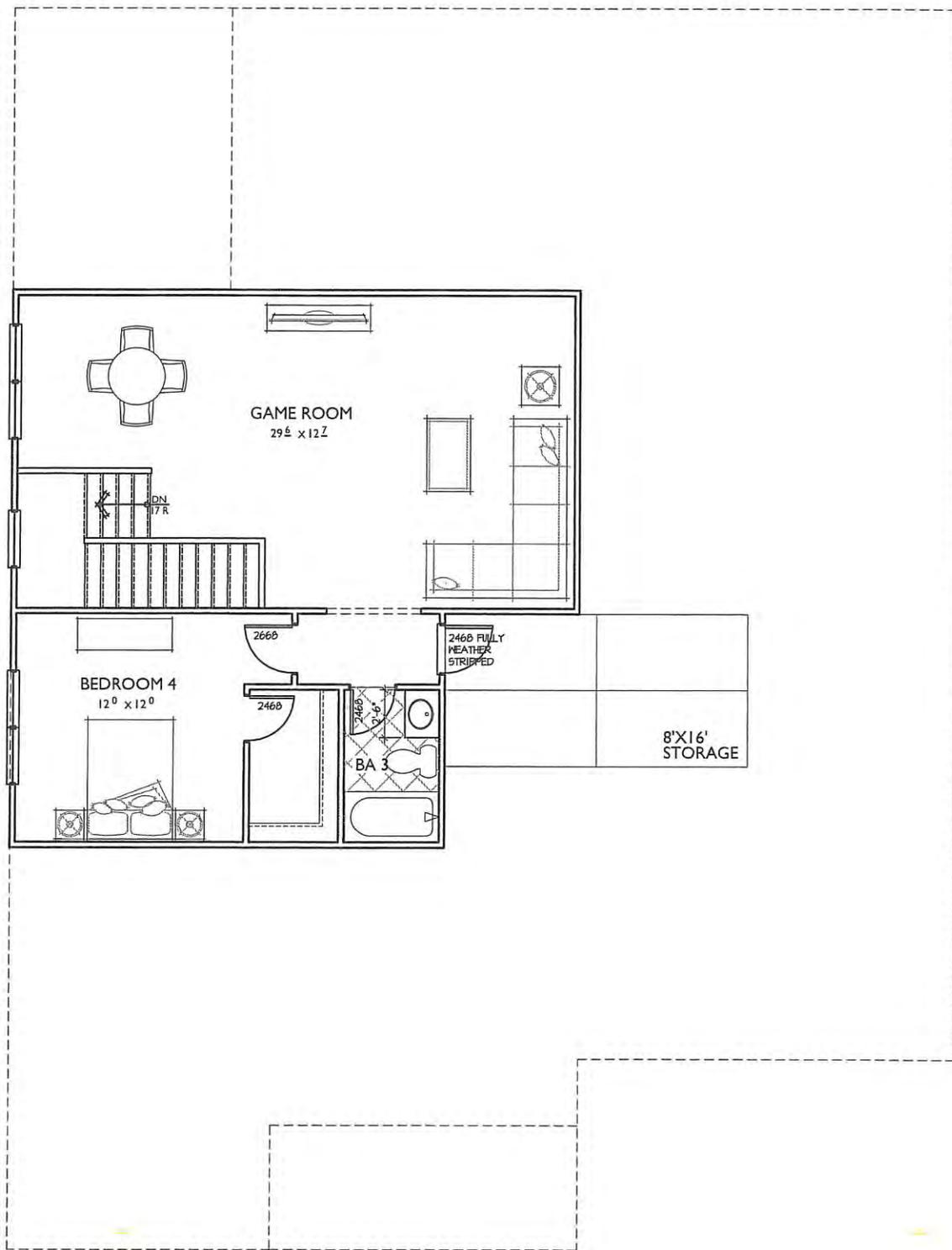
Plan 2251
 “Craftsman” Elevation

07.24.15



Plan 2251
"French Country" Elevation

07.24.15



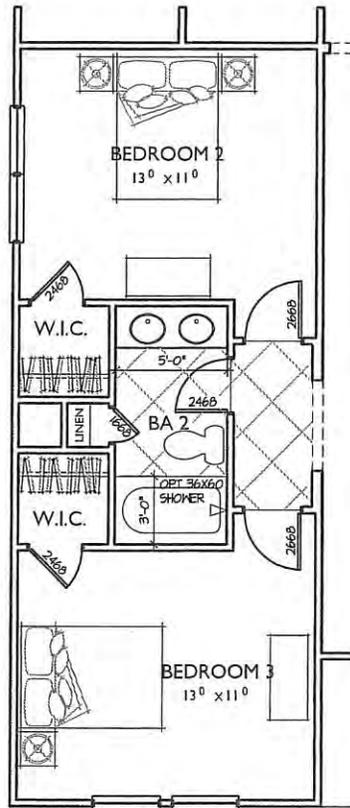
opt second floor

Plan 2366
 scale: 3/16"=1'-0"
 07.21.15 Chicago, IL

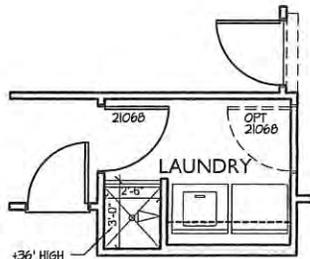
GMD-GA job#
 GMD-GA15043



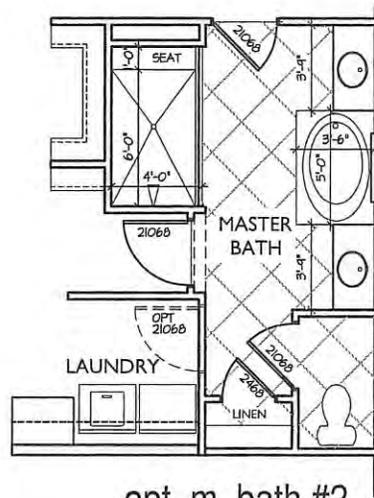
The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.)
 © 2015 gmdesigngroup of ga, inc.



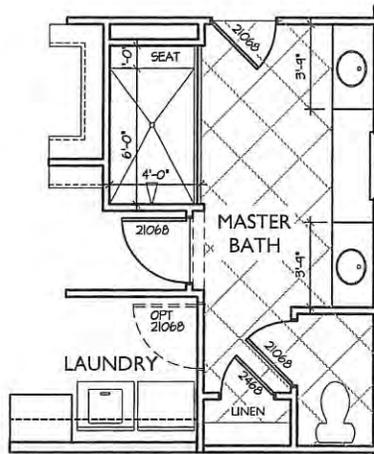
opt. bath 2



opt. puppy shwr



opt. m. bath #2



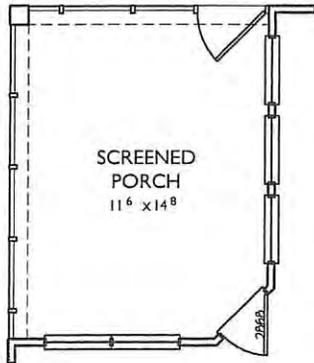
opt. m. bath #1

Plan 2366
 scale: 3/16"=1'-0"
 07.21.15 Chicago, IL

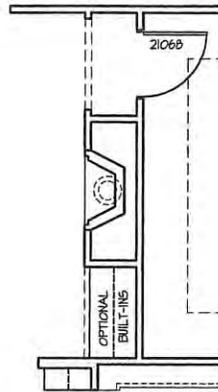
GMD-GA job#
 GMD-GA15043



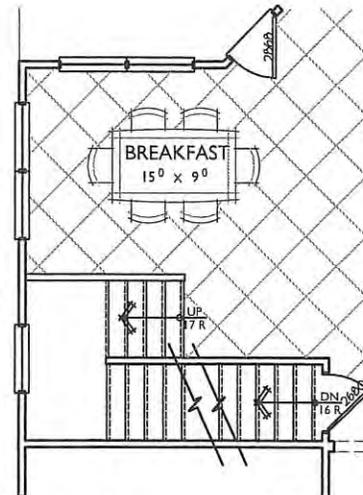
The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan charges, etc.)
 © 2015 gmdesigngroup of ga, inc.



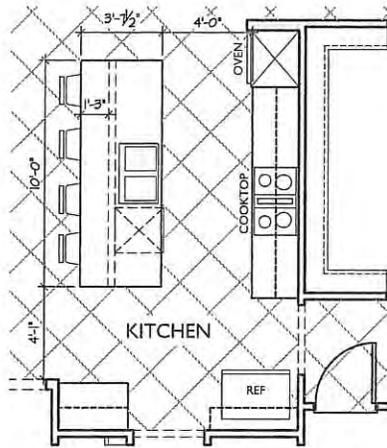
opt screened porch



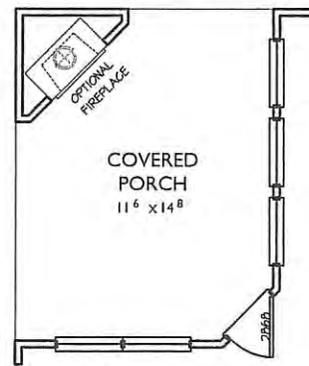
opt fireplace



stairs to opt second floor



opt gourmet kitchen



opt outdoor fireplace

Plan 2366
 scale: 3/16"=1'-0"
 07.21.15 Chicago, IL

GMD-GA job#
 GMD-GA15043

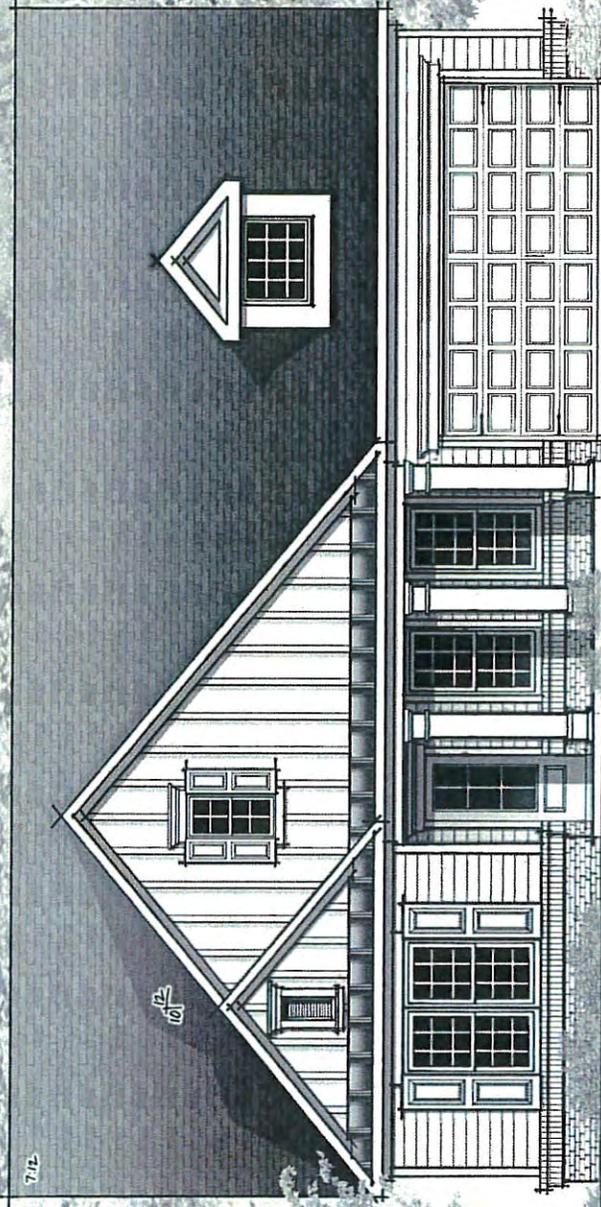


The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.)
 © 2015 gmdesigngroup of ga, inc.



Plan 2366
"Traditional" Elevation

07.24.15



Plan 2366
"Federal" (Siding) Elevation

07.24.15



Plan 2366
"Federal" (Brick) Elevation

07.24.15



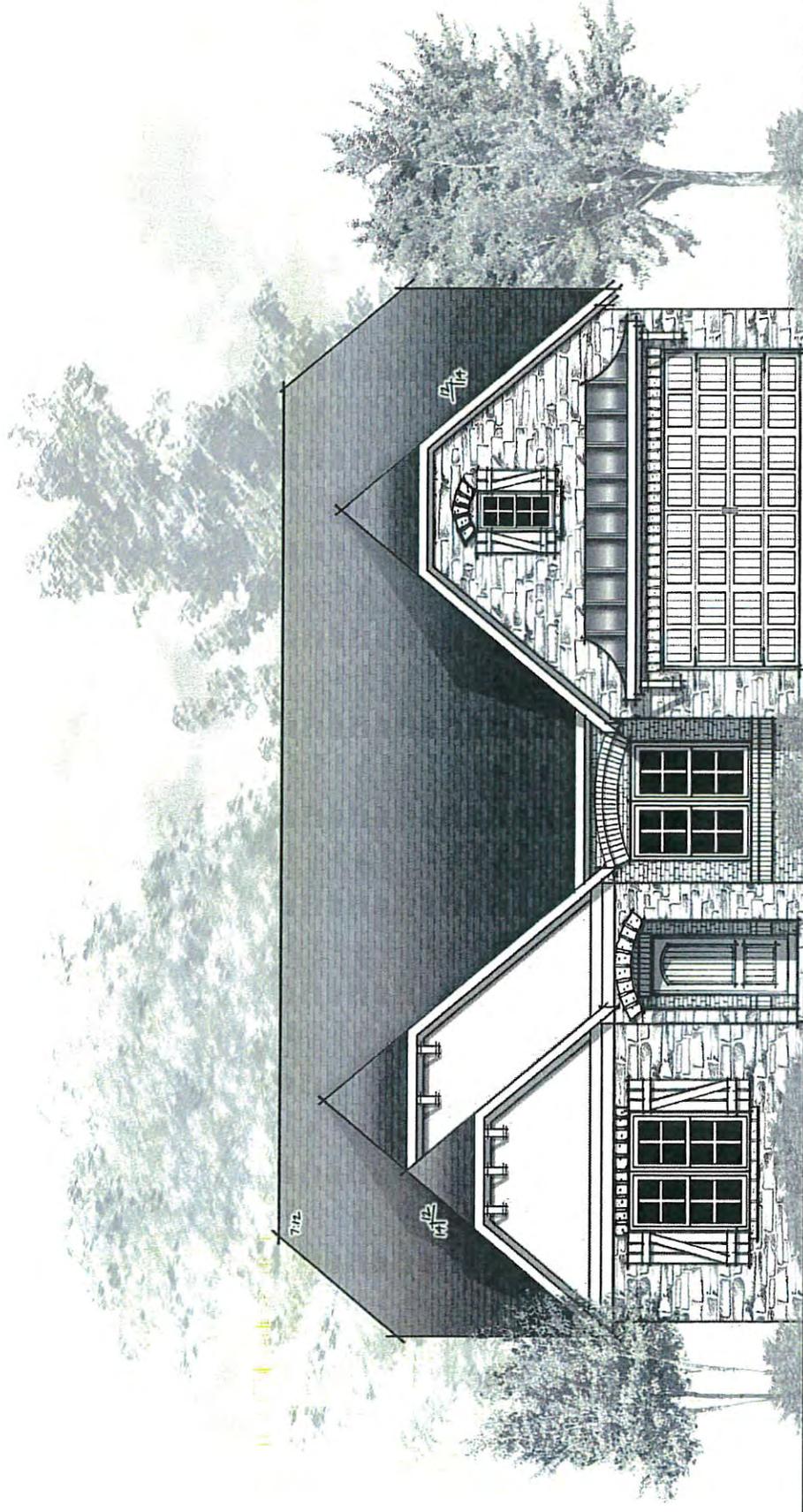
Plan 2366
"Farmhouse" Elevation

07.24.15



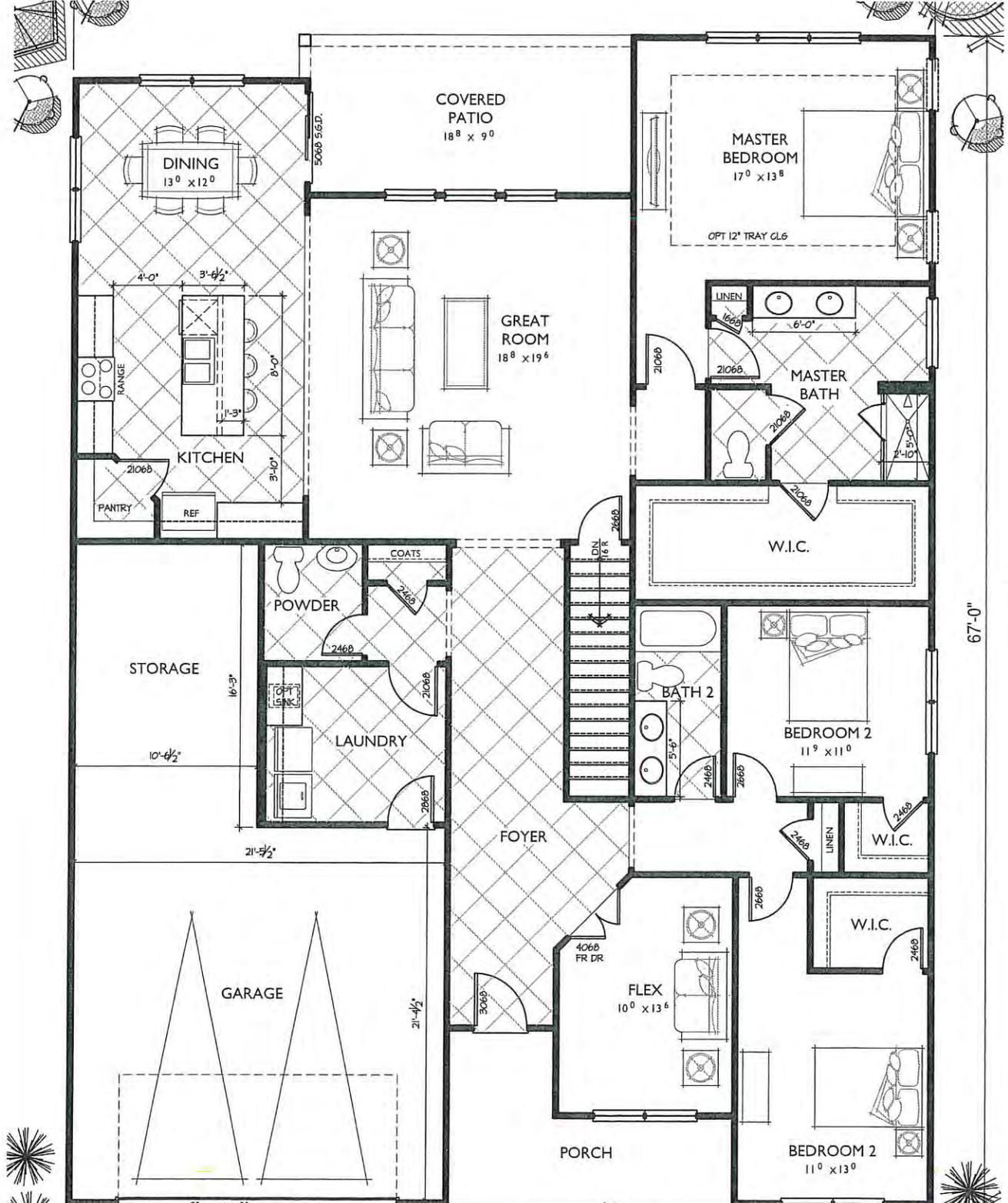
Plan 2366
"Craftsman" Elevation

07.24.15



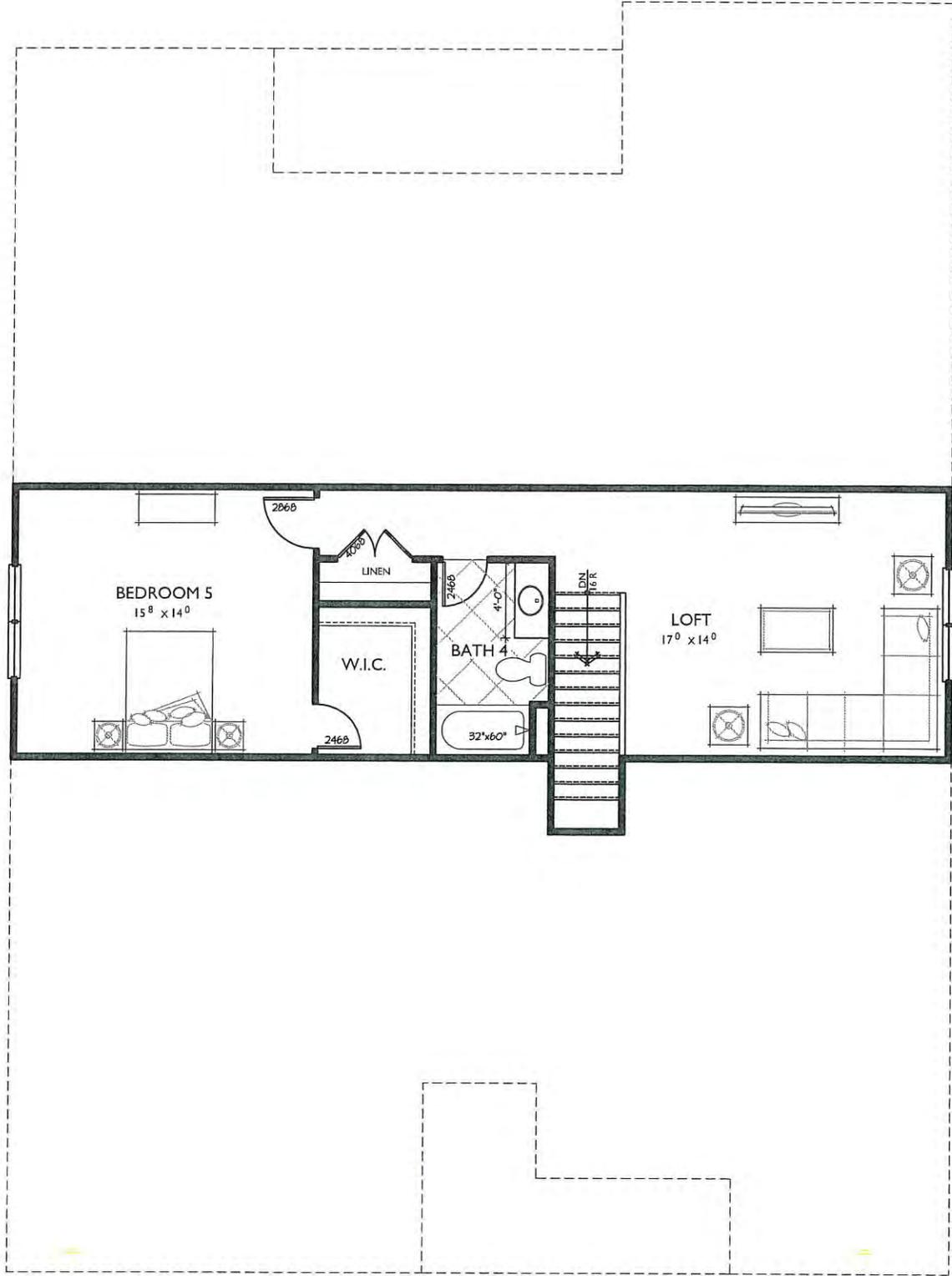
Plan 2366
"French Country" Elevation

07.24.15



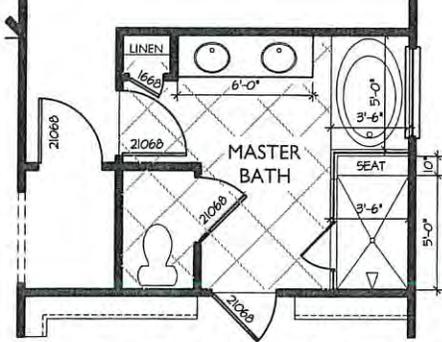
first floor
 area calc:
 ffl: 2386 sq ft
 total: 2386 sq ft
 plates: 1st = 9'-1"

Plan 2386
 scale: 3/16"=1'-0"
 07.21.15 Chicago, IL.

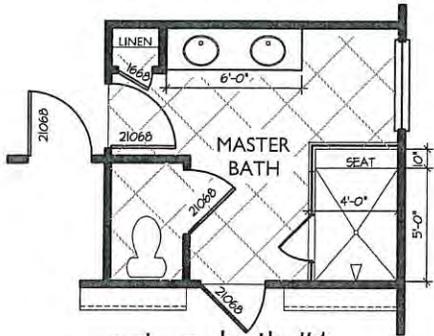


optional second floor
+698 sq ft

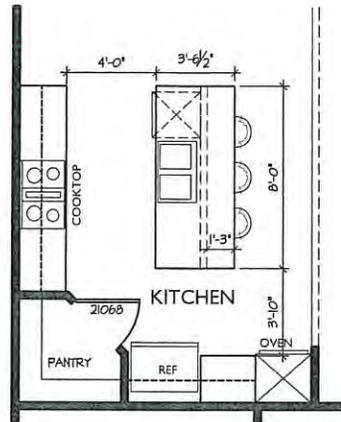
Plan 2386
scale: 3/16"=1'-0"
07.21.15 Chicago, IL.



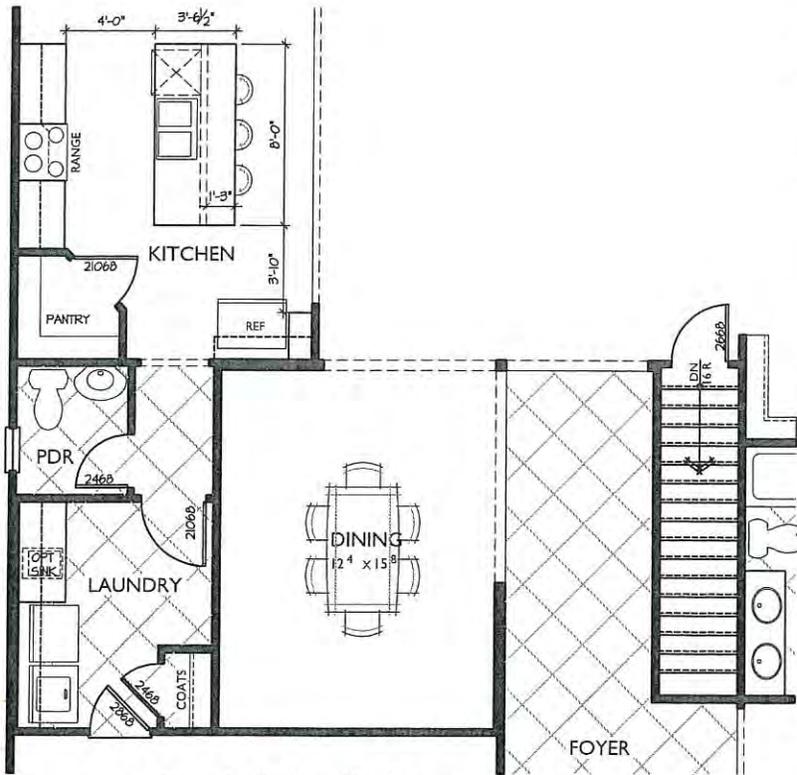
opt. m. bath #2



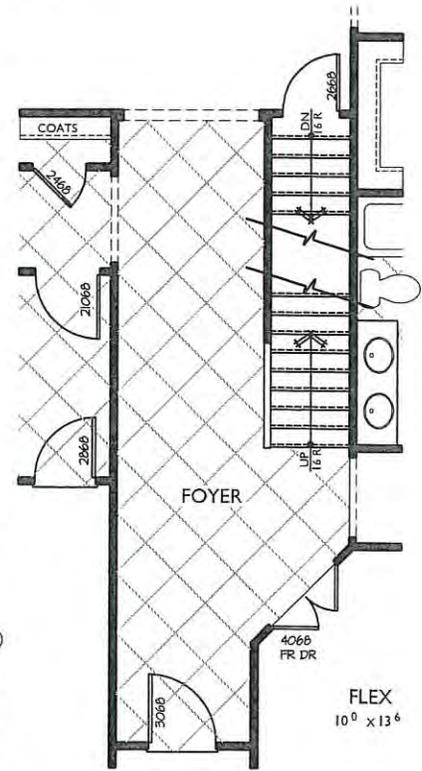
opt. m. bath #1



opt. gourmet kitchen

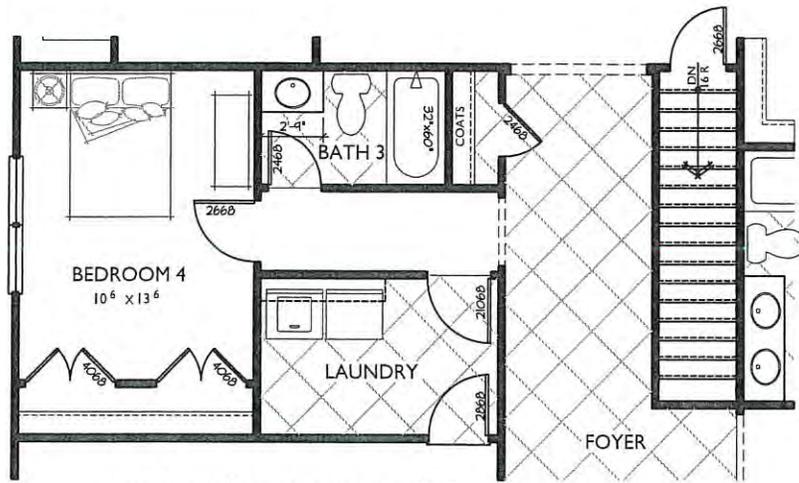


optional dining ILO storage

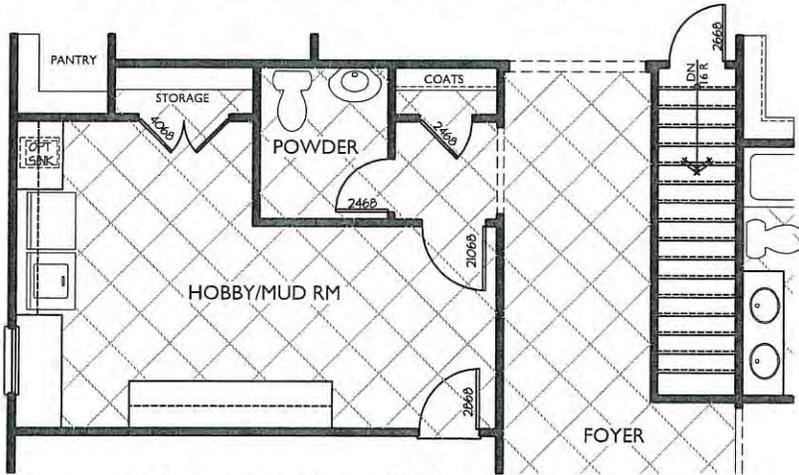


stairs to opt second floor

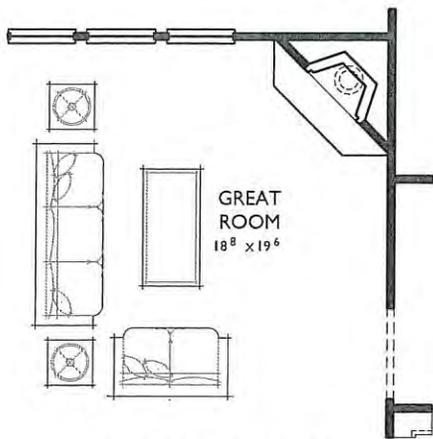
Plan 2386
 scale: 3/16"=1'-0"
 07.21.15 Chicago, IL.



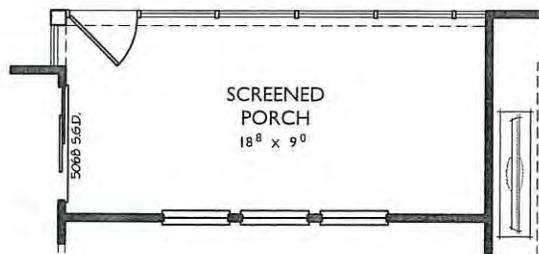
optional bed 4/ba 3 ILO storage



optional hobby rm ILO storage

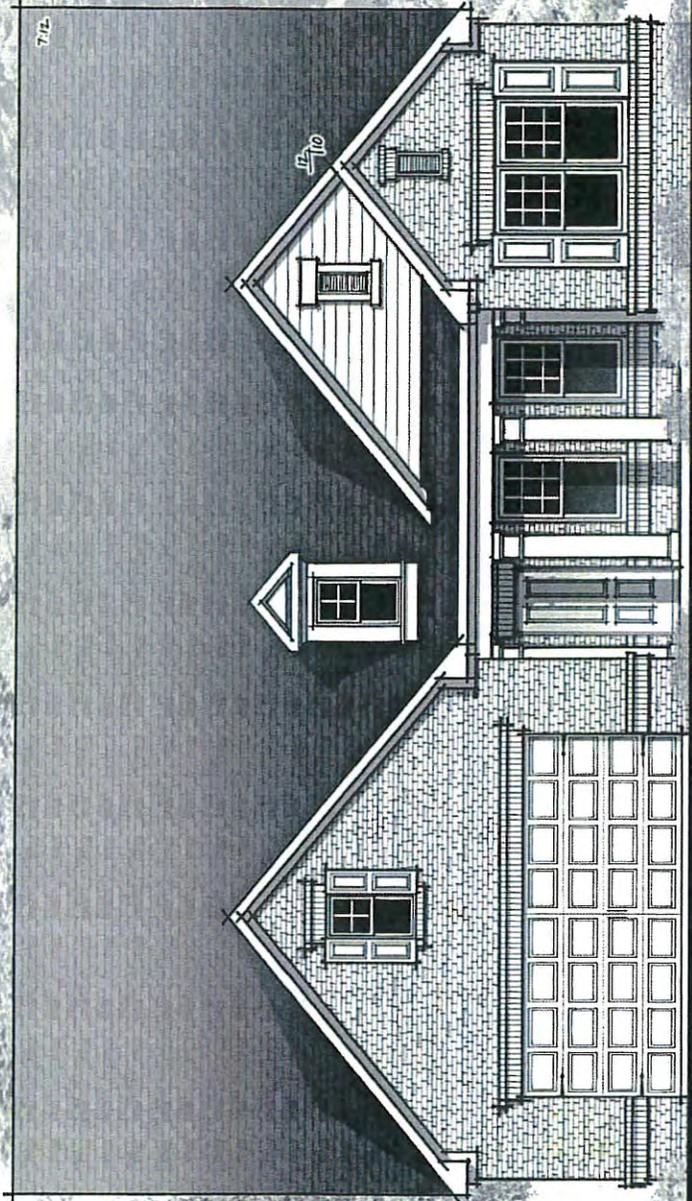


optional fireplace



opt. screened porch

Plan 2386
 scale: 3/16"=1'-0"
 07.21.15 Chicago, IL.



Plan 2386
"Traditional" Elevation

07.24.15



Plan 2386
"Federal" (Siding) Elevation

07.24.15



Plan 2386
"Federal" (Brick) Elevation

07.24.15



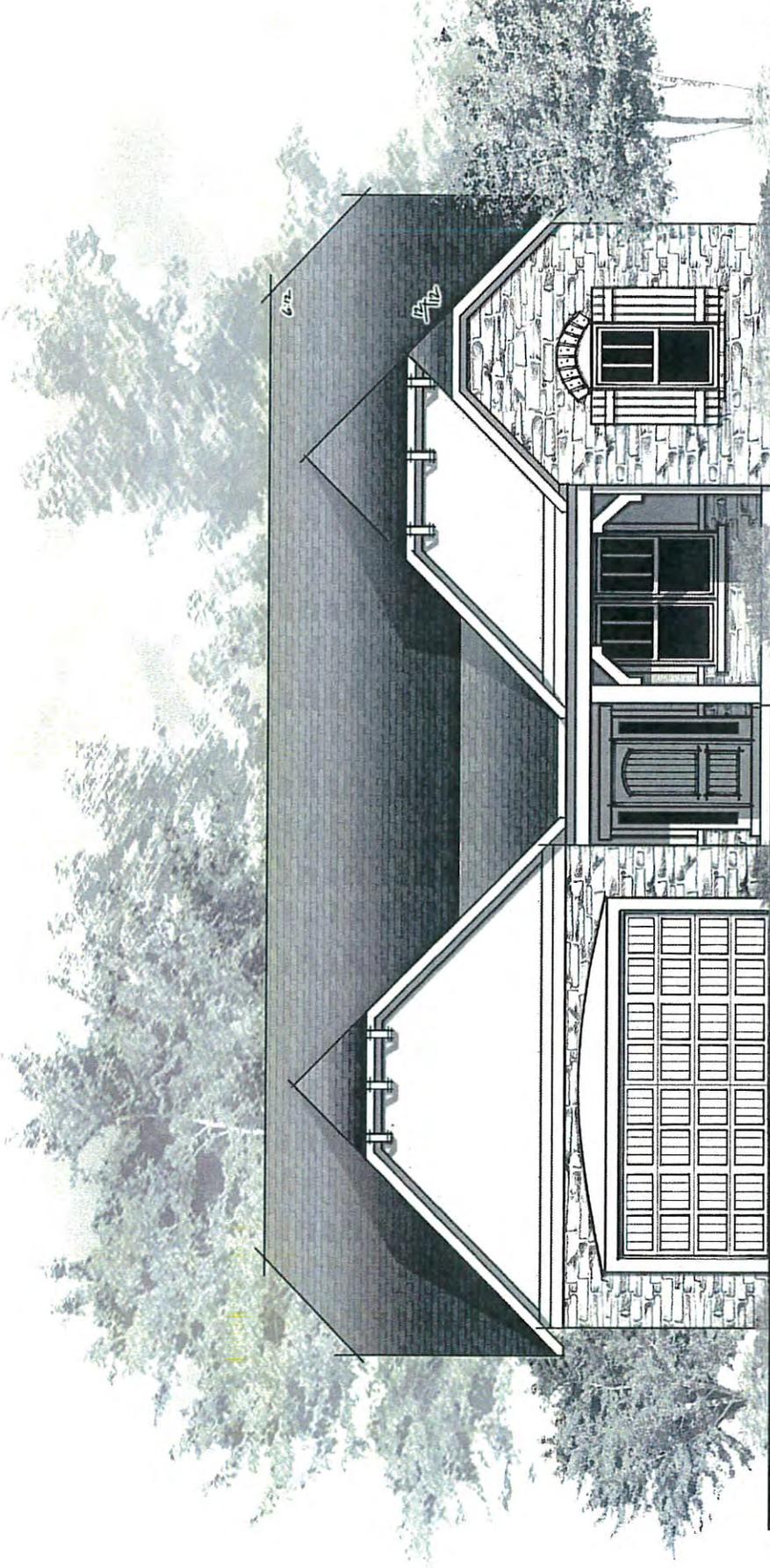
Plan 2386
"Farmhouse" Elevation

07.24.15



Plan 2386
"Craftsman" Elevation

07.24.15

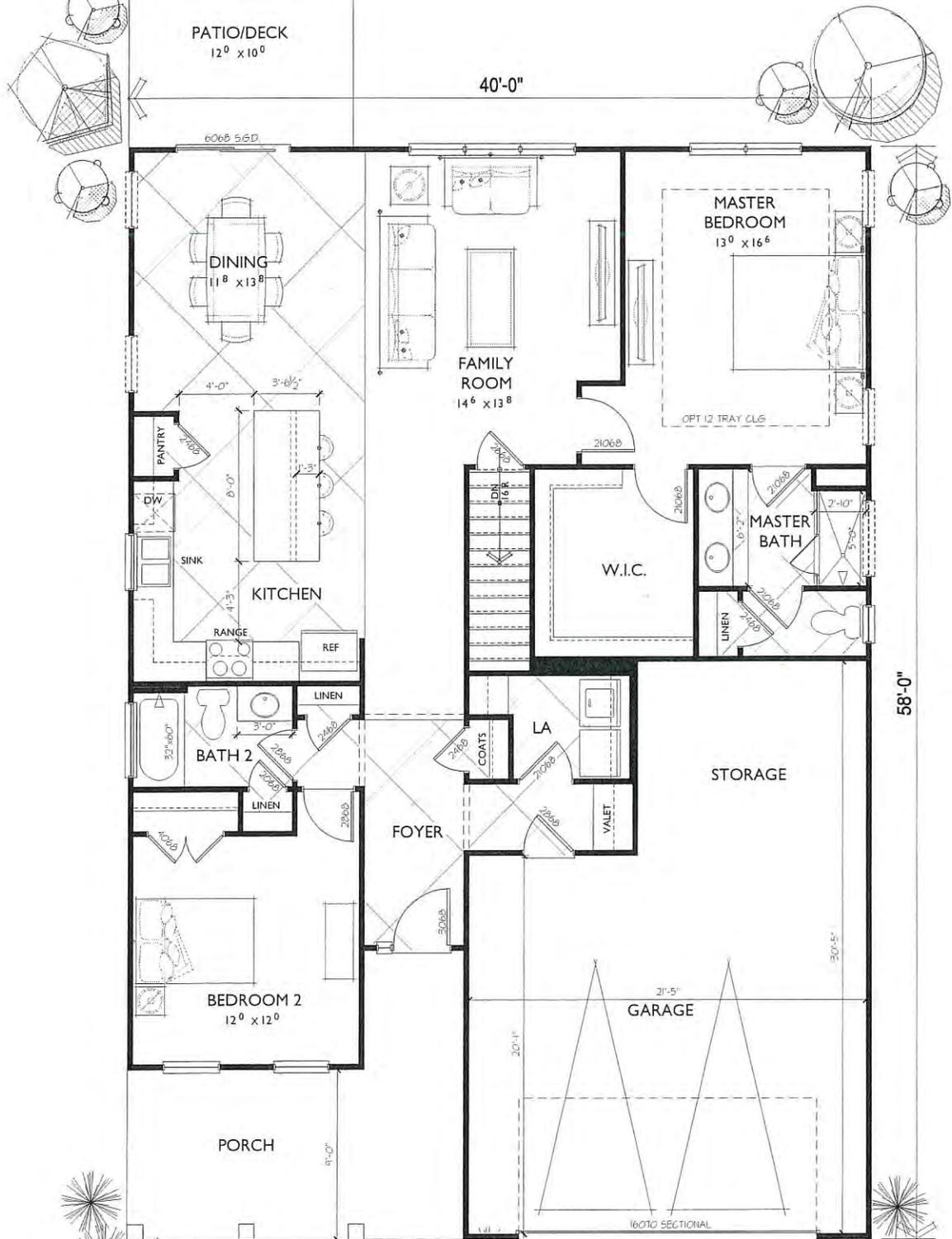


Plan 2386
"French Country" Elevation

07.24.15

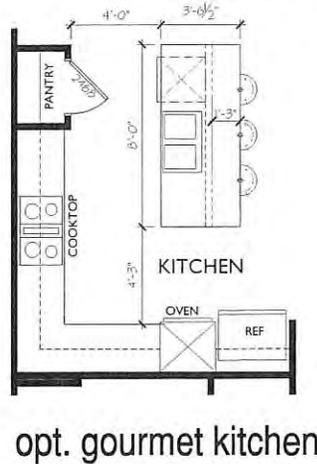
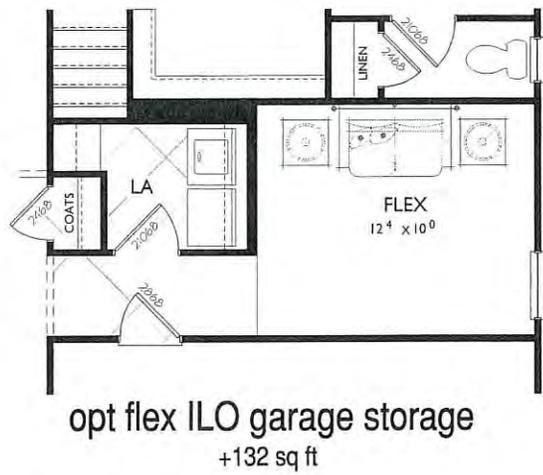
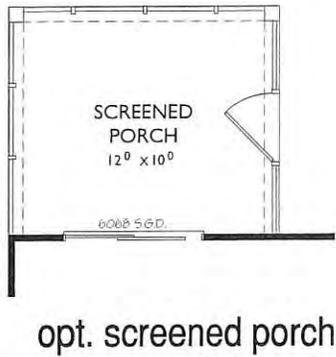
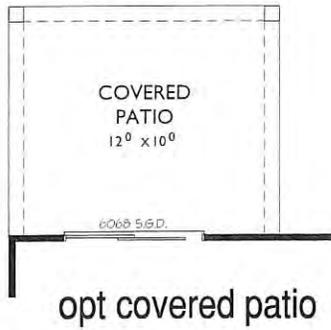
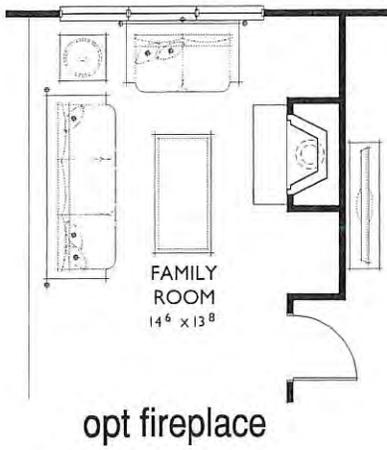
HOUSE PLANS

50 FOOT WIDE LOTS



first floor
 area calc:
 ffl: 1547 sq ft
 total: 1547 sq ft
 plates: 1st = 9'-1"

Plan 1547
 scale: 3/16" = 1'-0"
 01.22.16

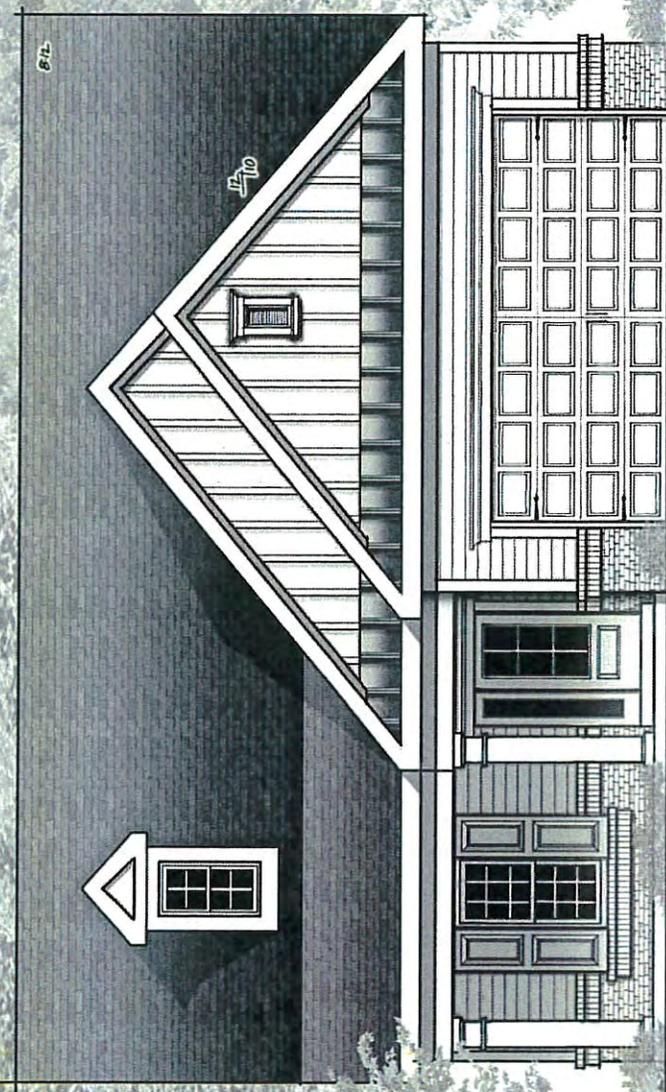


Plan 1547
 scale: 3/16" = 1'-0"
 01.22.16



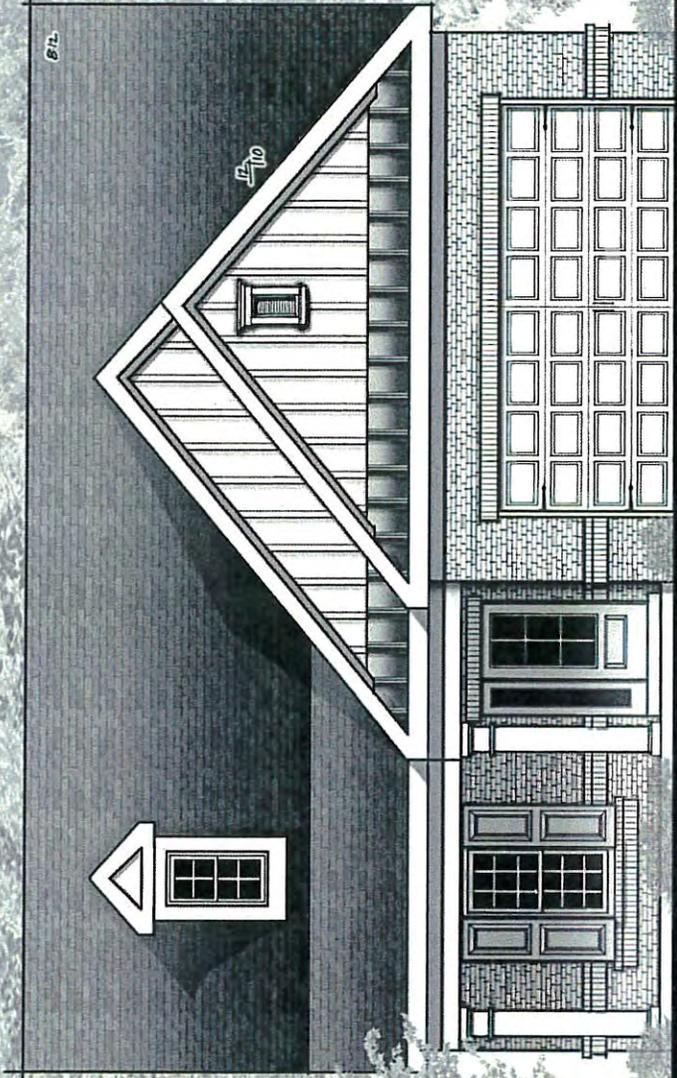
Plan 1547 "Traditional" Elevation

07.23.15



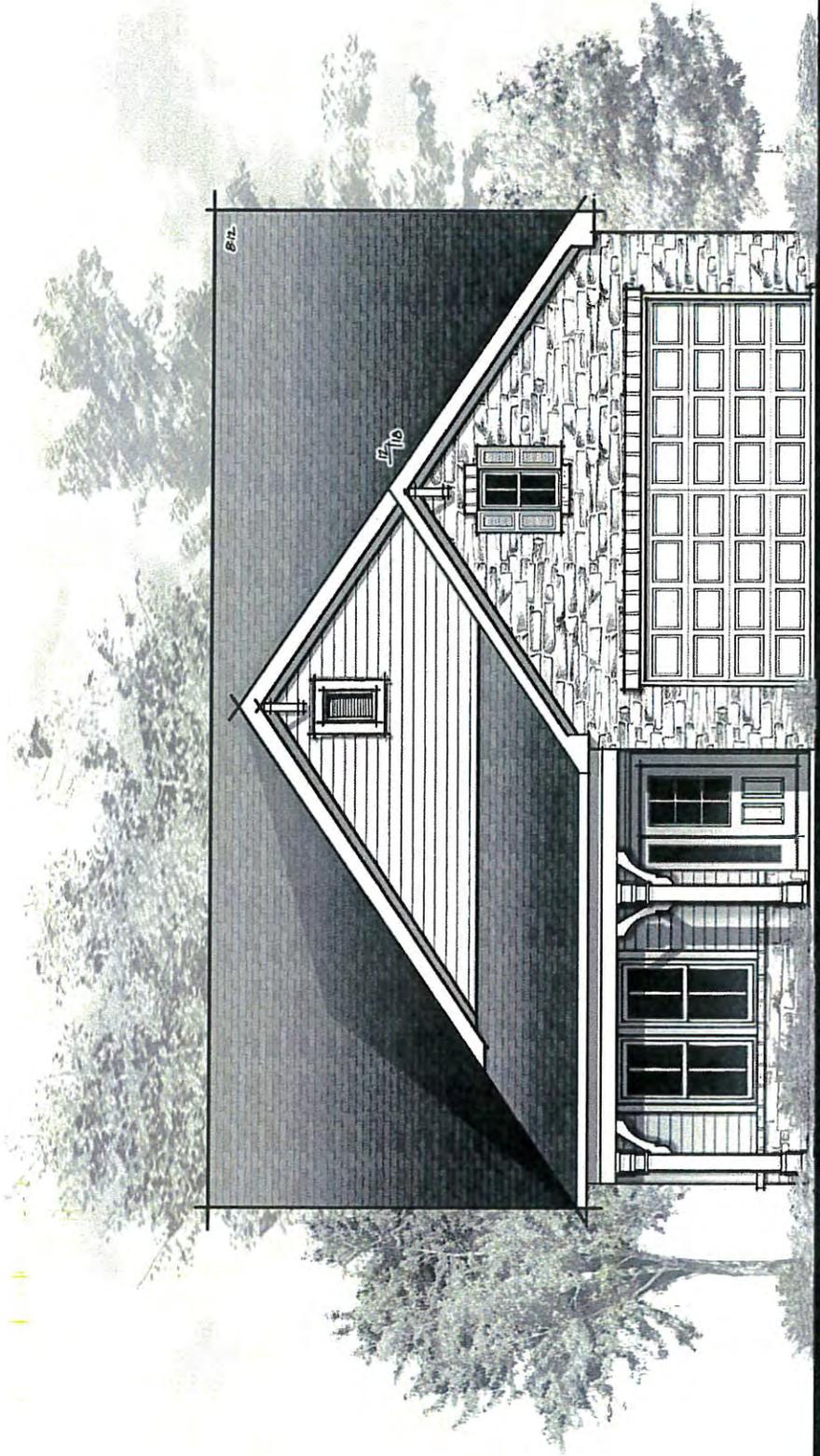
Plan 1547
"Federal" (Siding) Elevation

07.23.15



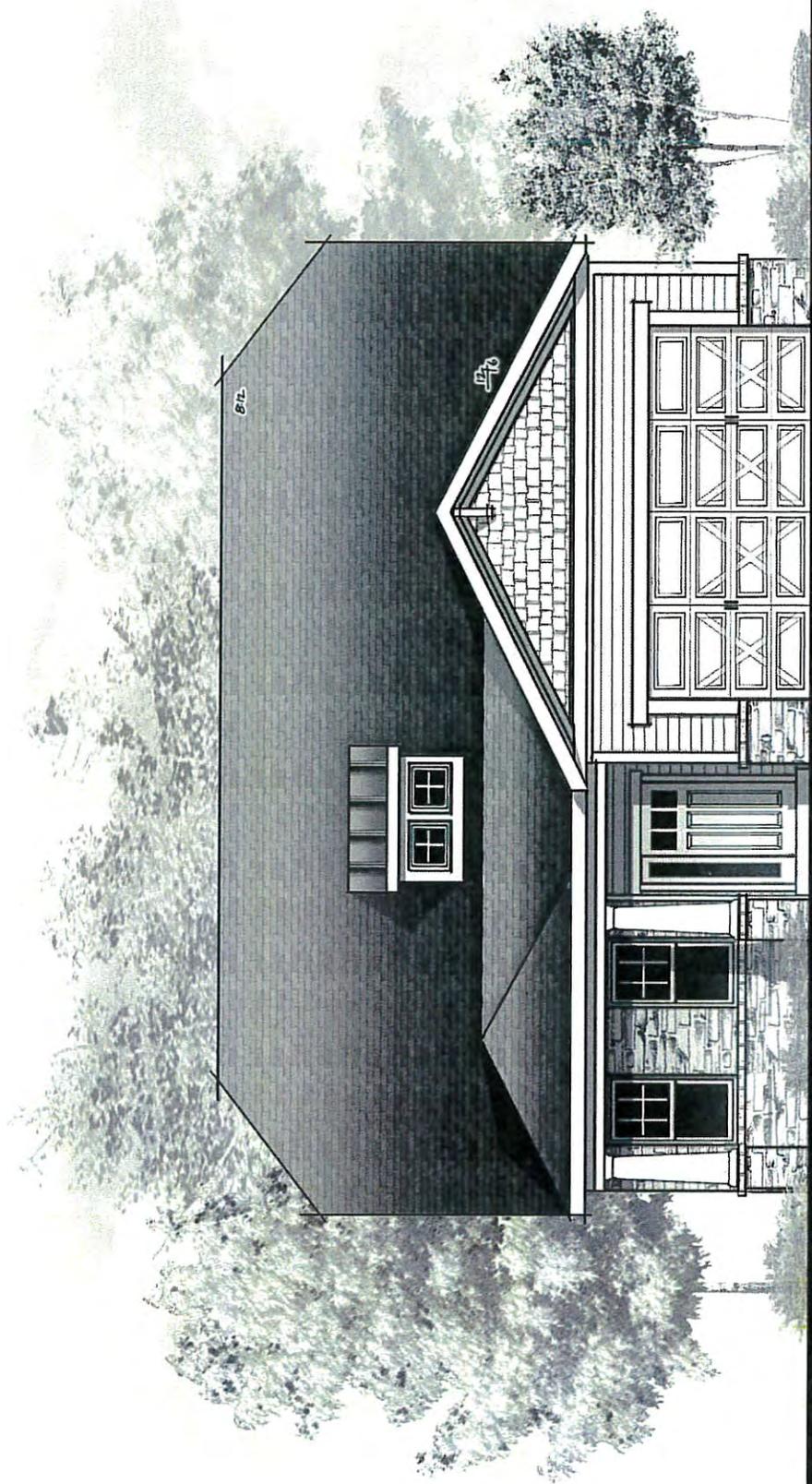
Plan 1547
"Federal" (Brick) Elevation

07.23.15



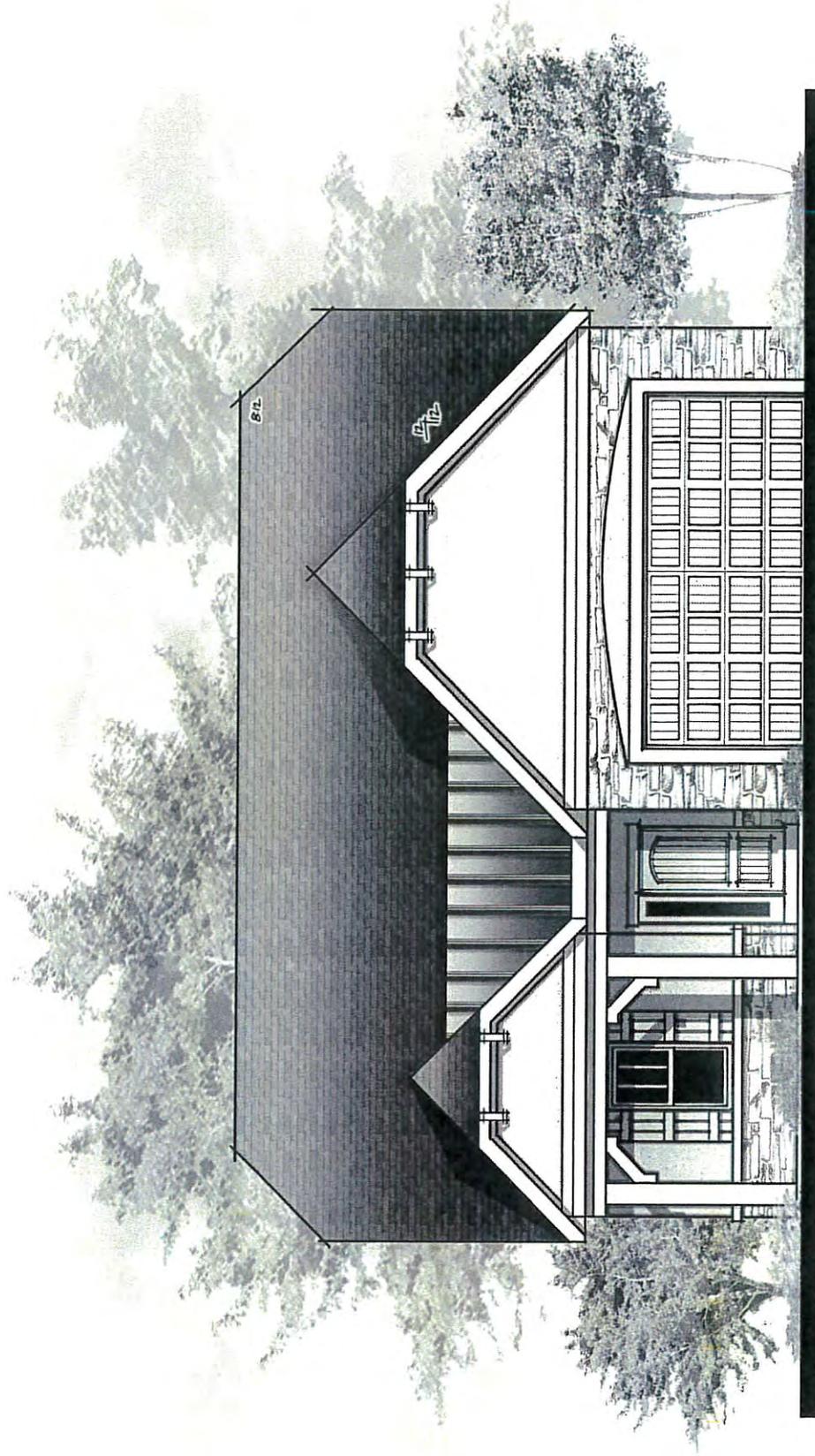
Plan 1547
"Farmhouse" Elevation

07.23.15



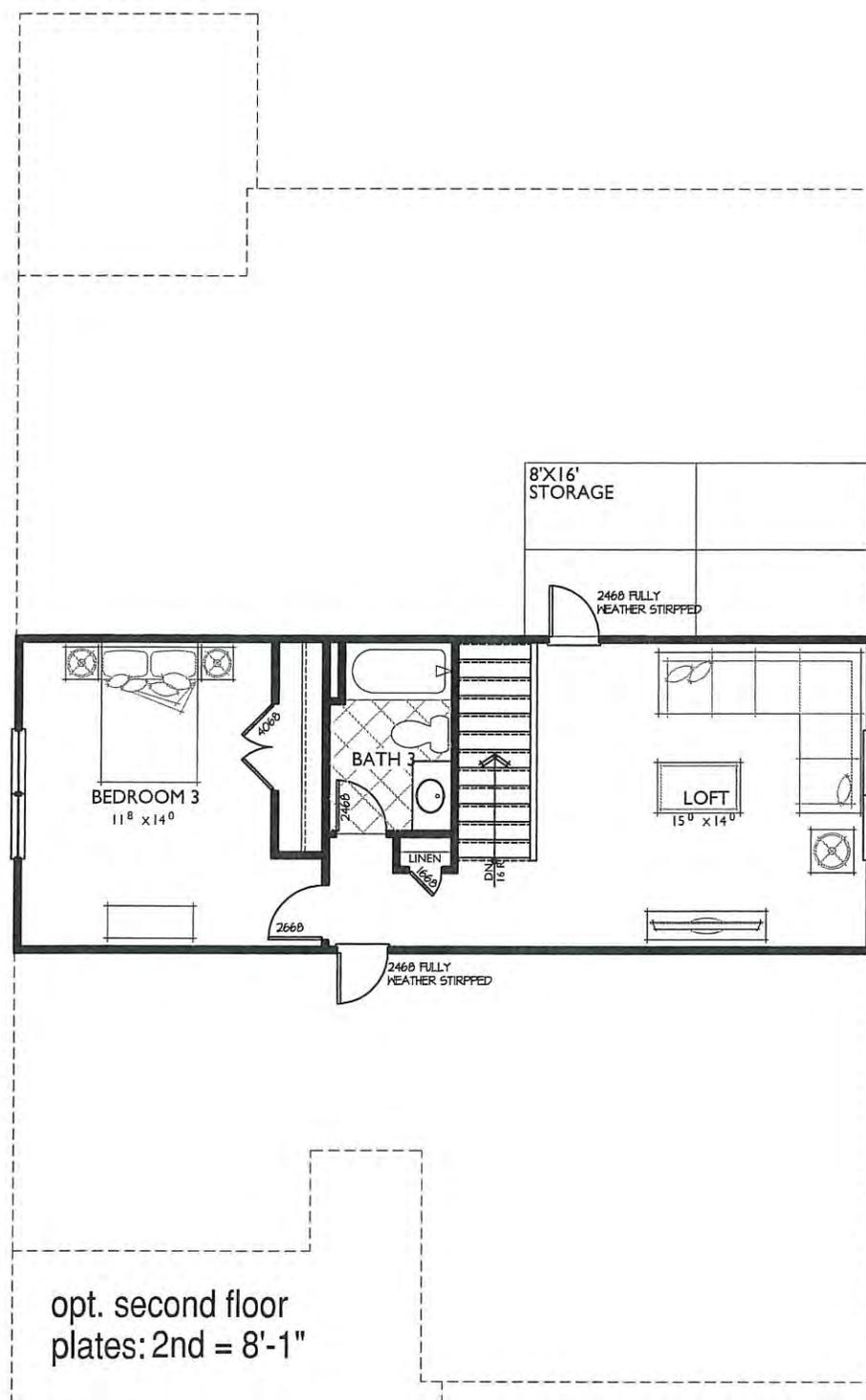
Plan 1547
"Craftsman" Elevation

07.23.15



Plan 1547
“French Country” Elevation

07.23.15

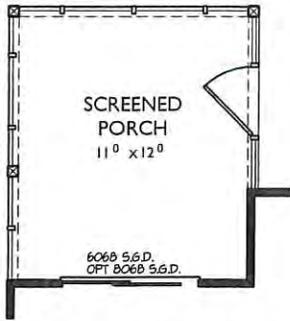


Plan 1577
 scale: 3/16"=1'-0"
 07.17.15 Chicago, IL

GMD-GA job#
 GMD-GA15043



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.)
 © 2014 gmdesigngroup of ga, inc.



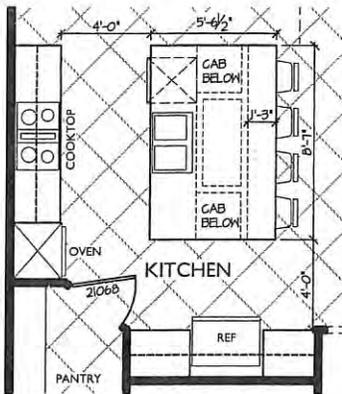
opt. screened porch



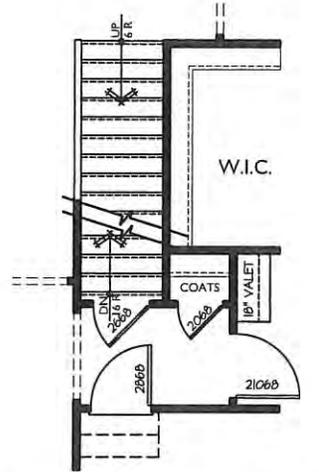
opt. puppy shwr



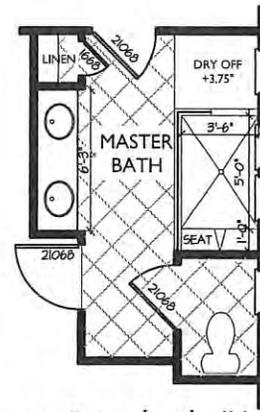
opt. m. bath #2



opt. gourmet kitchen



stairs to opt 2nd floor



opt. m. bath #1



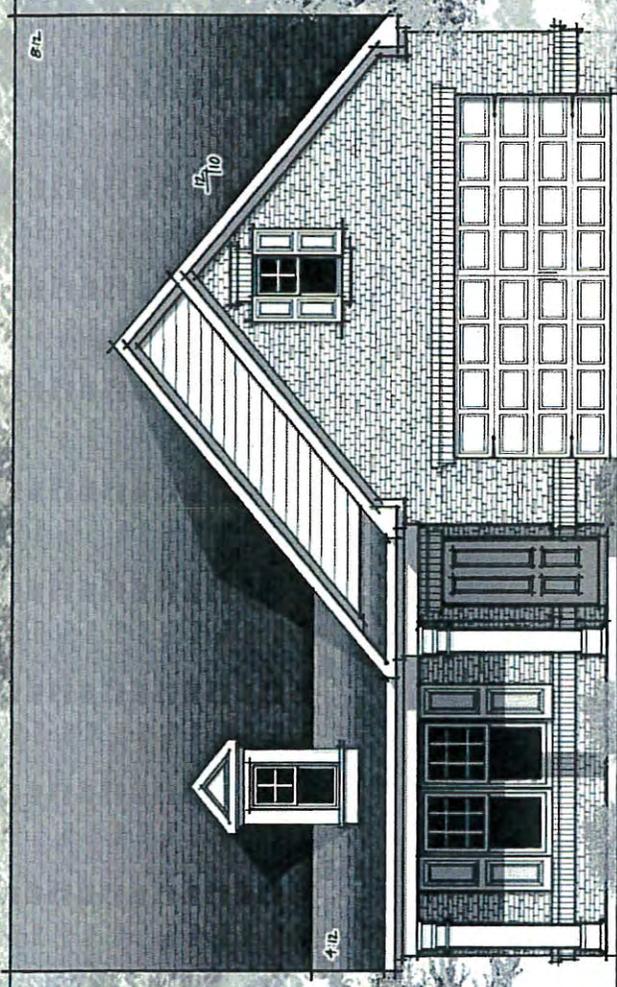
opt. fireplace

Plan 1577
 scale: 3/16"=1'-0"
 07.21.15 Chicago, IL

GMD-GA job#
 GMD-GA15043

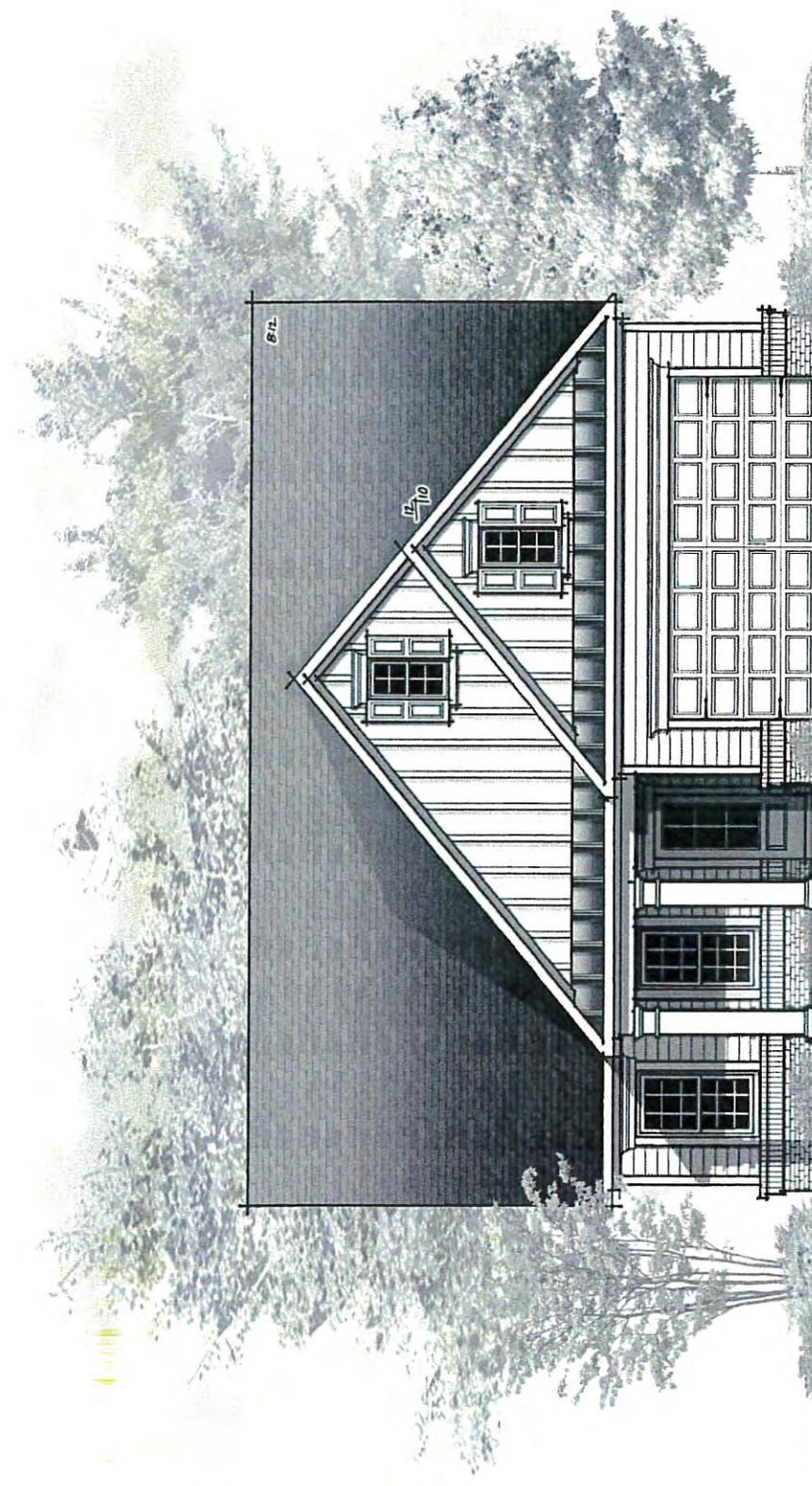


The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.)
 © 2014 gmdesigngroup of ga, inc.



Plan 1577
"Traditional" Elevation

07.24.15

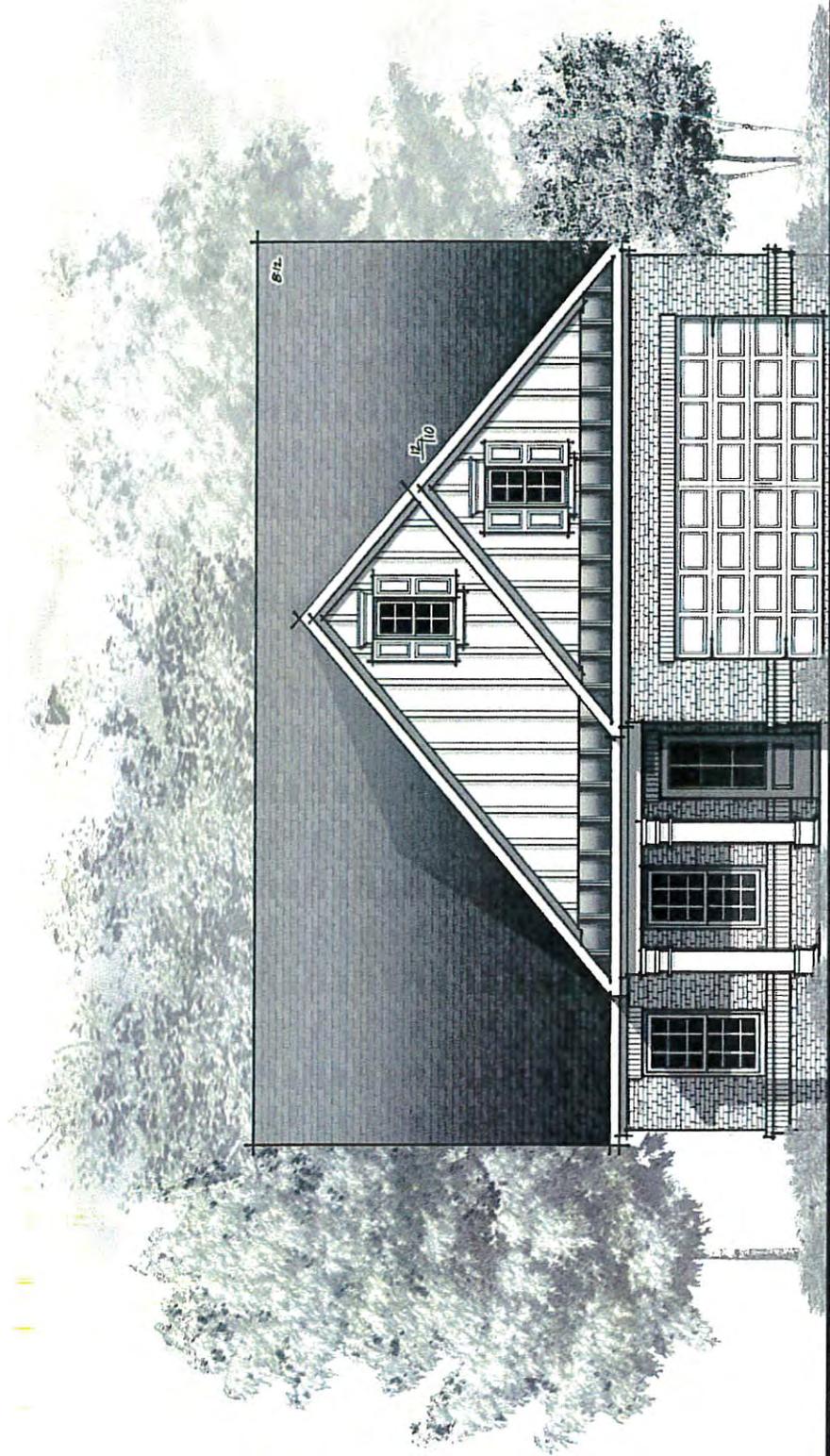


6 ft.

12/10

Plan 1577
"Federal" (Siding) Elevation

07.24.15



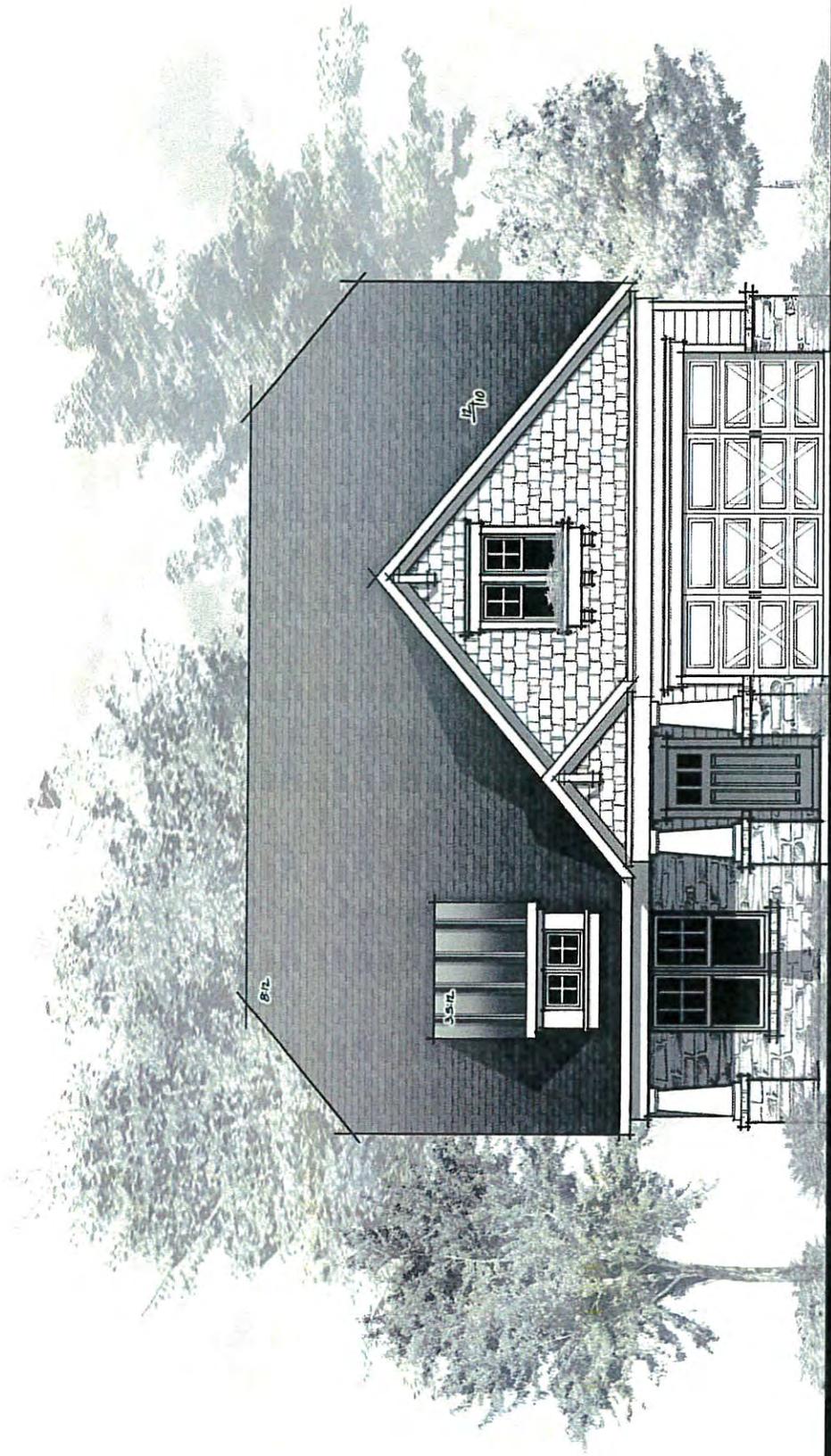
Plan 1577
"Federal" (Brick) Elevation

07.24.15



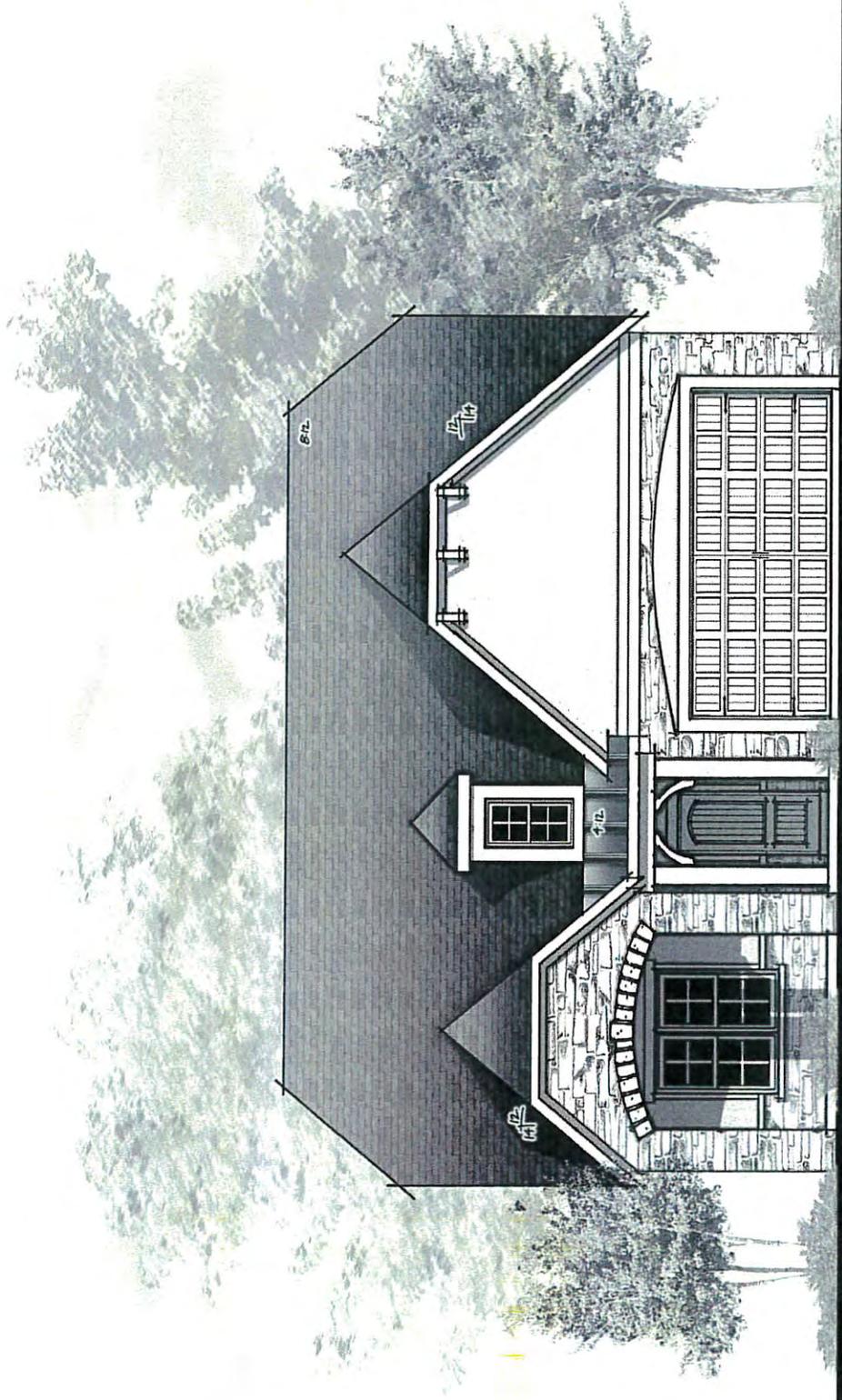
Plan 1577
"Farmhouse" Elevation

07.24.15



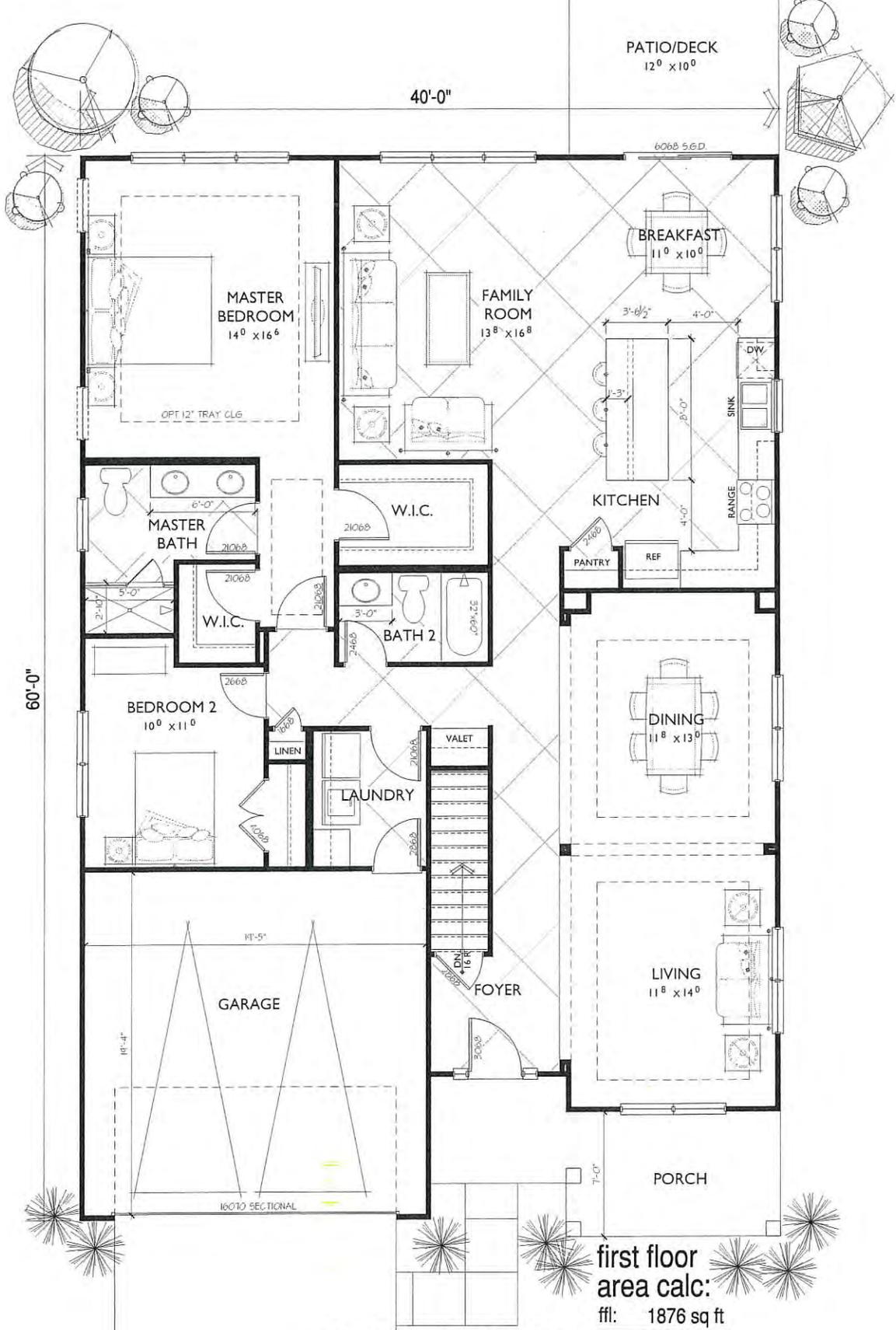
Plan 1577
"Craftsman" Elevation

07.24.15



Plan 1577
"French Country" Elevation

07.24.15



PATIO/DECK
12' x 10'

40'-0"

6068 5.6.D

MASTER
BEDROOM
14' x 16'

FAMILY
ROOM
13' x 16'

BREAKFAST
11' x 10'

OPT 12' TRAY CLG

MASTER
BATH

W.I.C.

KITCHEN

W.I.C.

BATH 2

BEDROOM 2
10' x 11'

LAUNDRY

DINING
11' x 13'

GARAGE

FOYER

LIVING
11' x 14'

PORCH

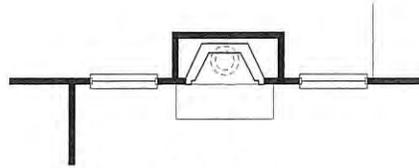
first floor
area calc:

ffl: 1876 sq ft

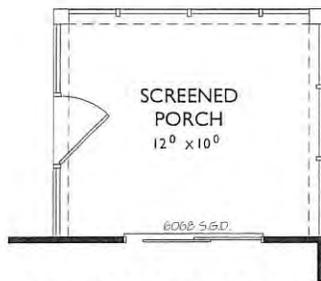
total: 1876 sq ft

plates: 1st = 9'-1"

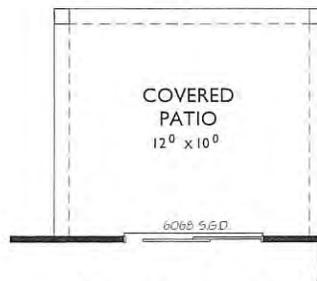
Plan 1876
scale: 3/16" = 1'-0"
01.22.16



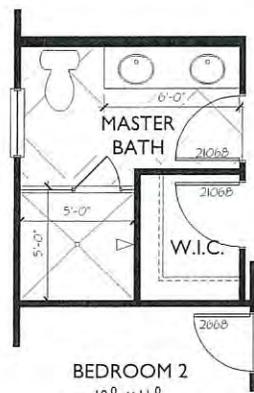
opt fireplace



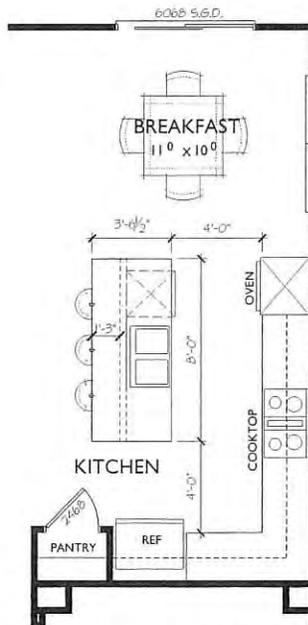
opt. screened porch



opt covered patio

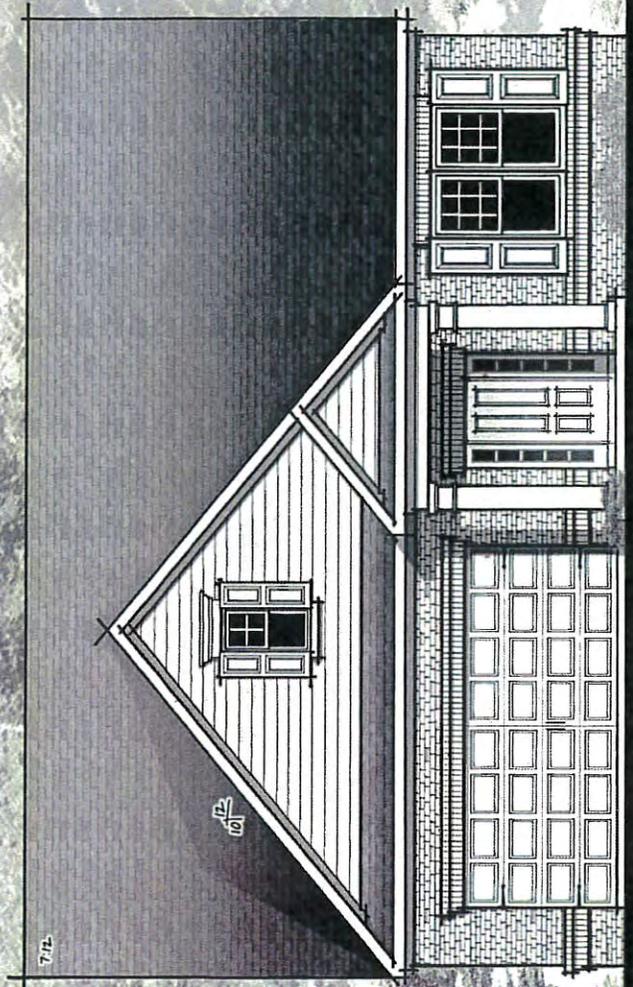


BEDROOM 2
10' x 11'
opt master bath



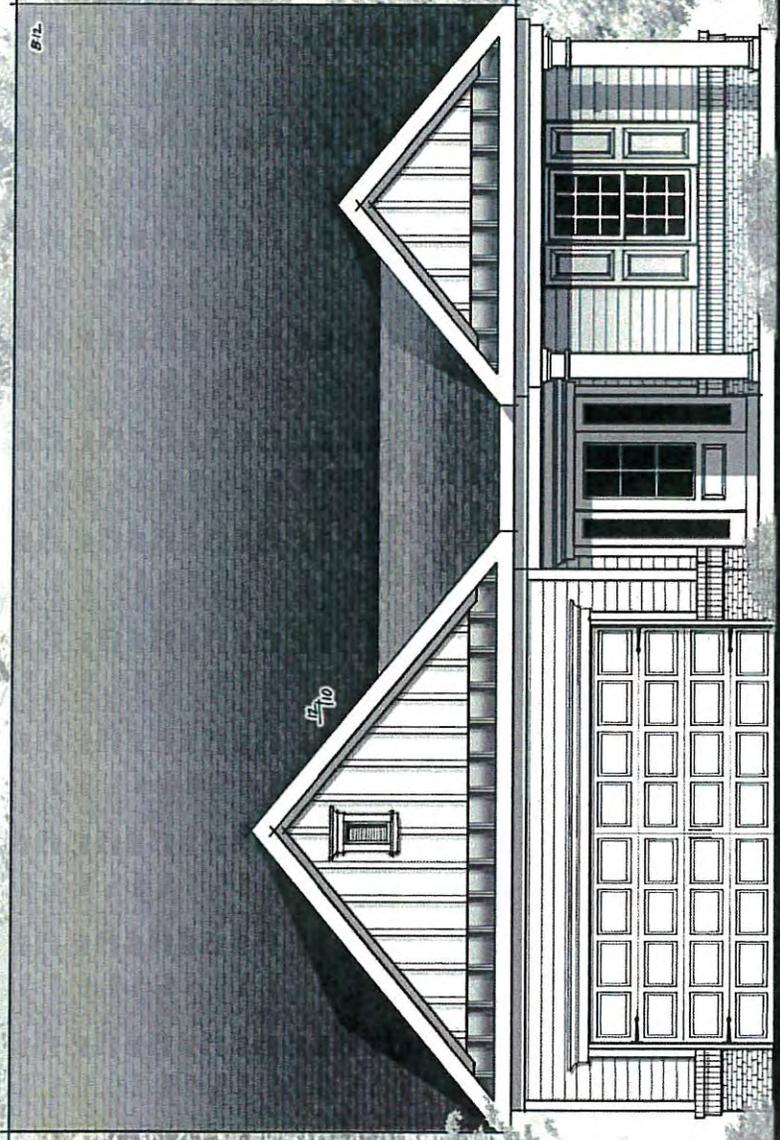
opt gourmet kitchen

Plan 1876
 scale: 3/16" = 1'-0"
 01.22.16



Plan 1876
"Traditional" Elevation

07.23.15



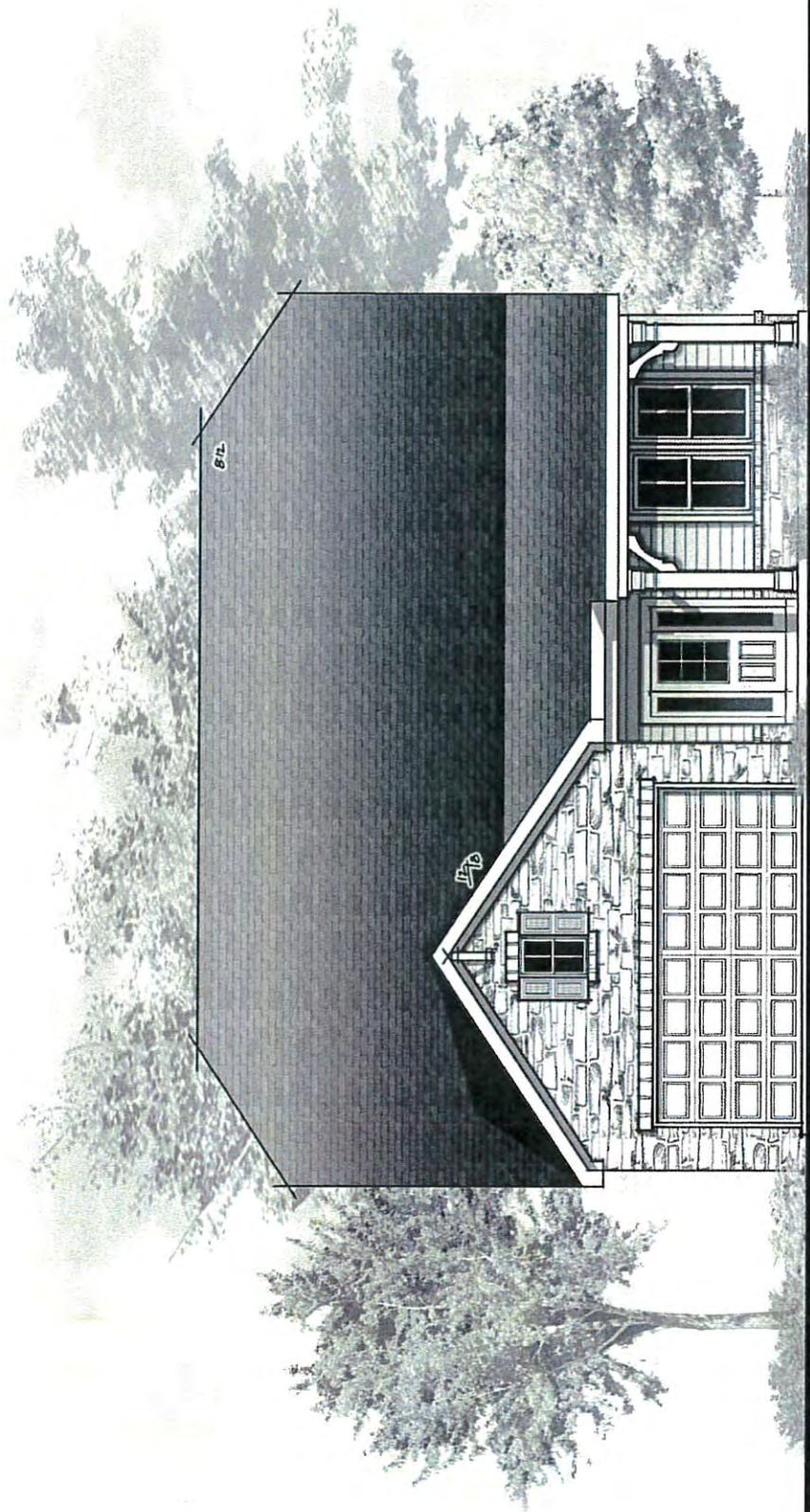
Plan 1876
"Federal" (Siding) Elevation

07.23.15



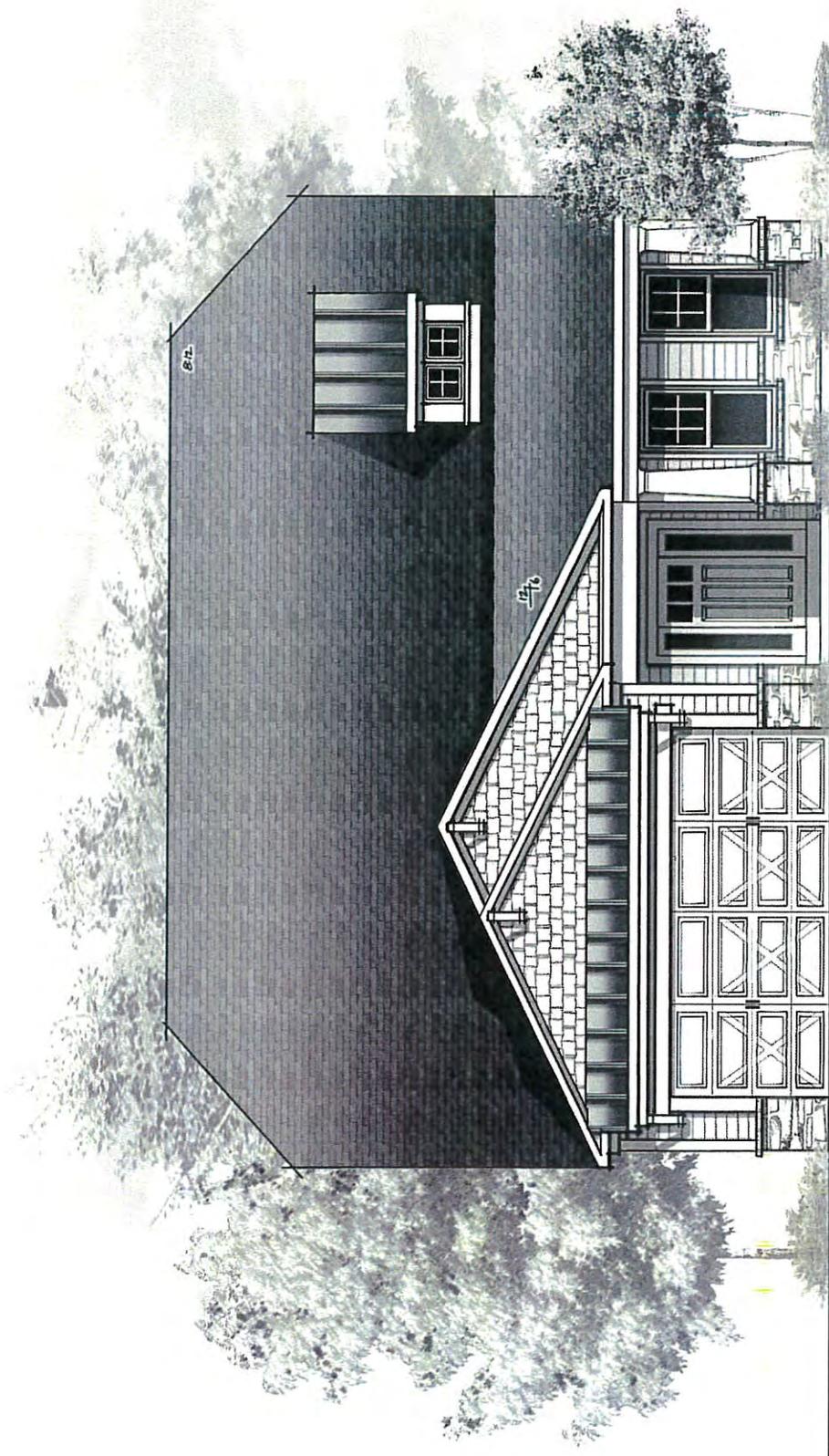
Plan 1876
"Federal" (Brick) Elevation

07.23.15



Plan 1876
"Farmhouse" Elevation

07.23.15



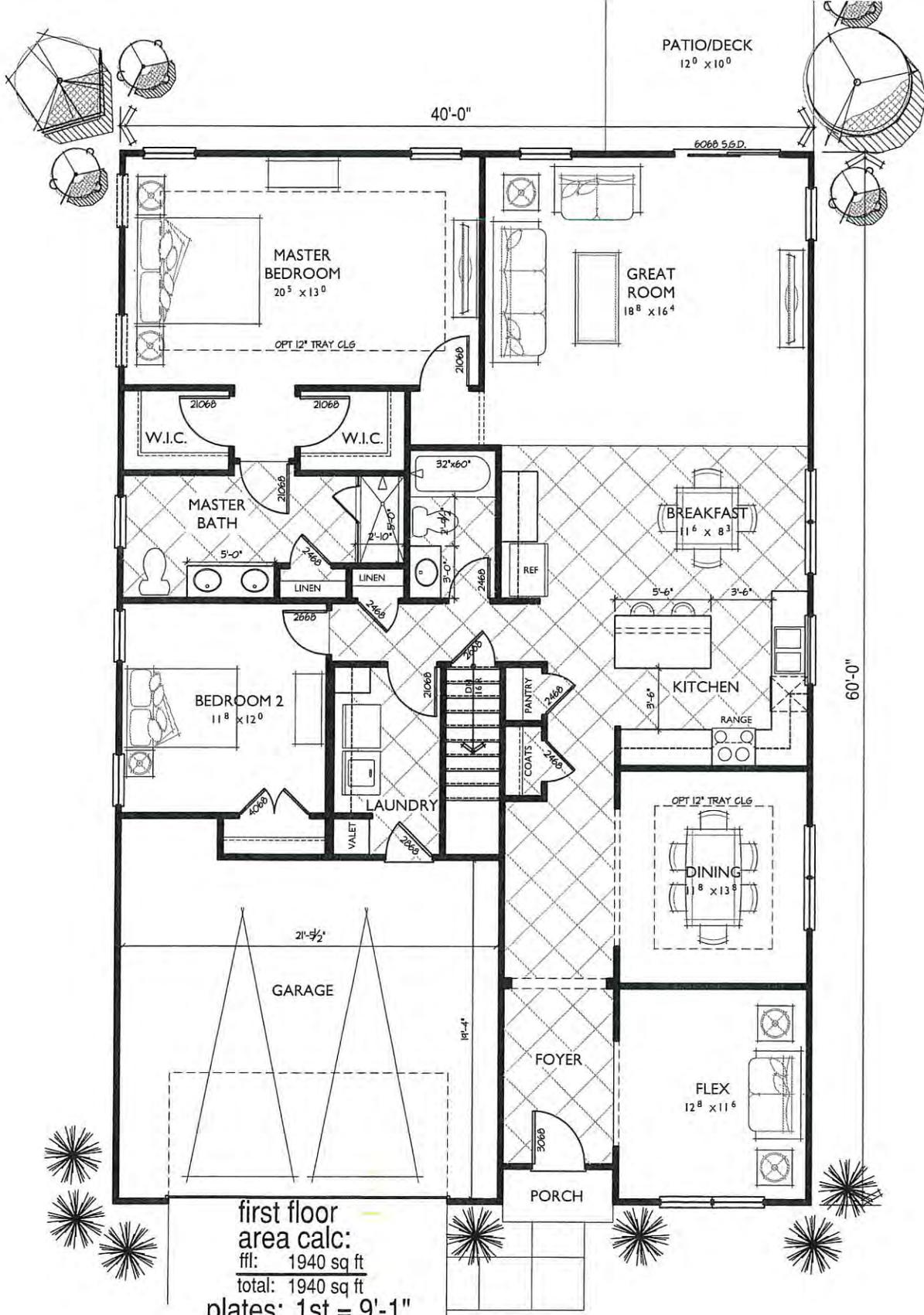
Plan 1876
"Craftsman" Elevation

07.23.15



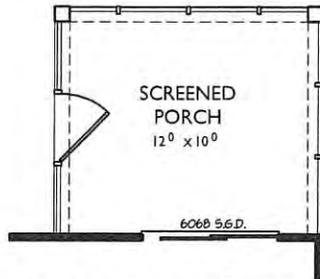
Plan 1876
"French Country" Elevation

07.23.15

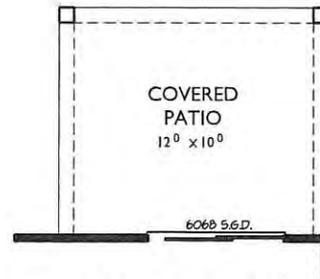


Plan 1940

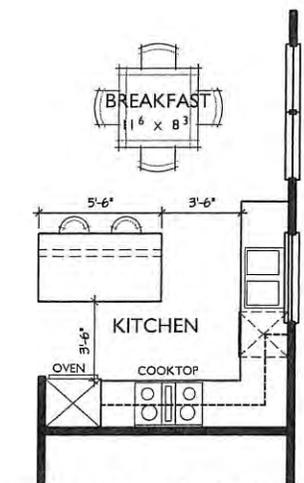
scale: 3/16"=1'-0"
 07.17.15 Chicago, IL.



opt. screened porch



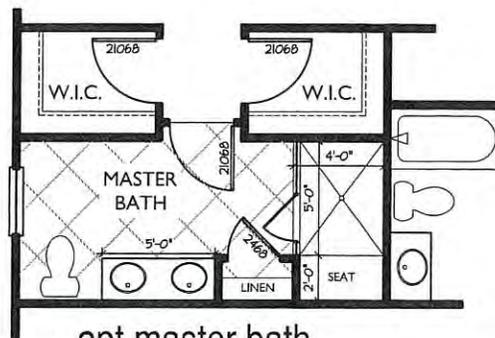
opt covered patio



opt gourmet kitchen



opt fireplace



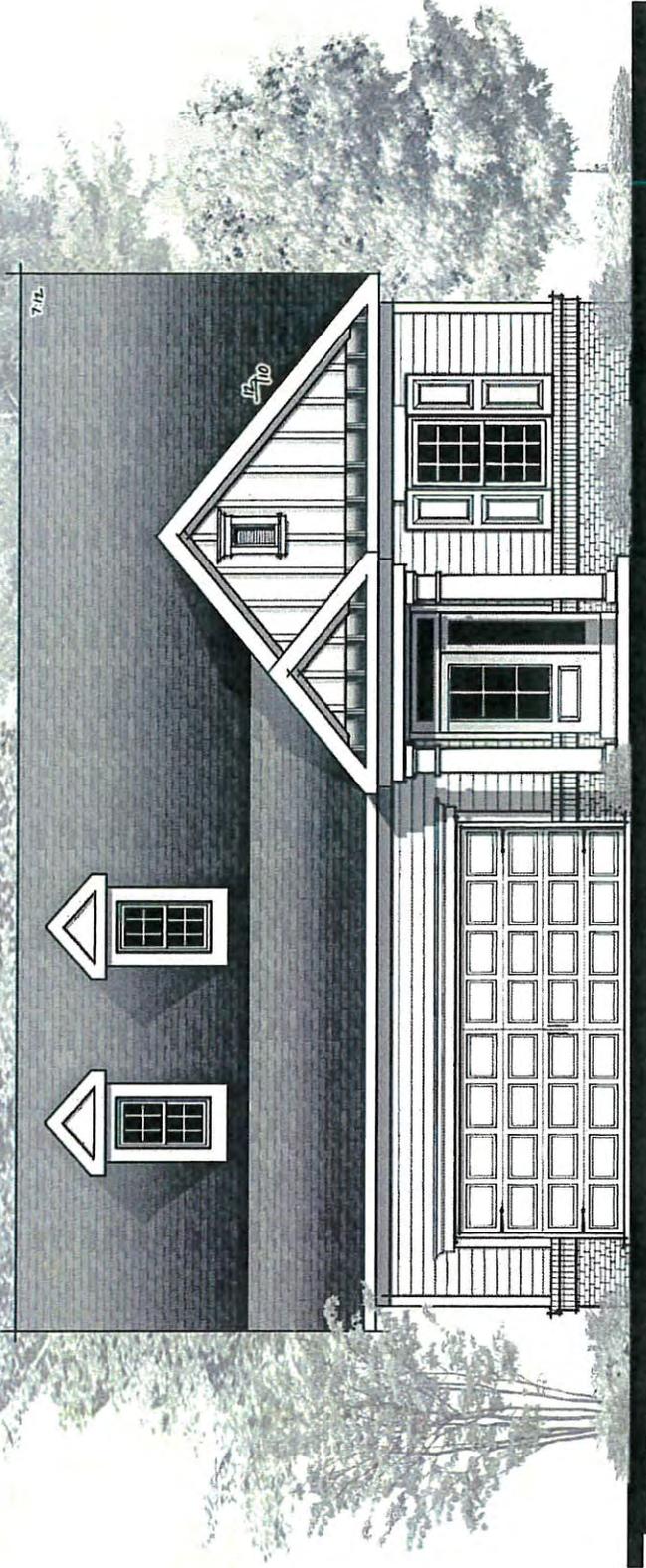
opt master bath

Plan 1940
 scale: 3/16"=1'-0"
 07.17.15 Chicago, IL.



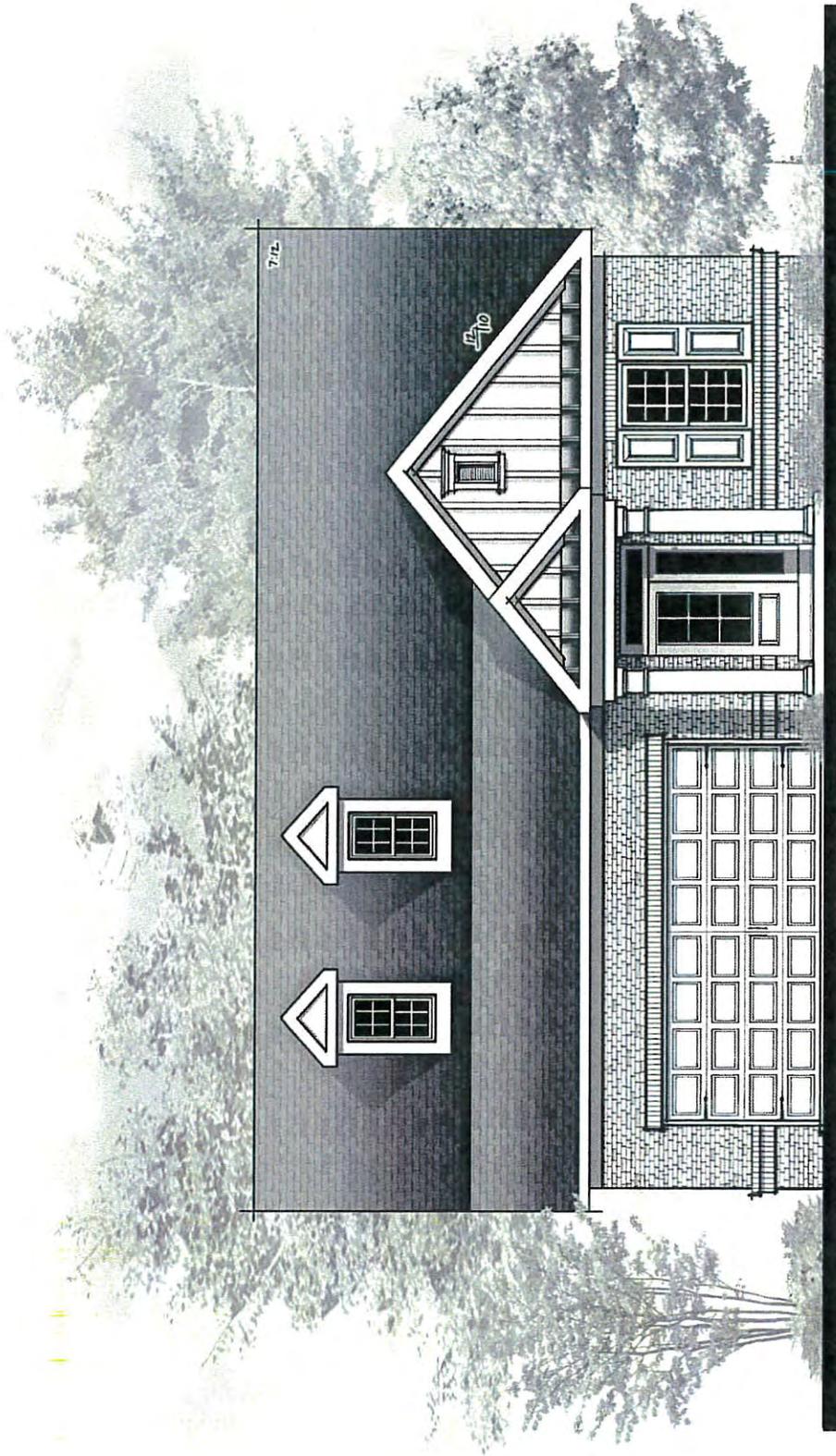
Plan 1940
"Traditional" Elevation

07.23.15



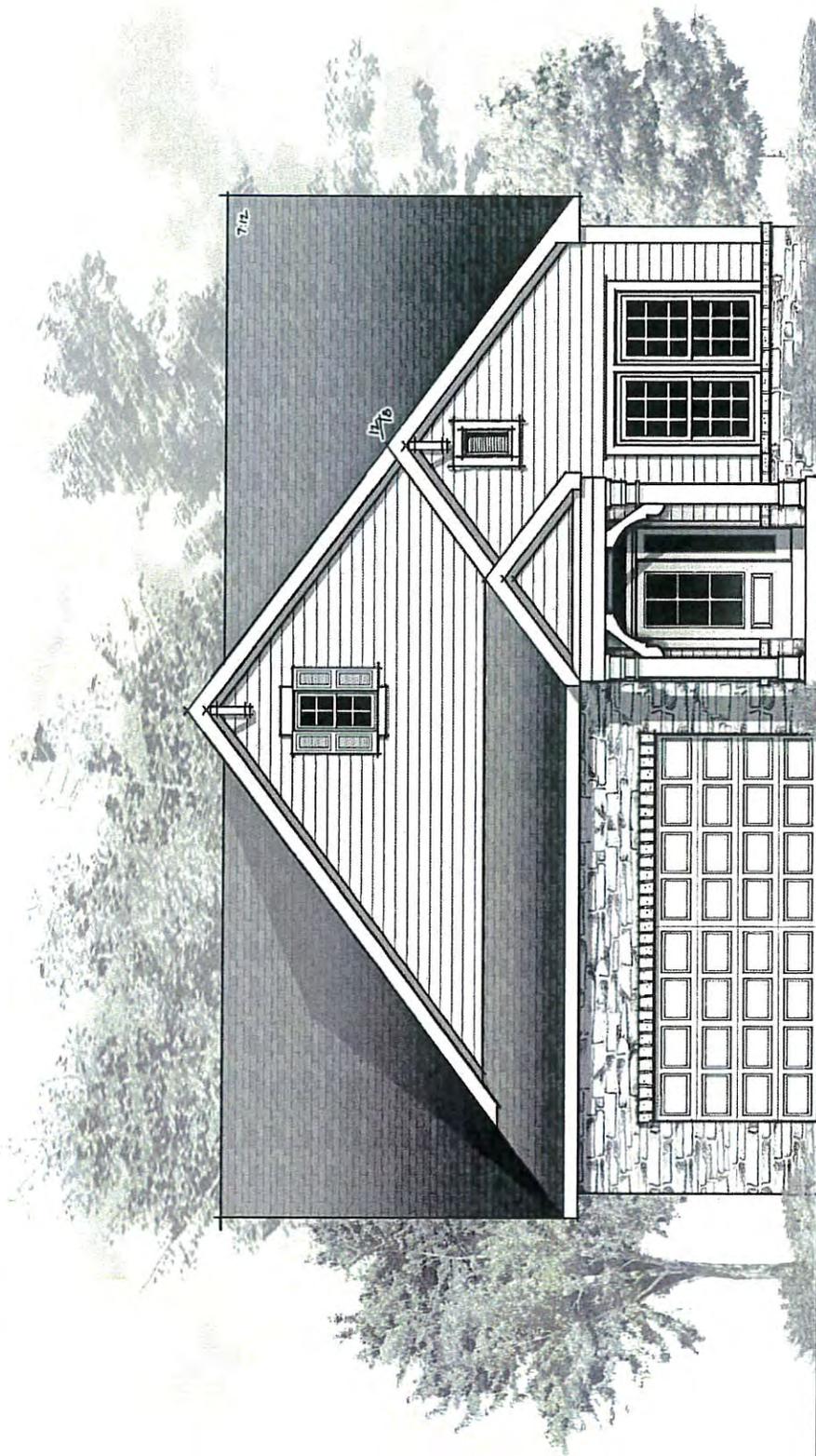
Plan 1940
"Federal" (Siding) Elevation

07.23.15



Plan 1940
"Federal" (Brick) Elevation

07.23.15



Plan 1940
"Farmhouse" Elevation

07.23.15



Plan 1940
"Craftsman" Elevation

07.23.15



Plan 1940
“French Country” Elevation

07.23.15

APPLICATION FOR PRECISE IMPLEMENTATION PLAN AMENDMENT

City of Lake Geneva

Site Address/Parcel No. and full Legal Description required (attach separate sheet if necessary):

SEE ATTACHED EXHIBIT A FOR LEGAL
ADDRESS IS 1501 BLOOMFIELD RD

Name and Address of Current Owner:

SOUTHLAND FARMS LLC
875 E TOWNLINK RD, LAKE GENEVA, WI, 53147

Telephone No. of Current Owner including area code: 262-248-5010

Name and Address of Applicant:

TAYLOR MORRISON OF ILLINOIS, INC.
1834 WALDEN OFFICE SQ, SCHWANSPER, IL, 60173

Telephone No. of Applicant including area code: 847-925-1400

Proposed Use:

SINGLE FAMILY RESIDENTIAL DEVELOPMENT & DW SITE
CLUB HOUSE / AMENITY CENTER

Zoning District in which land is located: PD - Planned Development

Names and Addresses of architect, professional engineer and contractor of project:

Short statement describing activities to take place on site:

SITE CLEANUP, LAND BALANCING, UTILITY & ROADWAY
CONSTRUCTION, AND CONSTRUCTION OF SINGLE FAMILY HOMES &
DRIVEWAYS, AND NEIGHBORHOOD CLUB HOUSE / AMENITY CENTER

PIP Amendment fee \$400.00, payable upon filing application.



Signature of Applicant



Symphony
Bay



Final Plat

Notice

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before a City Plan Commission Meeting on Monday, February 15, 2016, at 6:30 P.M. at the City Hall, Council Chambers, 626 Geneva Street, Lake Geneva, Wisconsin, for approval of a Planned Development (PD) for a new residential development final plat and onsite club house/amenity center at the following legal description:

A redivision of all of vacated Southland Farms Subdivision, except Lots 74, 85, 231 and 232 and portions of Townline Road and Bloomfield Road dedicated to the public, located in the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 6 and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northwest 1/4 of Section 5 all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, State of Wisconsin, more particularly described as follows:

Commencing at the northwest corner of said Northwest 1/4 of Section 5; thence South $2^{\circ}36'44''$ East coincident with the west line of said Northwest 1/4, 40.04 feet to the south line of Town Line Road and the point of beginning; thence North $89^{\circ}57'27''$ East, coincident with said south line, 763.67 feet; thence South $0^{\circ}02'33''$ East coincident with said line, 10.00 feet; thence North $89^{\circ}57'27''$ East, coincident with said line, 300.00 feet; thence South $81^{\circ}30'42''$ East, coincident with said line, 202.24 feet; thence North $89^{\circ}57'27''$ East, coincident with said line, 55.87 feet to the east line of the Northwest 1/4 of said Northwest 1/4; thence South $2^{\circ}35'12''$ East, coincident with said east line and the east line of the Southwest 1/4 of said Northwest 1/4, 2520.31 feet to the north line Bloomfield Road; thence South $89^{\circ}56'37''$ West, coincident with said north line, 1269.28 feet to the east line of Lot 232 of said Southland Farms Subdivision; thence North $0^{\circ}03'23''$ West, coincident with said east line, 140.81 feet to the north line of said Lot 232; thence North $45^{\circ}00'00''$ West, coincident with said north line, 116.22 feet; thence South $45^{\circ}00'00''$ East, coincident with said line, 60.00 feet; thence North $45^{\circ}00'00''$ West, coincident with said line, 595.35 feet to the west line of said Lots 231 and 232; thence South $45^{\circ}00'00''$ East, coincident with said west line, 161.85 feet; thence 141.02 feet, coincident with said line and the arc of a curve to the left, with a radius of 270.00 feet and a chord bearing and length of South $30^{\circ}02'15''$ West 139.42 feet; thence South $15^{\circ}04'31''$ East, coincident with said line, 264.37 feet; thence 78.99 feet, coincident with said line and the arc of a curve to the left, with a radius of 260.00 feet and a chord bearing and length of South $6^{\circ}22'18''$ West 78.69 feet; thence South $2^{\circ}19'56''$ East, coincident with said line, 63.94 feet to the north line of Bloomfield Road; thence South $87^{\circ}40'14''$ West, coincident with said north line, 80.00 feet to the east line of said Lot 85; thence North $2^{\circ}19'56''$ West, coincident with said east line, 63.94 feet; thence 129.01 feet, coincident with said line and the arc of a curve to the right, with a radius of 340.00 feet and a chord bearing and length of North $8^{\circ}32'16''$ East 128.24 feet; thence North $19^{\circ}24'28''$ East, coincident with said line, 264.37 feet; thence 62.05 feet, coincident with said line and the arc of a curve to the right, with a radius of 330.00 feet and a chord bearing and length of North $24^{\circ}47'39''$ East 61.96 feet to the north line of said Lot 85; thence North $58^{\circ}04'58''$ West, coincident with said north line, 239.61 feet to the west line of said Lot 85 and the north line of said Lot 74; thence North $67^{\circ}35'51''$ West, coincident with said north line, 103.67 feet; thence North $29^{\circ}26'20''$ West, coincident with said line, 141.94 feet; thence 252.83 feet, coincident with said line and the arc of a curve to the left, with a radius of 515.00 feet and a chord bearing and length of South $75^{\circ}44'16''$ West 250.29 feet; thence South $89^{\circ}48'06''$ West, coincident with said line, 181.81 feet; thence North $0^{\circ}43'31''$ West 505.84 feet to the southeast corner of Lot 1 of Certified Survey Map 2843 as recorded in Volume 15 of Certified Survey Maps on Page 1 in the Walworth County Registry; thence North $2^{\circ}40'33''$ West, coincident with the east line of said Lot 1, 1361.42 feet to the south line of Townline Road; thence North $89^{\circ}53'32''$ East coincident with said south line, 1415.10 feet; thence North $89^{\circ}57'27''$ East, coincident with said line, 38.73 feet to the point of beginning.

Containing or 6,331,744 Square Feet or 145.357 acres, more or less.

All interested in the above matter are invited to attend. The City Plan Commission will be in session on Monday, February 15, 2016, at 6:30 P.M. at the City Hall, Council Chambers, 626 Geneva Street, Lake Geneva, Wisconsin, to consider any objections that may have been filed and to hear all persons desiring to be heard.

Dated this 29th day of January 2016.

Mayor James R. Connors
City Plan Commission
City of Lake Geneva, WI

A QUORUM OF ALDERMEN MAY BE IN ATTENDANCE

Please Publish as small Legal on February 4th & 11th.

Exhibit A

LEGAL DESCRIPTION

A redivision of all of vacated Southland Farms Subdivision, except Lots 74, 85, 231 and 232 and portions of Townline Road and Bloomfield Road dedicated to the public, located in the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 6 and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northwest 1/4 of Section 5 all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, State of Wisconsin, more particularly described as follows:

Commencing at the northwest corner of said Northwest 1/4 of Section 5; thence South 2°36'44" East coincident with the west line of said Northwest 1/4, 40.04 feet to the south line of Town Line Road and the point of beginning; thence North 89°57'27" East, coincident with said south line, 763.67 feet; thence South 0°02'33" East coincident with said line, 10.00 feet; thence North 89°57'27" East, coincident with said line, 300.00 feet; thence South 81°30'42" East, coincident with said line, 202.24 feet; thence North 89°57'27" East, coincident with said line, 55.87 feet to the east line of the Northwest 1/4 of said Northwest 1/4; thence South 2°35'12" East, coincident with said east line and the east line of the Southwest 1/4 of said Northwest 1/4, 2520.31 feet to the north line Bloomfield Road; thence South 89°56'37" West, coincident with said north line, 1269.28 feet to the east line of Lot 232 of said Southland Farms Subdivision; thence North 0°03'23" West, coincident with said east line, 140.81 feet to the north line of said Lot 232; thence North 45°00'00" West, coincident with said north line, 116.22 feet; thence South 45°00'00" East, coincident with said line, 60.00 feet; thence North 45°00'00" West, coincident with said line, 595.35 feet to the west line of said Lots 231 and 232; thence South 45°00'00" East, coincident with said west line, 161.85 feet; thence 141.02 feet, coincident with said line and the arc of a curve to the left, with a radius of 270.00 feet and a chord bearing and length of South 30°02'15" West 139.42 feet; thence South 15°04'31" East, coincident with said line, 264.37 feet; thence 78.99 feet, coincident with said line and the arc of a curve to the left, with a radius of 260.00 feet and a chord bearing and length of South 6°22'18" West 78.69 feet; thence South 2°19'56" East, coincident with said line, 63.94 feet to the north line of Bloomfield Road; thence South 87°40'14" West, coincident with said north line, 80.00 feet to the east line of said Lot 85; thence North 2°19'56" West, coincident with said east line, 63.94 feet; thence 129.01 feet, coincident with said line and the arc of a curve to the right, with a radius of 340.00 feet and a chord bearing and length of North 8°32'16" East 128.24 feet; thence North 19°24'28" East, coincident with said line, 264.37 feet; thence 62.05 feet, coincident with said line and the arc of a curve to the right, with a radius of 330.00 feet and a chord bearing and length of North 24°47'39" East 61.96 feet to the north line of said Lot 85; thence North 58°04'58" West, coincident with said north line, 239.61 feet to the west line of said Lot 85 and the north line of said Lot 74; thence North 67°35'51" West, coincident with said north line, 103.67 feet; thence North 29°26'20" West, coincident with said line, 141.94 feet; thence 252.83 feet, coincident with said line and the arc of a curve to the left, with a radius of 515.00 feet and a chord bearing and length of South 75°44'16" West 250.29 feet; thence South 89°48'06" West, coincident with said line, 181.81 feet; thence North 0°43'31" West 505.84 feet to the southeast corner of Lot 1 of Certified Survey Map 2843 as recorded in Volume 15 of Certified Survey Maps on Page 1 in the Walworth County Registry; thence North 2°40'33" West, coincident with the east line of said Lot 1, 1361.42 feet to the south line of Townline Road; thence North 89°53'32" East coincident with said south line, 1415.10 feet; thence North 89°57'27" East, coincident with said line, 38.73 feet to the point of beginning.

Containing or 6,331,744 Square Feet or 145.357 acres, more or less.

COMMUNITY OVERVIEW

PROJECT NARRATIVE

The Symphony Bay development represents approximately 145.35 acres of the previously approved 170.63 acre Southland Farms Development. A revised GDP was approved for the property on July 27, 2015, and a revised preliminary Plat was approved November 23, 2015.

- a) **Project Description:** Current zoning is PD Planned Development The Developer, Taylor Morrison (Taylor Morrison of Illinois, Inc.) is proposing the development of a 429 home age targeted active adult community on the site originally approved for a 441 home traditional neighborhood named Southland Farms

The current final plat includes 336 lots (324 single family lots and 6 duplex (12 units) lots). A future final plat for the southeast area will provide for 69 additional lots (47 single family lots and 22 duplex (44 units) lots).

At full buildout the property will contain 371 single family lots and 28 duplex lots (56 units) for a total project density of 429 dwelling units.

Overall project density is 2.95 units per project area acre.

A three acre fully improved amenity center will be provided for use by residents of Symphony Bay. Over 2 miles of walking trail system will be provided and interconnected with the City's regional trail system. The entire community will be maintenance free with lawn maintenance and snow removal provided by the home owners association

- b) **Unit Types and Land Uses:** The development will include three distinctive types of dwelling units intended to accommodate the full spectrum of the active adult home owner profile.

- i) The first series of single family homes will be constructed on a typical 50 foot wide by 120 foot deep lot. Minimum side yard setbacks will be 5'. There are 249 of this series lots provided in the project (202 provided on the initial final plat).
- ii) Sample floorplans and elevations are attached. Additional home elevations and floorplans will be added as the project matures. Ranch homes within this series range from 1,547 square feet to 1,940 square feet. Flexibility of a second floor bonus and storage areas are available as well. Basements will be standard features on all homes unless the owner requests otherwise.
- iii) The second series of single family homes will be constructed on a typical 65 foot wide by 120 foot deep lot. Minimum side yard setbacks will be 7.5'. There are 122 of this series lots provided in the project. (all 122 are provided on the initial final plat).

Sample floorplans and elevations are attached. Additional home elevations and floorplans will be added as the project matures. Ranch homes within this series range from 1,978 square feet to 2,386 square feet. Flexibility of a second floor bonus and storage areas are available as well. Basements will be standard features on all homes unless the owner requests otherwise.

- iv) The final series of home is a duplex unit. 28 lots (56) units are proposed in this series of home. The typical duplex lot measures 90 feet by 120'. Final floor plans and elevations are still being developed. It is anticipated the duplex lots will be made available for midway through the project. (6 lots or 12 units are provided on the initial final plat)
- v) The final plat proposed unit counts differ from the approved preliminary plat as follows:

Home Style	Preliminary Plat	Final Plat
Single Family	374	371
Duplex	58	56
Density (du/project acre)	2.97	2.95

- c) **Approximate Density:** The project plans contemplates 429 total dwelling units on the existing 145.357 acres of land. The resultant density is 2.95 dwelling units per project acre. The density and unit count declined slightly from the approved preliminary plat.
- d) **Natural Features:** The revised site plan has been developed by Taylor Morrison Land Planner HR Green. David Reitz has been the primary planner on the project. David has vast experience in land planning active adult communities throughout the country for the countries largest active adult builders. Accentuating the natural amenities of the site was a cornerstone of David's planning framework.

The woodland conservancy area at the northwest corner of the site has not only been preserved, but has been enhanced through the installation of walking trails and rest areas. The wetland spaces on the property's east, has been incorporated into 1.7 miles of walking trail through these open spaces is planned. Seating / observation areas and workout stations are contemplated through the trail experience. The trail system interconnects with the community regional trail network and will be available to all residents of Lake Geneva.

The arrival drive into the community bisects the stand of trees at the northwest Corner of the site. The arrival experience is greatly enhanced by the presence of the trees. The arrival drive is designed to incorporate views of the amenity center and park open spaces. The community amenity center is placed to as to make views of the wetland features a part of the facility.

- e) **Relationship to Nearby Properties and Streets:** Access to Townline Road and Bloomfield Road remains is the site primary access points. The location of the Townline Road access point has been moved slightly west to avoid an impact on an existing wetland.

To create a greater sense of community and security, and to discourage "cut through" traffic, roads within Symphony Bay have been made curvilinear. The current roadway alignments remain consistent with the approved preliminary plat. An interconnection to the commercial future area to the community's west has been provided for convenient resident access.

- f) **General Relationship to Master Plan:** The proposed plan is consistent with the goals of the City Master Plan and current PD Zoning General Development Plan, and the approved Preliminary Plat.

- g) **Rationale for PD Zoning:** PD is the existing property zoning. PD zoning provides the flexibility is regulation necessary to accommodate the standards typical of an active adult type community
- h) **Zoning Standards:** We are requesting zoning allowances as necessary to facilitate the proposed project including relief to accommodate the proposed lot sizes and setbacks as noted above b above.
- i) **Zoning Exemptions:** We are requesting zoning allowances as necessary to facilitate the proposed project including relief to accommodate the proposed lot sizes and setbacks as noted above.