

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

**PLAN COMMISSION MEETING
MONDAY MAY 20, 2019 - 6:00 PM
COUNCIL CHAMBERS, CITY HALL**

Agenda

1. Meeting called to order by Tom Hartz.
2. Roll Call.
3. Approve Minutes of the April 15, 2019 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.
6. Downtown Design Review:
 - a. Application by The Board Shop/ Jason Rishling, 269 Broad St. Lake Geneva, for the request to install a Blade Sign to the exterior of the property, located at 269 Broad St., in the Business Central (BC) zoning district, Tax Key No. ZOP00262.
 - b. Application by Candle Mercantile LLC., Elizabeth Doyle 1425 Rockbridge Ln. Lake Geneva & Leigh Ann Myers 721 Governor Morrison St, Charlotte, NC 28211 for the request to install an on Building Sign and an Awning to the exterior of the property, located at 870 W. Main St., in the Business Central (BC) zoning district, Tax Key No. ZOP00337.
 - c. Application by Christopher Springer, 125 S. Kane St., Burlington, WI 53105, for the request to install an on Building Sign to the exterior of the property, located at 720 W. Main St. and to remove the existing awning and repaint the exterior of the building, in the Business Central (BC) zoning district, Tax Key No. ZOP00313.
 - d. Application by Dimitrius Anagnos, 811 Wrigley Dr. Lake, for the request to install an employee only entrance to the exterior of the property, located at 811 Wrigley Dr., in the Business Central (BC) zoning district, Tax Key No. ZA483300003.
7. Review and Recommendation of an application for Land Division Review – Plat of Condominium for McMurr II, LLC. 351W. Hubbard, suite 610. Chicago, IL 60654. To file the declaration and Plat of Condominium for the property located in the Summer Haven Subdivision on Lake Geneva Blvd. for the 4 dwelling units on Murry Dr., to create 4 buildable lots as identified on the certified survey map dated 4/2/2019 project no. 8868 prepared by Farris, Hansen & Associates Inc. for Tax Key No. ZSUM00001.

8. Public Hearing and Recommendation of a Conditional Use Permit filed by Douglas Powell, 1014 W. Altgeld St., Chicago, IL 60614, for the installation and addition of 20' long section of pier for a total length of 83' located at 1540 Lake Shore Dr., located within the Estate Residential – 1 (ER-1) zoning district, Tax Key No. ZLM00047.
9. Public Hearing and Recommendation on an application for a General Development Plan (GDP) filed by Patrick & Rachel Lynch, 30715 Cedar Drive, Burlington, WI 53105, requesting to allow the razing and reconstruction of a new Single Family Home and to rebuild the structure closer to the lakeshore than the existing foundation. This request in addition would allow the new structure to be in-line with the neighboring dwellings. The property is located at 940 Maytag Rd., situated in Estate Residential (ER- 1) zoning district and to utilize the Single Family – 4 (SR-4) setbacks, Tax Key No. ZCE00005.
10. Public Hearing and Recommendation on an application for a Precise Implementation Plan (PIP) filed by Patrick & Rachel Lynch, 30715 Cedar Drive, Burlington, WI 53105, requesting to allow the razing and reconstruction of a new Single Family Home and to rebuild the structure closer to the lakeshore than the existing foundation. This request in addition would allow the new structure to be in-line with the neighboring dwellings. The property is located at 940 Maytag Rd., situated in Estate Residential (ER- 1) zoning district and to utilize the Single Family – 4 (SR-4) setbacks, Tax Key No. ZCE00005.
11. Continuation of the Public Hearing and Recommendation on an application for the Conditional Use Permit (CUP) filed by House Around the Corner LLC., 3389 South Shore Dr., Delavan, WI 53115, requesting a (CUP) to Raze or Remove the existing building located at 832 Geneva Street, Lake Geneva, WI 53147, located in Central Business (CB) zoning district, Tax Key No. ZOP00252.
12. Continuation of the Public Hearing and Recommendation on an application for the General Development Plan (GDP) filed by House Around the Corner LLC., 3389 South Shore Dr., Delavan, WI 53115, requesting a Planned Development to construct a 5600 square foot commercial building at 832 Geneva Street, Lake Geneva, WI 53147, located in Central Business (CB) zoning district, Tax Key No. ZOP00252.
13. Discuss the Public Participation Plan options for this process.
14. Consider resolution to adopt Public Participation Plan for Comprehensive Plan Update.
15. 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 5/15/2019

**PLAN COMMISSION MEETING
MONDAY, APRIL 15, 2019 – 6:00 PM
COUNCIL CHAMBERS, CITY HALL**

Mayor Hartz called the meeting to order at 6:00 p.m.

Roll Call. Present: Mayor Hartz, Alderman Doug Skates, John Gibbs, Sarah Hill, Ted Horne, Michael Krajovic. Absent Sarah Hill, (Excused) Ann Esarco. Also Present: City Planner Slavney, City Attorney Draper, Building and Zoning Administrator Walling. Building & Zoning Administrative Assistant Follensbee.

Approve Minutes of the March 18th Plan Commission meeting as distributed.

Horne/ Krajovic motion to approve. Motion carried unanimously.

Commissioner Hill entered Council Chambers at 6:02 pm.

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 5 minutes.

Speaker #1: Mary Jo Fesenmaier, 1085 S Lake Shore Drive, shared concerns for the procedure used to identify an agenda item which has been removed by the applicant prior to a Plan Commission Meeting as well as the correspondence received for removed items.

Acknowledgement of Correspondence. None.

Downtown Design Review

Application by Kat Davis, 1050 Cumberland Tr. Lake Geneva, for the request to install an on Building Sign and a Blade Sign to the exterior of the property, located at 231 Cook St., in the Business Central (BC) zoning district, Tax Key No. ZOP00253.

Applicant was not present. Zoning Administrator Walling stated all applicants are asked to attend the Plan Commission Meeting to present their request. Walling also said this application follows all color, height and size guidelines for the Downtown Design Overlay. Alderman Skates asked if there was a quality check for applicants installing their own signs. Commissioner Horne asked about the different material for each sign – one is metal and one is wood. Planner Slavney said metal signs are permitted and the signs do meet our requirements for Downtown Design.

Skates/Horne motion to approve the signs and include all staff recommendations.

Roll Call: Hartz, Skates, Gibbs, Hill, Horne, Krajovic “yes.” Motion carried unanimously.

Application by Comet Neon Inc., 1120 N. Ridge Ave. Lombard IL, 60148 for the request to install an on Building Sign and a Blade Sign to the exterior of the property, located at 899 W. Main St., in the Business Central (BC) zoning district, Tax Key No. ZOP00253.

Applicant was not present. Walling presented the request and said the signs follow all color, height and size guidelines for the Downtown Design Overlay.

Horne/Hill motion to approve the signs and include all staff recommendations.

Roll Call: Hartz, Skates, Gibbs, Hill, Horne, Krajovic “yes.” Motion carried unanimously.

Application by Dennis Dahl, 332 Cincinnati St., Spring Green, WI 53588, for the request to install an on Building Sign to the exterior of the property, located at 253 Center St., Suite 200, in the Business Central (BC) zoning district, Tax Key No. ZOP00283.

Applicant was not present. Walling presented the applicants request to repaint the sign for the jewelry store, stating it meets the Downtown Design requirements as a conforming sign in size and location.

Gibbs/ Krajovic motion to approve the sign and include all staff recommendations.

Roll Call: Hartz, Skates, Gibbs, Hill, Horne, Krajovic “yes.” Motion carried unanimously.

Application by Carolyn Sharpe, W7772-5A Wisconsin Pkwy, Delavan, WI, 53155, for the request to install an on Building Sign to the exterior of the property and the monument sign, located at 252 Center St., in the Business Central (BC) zoning district, Tax Key No. ZOP00258.

Carolyn Sharpe, W7772-5A Wisconsin Pkwy, Delavan, WI 53155, presented her request. Walling said the applicant provided 2 locations for an on-building sign and asked the Plan Commission to choose location. Commissioner Hill discussed the monument sign as well as the on-building sign. Slavney suggested the lower positioned, on-building sign would direct people to the lower level.

Skates/Gibbs motion to approve the monument sign and lower positioned, on-building sign and include all staff recommendations.

Roll Call: Hartz, Skates, Gibbs, Hill, Horne, Krajovic “yes.” Motion carried unanimously.

Application by Saverio & Elizabeth Spontella, 303 Town Center Blvd., Gilberts, IL 60136, for the request to install an on Building Sign to the exterior of the property, located at 270 Broad St., in the Business Central (BC) zoning district, Tax Key No. ZOP00244.

Elizabeth & Saverio Spontella, 303 Town Center Blvd, Gilberts, IL 60136, presented their request. Slavney said it meets all Downtown Design standards.

Hill/Horne motion to approve the sign and include all staff recommendations.

Roll Call: Hartz, Skates, Gibbs, Hill, Horne, Krajovic “yes.” Motion carried unanimously.

Review and Recommendation of an Extraterritorial Jurisdiction (ETJ) CSM for the applicant, Chestnut Acres LLC, Mark Larkin, 500 Stone Ridge Drive, Lake Geneva, WI 53147, for the property Tax Key No. JG2500004 to create 4 buildable lots. The property is located at the north end of Williams Street and Hickory Lane in the Town of Geneva as identified on the certified survey map dated 7/6/2018 with revisions dated 3/18/19 for Tax Key No. JG2500004.

Paul Van Henkelum, surveyor at Cardinal Engineering, presented the revised request. Skates asked if there are road width requirements for Fire Department access if the applicant dedicates a road or asks to annex into the City of Lake Geneva. Van Henkelum stated this Certified Survey Map does not ask to dedicate a road or for annexation. Slavney said changes have been made to the CSM and are ready for the city’s approval. Mayor Hartz asked if the Town of Geneva has approved this CSM. Attorney Draper stated the CSM only has to be submitted, not approved, at this level. Van Henkelum added it has been submitted and will be on the Town agenda next week.

Krajovic/Horne motion to approve the (ETJ) CSM to create 4 buildable lots and all staff recommendations.

Roll Call: Hartz, Skates, Gibbs, Hill, Horne, Krajovic “yes.” Motion carried unanimously.

Review and Recommendation of a Certified Survey Map (CSM) for Fairwyn SB, Inc., 875 Townline Road, Unit 103, Lake Geneva, WI 53147, for 7-duplex lot separation(s) in the Planned Development zoning classification to create individual lots as identified on the certified survey dated 3/12/19 for several Tax Key Nos. in the Symphony Bay Development – Tax Key Nos. ZSB00500 thru ZSB00503 and ZSB00516 thru ZSB00518.

Applicant was not present. Slavney explained the process, its need for financing and how it is permitted by right. Hill asked for further clarification. Slavney stated the land area has already been platted but Zoning can’t pre-approve the lot pattern since the common wall location is determined when the foundation is poured. Walling concurred the process as a necessity for financing.

Skates/Gibbs motion to approve the CSM and all staff recommendations.

Roll Call: Hartz, Skates, Gibbs, Hill, Horne, Krajovic “yes.” Motion carried unanimously.

Public Hearing and Recommendation on an application for a General Development Plan (GDP) filed by Patrick & Rachel Lynch, 30715 Cedar Drive, Burlington, WI 53105, requesting to allow the razing and reconstruction of a new Single Family Home and to rebuild the structure closer to the lakeshore than the existing foundation. This request in addition would allow the new structure to be in-line with the neighboring dwellings. The property is located at 940 Maytag Rd., situated in Estate Residential (ER- 1) zoning district and to utilize the Single Family – 4 (SR-4) setbacks, Tax Key No. ZCE00005.

Jason Bernard, Lake Geneva Architects, on behalf of Patrick & Rachel Lynch, presented their request. Slavney said the submittal is complete and recognized the home is located much further back than homes on either side. Hill concurred. Krajovic asked for clarification on the environmental lakefront protection. Slavney stated the lakefront details which include DNR recommendations for native lakeshore habitat shall be addressed in the Precise Implementation Plan.

Speaker #1: Diane Wayne, 886 Maytag Road, asked about the height and placement of the house and how it will impact those homes behind it. Walling stated the mean elevation for this home will be 34.3' and City of Lake Geneva Zoning allows a maximum median elevation of 35'. Hartz clarified the term median elevation.

Speaker #2: John Swork, of DDCA Architects, Crystal Lake, IL, on behalf of Judy & Jerry Somers, 930 Maytag Road, shared the Somers suggestions.

Speaker #3: Dick Malmin, N1991 S Lake Shore Drive, shared his concerns regarding setbacks, water run-off and removing trees.

Commissioner Hill left Council Chambers at 7:14 pm.
Commissioner Hill entered Council Chambers at 7:16 pm.

Krajovic asked what percentage of property could be impervious. Slavney clarified 50% impervious surface is allowed and Hartz said this home would have 45.5% impervious surface.

Hill/Gibbs motion to close the Public Hearing. Motion carried unanimously.

Hill/Gibbs motion to approve the GDP and all staff recommendations and fact finding in the affirmative.
Roll Call: Hartz, Skates, Gibbs, Hill, Horne, Krajovic "yes." Motion carried unanimously.

Continuation of the Public Hearing and Recommendation on an application for the Conditional Use Permit (CUP) filed by House Around the Corner LLC., 3389 South Shore Dr., Delavan, WI 53115, requesting a (CUP) to Raze or Remove the existing building located at 832 Geneva Street, Lake Geneva, WI 53147, located in Central Business (CB) zoning district, Tax Key No. ZOP00252.

Applicant has requested to continue the Public Hearing.

Hartz/Skates motion to continue the Public Hearing to the May Plan Commission meeting at the request of the owner. Motion carried unanimously.

The Plan Commission discussed the procedure to place items on the Plan Commission agenda when a project has been continued by the request of the applicant.

Continuation of the Public Hearing and Recommendation on an application for the General Development Plan (GDP) filed by House Around the Corner LLC., 3389 South Shore Dr., Delavan, WI 53115, requesting a Planned Development to construct a 5600 square foot commercial building at 832 Geneva Street, Lake Geneva, WI 53147, located in Central Business (CB) zoning district, Tax Key No. ZOP00252.

Applicant has requested to continue the Public Hearing.

Horne/Gibbs motion to continue the Public Hearing to the May Plan Commission meeting at the request of the owner. Motion carried unanimously.

Continuation of the Public Hearing and Recommendation on an application for the Conditional Use Permit (CUP) filed by Lake Geneva Plaza, LLC., W3323 Lake Forest Lane, Lake Geneva, WI 53147, requesting a (CUP) to construct a Gas Station; Carwash; Convenience Store; & Restaurant located at 190 E. Main St, Lake Geneva, WI 53147, located in Planned Business (PB) zoning district, Tax Key No. ZA370600001.

Applicant has requested to continue the Public Hearing.

Hartz/Skates motion to continue the Public Hearing to the June Plan Commission meeting at the request of the owner. Motion carried unanimously.

Adjournment. Hill/Skates motion to adjourn at 7:48 p.m. Motion carried unanimously.

/s/ Brenda Follensbee, Building & Zoning Administrative Assistant

THESE ARE NOT OFFICIAL MINUTES UNTIL APPROVED BY THE PLAN COMMISSION

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: May 20, 2019

Agenda Item #6a

Applicant:

Jayson Rishling
269 Broad St
Lake Geneva, WI 53147

Request:

269 Broad St
Downtown Design Review for a Blade Sign
Tax Key No. ZOP00262

Description:

The applicant is submitting an application for Downtown Design Review for the request to install a Blade Sign to the exterior of the building at 269 Broad Street Tax Key No. ZOP00262. The sign clearance is 7' above the sidewalk area which meets the Public Works requirements.

The City reviews all exterior alteration in the CB zoning district to confirm that they conform to the Downtown Design standards, particularly quantity, size, and color requirements.

Proposed colors correspond within the permitted downtown guidelines.

Staff Recommendations:

The colors submitted have been reviewed and comply with the Historic Colors of the historic color palette.

Staff recommends *approval* of the sign installation request as submitted.



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

APPLICATION FOR DOWNTOWN DESIGN REVIEW

Site Address & Parcel No.:

269 Broad St.

Name & Address of Current Building Owner:

Mike Kocourach

PO Box 126

Lake Geneva WI 53147

Telephone Number of Current Building Owner:

Email Address: 847-525-9060

Name & Address of Applicant:

The Board Shop / Jayson Rishling

269 Broad St. - Lake Geneva WI

Telephone Number of Applicant: 5-262-248-1703 - C 262-581-6960

Email Address:

Proposed Design Change:

Hanging sign on building - see picture

Zoning District:

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

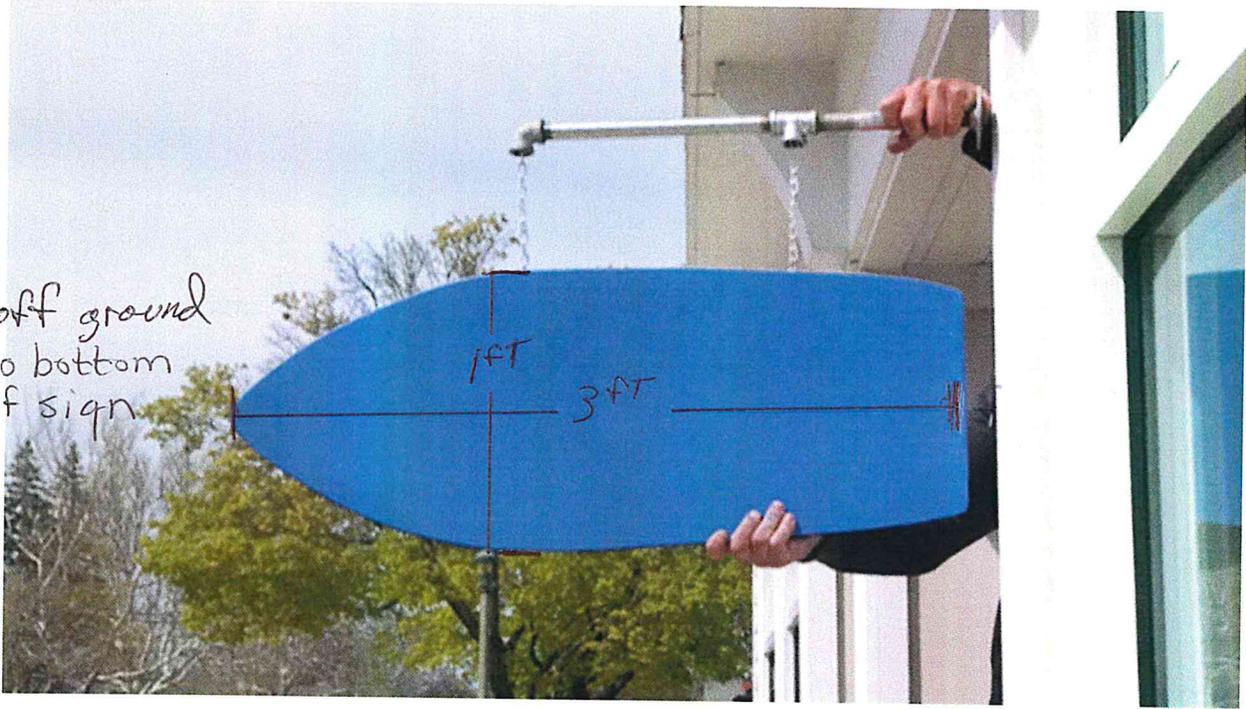
Description of Project:

Hanging sign 3^{ft} tall x 1^{ft} wide

Date: 5.6.19

Signature of Applicant:

7ft off ground
to bottom
of sign



STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: May 20, 2019

Agenda Item #6b

Applicant:

The Candle Mercantile LLC.
Elizabeth Doyle & Leigh Ann Myers
1425 Rockridge Ln.
Lake Geneva, WI 53147

Request:

870 W. Main St
Downtown Design Review for a Sign &
Awning installation
Tax Key No. ZOP00337

Description:

The applicant is submitting an application for Downtown Design Review for the request to install an On Building Sign & Awning to the exterior of the building at 870 W. Main St. Tax Key No. ZOP00337.

The City reviews all exterior alteration in the CB zoning district to confirm that they conform to the Downtown Design standards, particularly quantity, size, and color requirements.

Proposed colors correspond within the permitted downtown guidelines.

Staff Recommendations:

The colors submitted have been reviewed and comply with the Historic Colors of the historic color palette.

Staff recommends *approval* of the sign installation request to install the awning as submitted.



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

APPLICATION FOR DOWNTOWN DESIGN REVIEW

Site Address & Parcel No.:

870 W Main St. Lake Geneva, WI 53147 ZOP 00337 ZOP 00338

Name & Address of Current Building Owner:

Key Investment Group

Richard Kehoe

PO Box 928 Lake Forest, IL 60045

Telephone Number of Current Building Owner: 847-542-6677

Email Address: rekehoe@outlook.com

Name & Address of Applicant:

The Candle Mercantile, LLC

Elizabeth Doyle 1425 Rockridge Ln. Lake Geneva, WI 53147

Leigh Ann Myers 721 Governor Morrison St. Charlotte, NC 28211 and 420 S Lake Shore Dr. Lake Geneva, WI 53147

Telephone Number of Applicant: Liz: 414-526-2662 Leigh Ann : 704-649-7381

Email Address: leighann@thecandlemercantile.com and liz@thecandlemercantil.com

Proposed Design Change:

Sign and awning change

Zoning District: _____

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

Sign: Brushfire Signs N4075 Petrie Rd, Elkhorn, WI 53121

Awning: Northrop Awning 411 S Pearl St, Janesville, WI 53548

Description of Project:

Remove old sign and put up new sign an awning. See attached picture.

Date: 5/9/19

Signature of Applicant: , member

Awning is 29' wide

Logo 2 sq. ft. Body of sign 22.8 sq. ft. Total square footage of complete sign 24.8 sq. ft.



Note: Signage is not being handled by Northrop Awning.

Customer The Candle Mercantile
Location Lake Geneva, WI
Project Awning/signage
Date 5-9-19

NORTHROP
Awning Company 1890
411 South Pearl Street, Janesville, Wisconsin
608.754.7158 (fax) 608.754.7890

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: May 20, 2019

Agenda Item #6c

Applicant:
Christopher Springer
125 Kane St
Burlington, WI 53105

Request:
720 W. Main St
Downtown Design Review for a Sign &
Repainting the exterior of the building
Tax Key No. ZOP00313

Description:

The applicant is submitting an application for Downtown Design Review for the request to install an On Building Sign & to paint the exterior of the building at 720 W. Main St. Tax Key No. ZOP00313.

The City reviews all exterior alteration in the CB zoning district to confirm that they conform to the Downtown Design standards, particularly quantity, size, and color requirements.

Proposed colors correspond within the permitted downtown guidelines.

Staff Recommendations:

The colors submitted have been reviewed and comply with the Historic Colors of the historic color palette.

Staff recommends *approval* of the sign installation request and review the color selection to the exterior of the building as submitted.



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

APPLICATION FOR DOWNTOWN DESIGN REVIEW

Site Address & Parcel No.:

ALLISON WONDERLAND - 720 W. MAIN ST.
ZOPD/313

Name & Address of Current Building Owner:

SUBLIANNE SPRINGER
125 S. KANE ST.
BURLINGTON, WI 53105

Telephone Number of Current Building Owner: 262.763.4693

Email Address: jcspringer222@gmail.com

Name & Address of Applicant:

CHRISTOPHER SPRINGER
125 S. KANE ST.
BURLINGTON, WI 53105

Telephone Number of Applicant: 262.492.1261

Email Address: christopher@allisonwonderland.com

Proposed Design Change:

- REMOVE AWNING, REPLACE WITH SIGN ON BUILDING
- REPAINT STOREFRONT WITH NEW COLOR SCHEME

Zoning District: CENTRAL BUSINESS

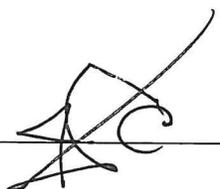
Names & Address of Architect, Engineer, and/or Contractor of Project:

BURLI SIGNS
J.A.M.CO. PAINTING

Description of Project:

- REMOVE AWNING, REPLACE WITH SIGN ON BUILDING
- REPAINT STOREFRONT WITH NEW COLOR SCHEME

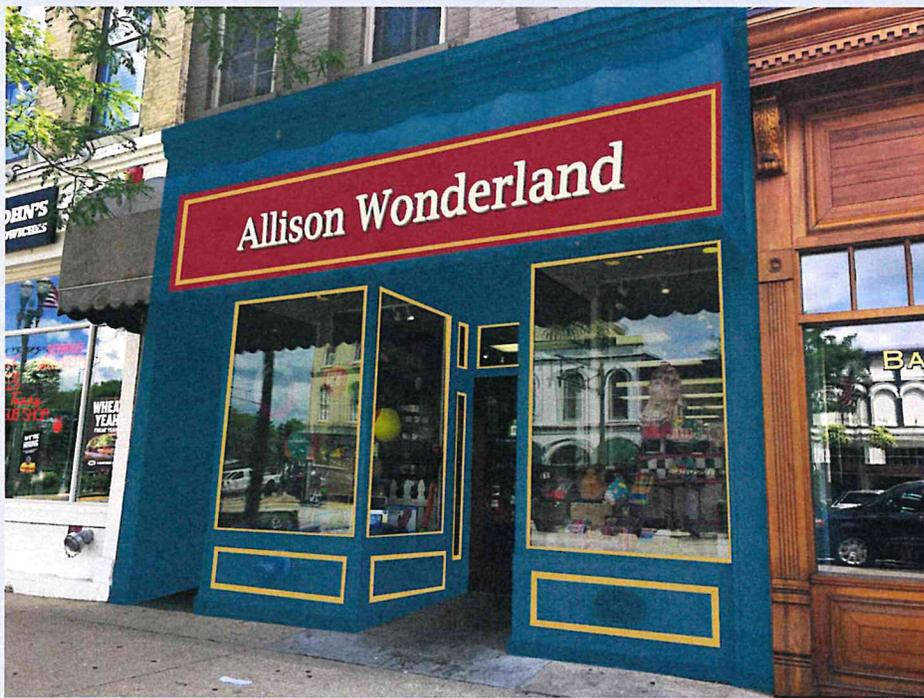
Date: 5/8/19

Signature of Applicant: 

DESIGN CONCEPT



CURRENT

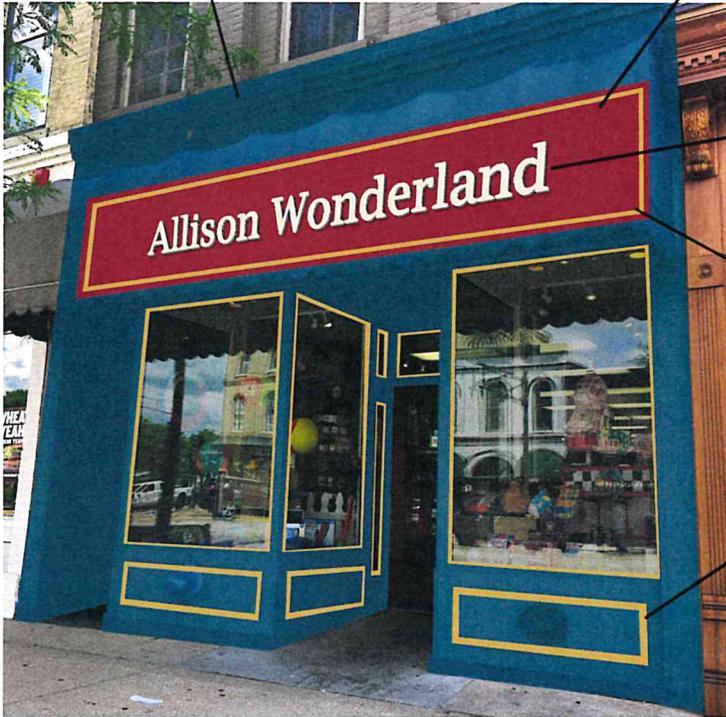


PROPOSAL

PAINT COLORS

Exterior
Bunglehouse Blue SW-0048
(Sherwin-Williams)

Sign
Heritage Red HC-181
(Benjamin Moore)



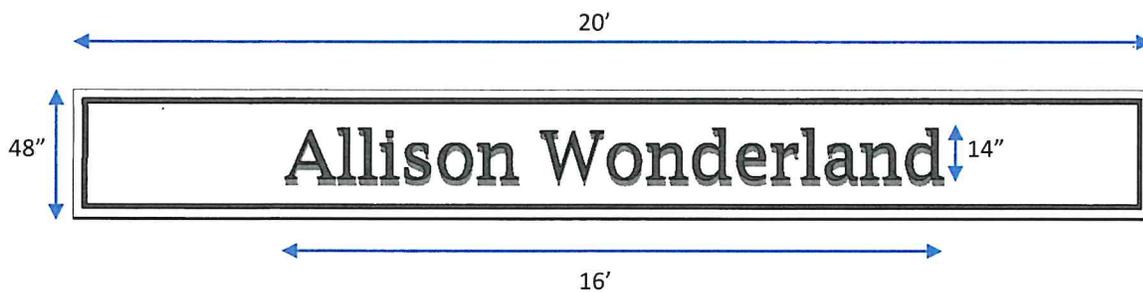
Lettering
Classical White SW-2829
(Sherwin-Williams)

Trim
Classical Gold SW-2821
(Sherwin-Williams)

SIGN DETAILS

Dimensions of Letters: 20' X 48"

Dimensions of Letters: 16' X 14" (18.66 Sq. Ft.)



STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: May 20, 2019

Agenda Item #6d

Applicant:

Dimitrius Anagnos
811 Wrigley Dr.
Lake Geneva, WI 53147

Request:

811 Wrigley Dr
Downtown Design Review for a staff door
addition to the Wrigley Street side of the
building
Tax Key No. ZA483300003

Description:

The applicant is submitting an application for Downtown Design Review for the request to install a staff entry door to the exterior of the building at 811 Wrigley Dr. Tax Key No. ZA483300003.

The City reviews all exterior alteration in the CB zoning district to confirm that they conform to the Downtown Design standards, particularly quantity, size, and color requirements.

Staff Recommendations:

Staff recommends *approval* of the Door Installation request as submitted.



20

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

APPLICATION FOR DOWNTOWN DESIGN REVIEW

Site Address & Parcel No.:

811 Wrigley Dr. Lake Geneva WI 53147 Parcel # ZOP 00345

Name & Address of Current Building Owner:

Veronica Anagnos
1001 Wisconsin St
Lake Geneva WI 53147

Telephone Number of Current Building Owner: 262 248 1580

Email Address: OURANI@WI.VR.COM

Name & Address of Applicant:

Popeyes Galley & Grill (Dimitrios Anagnos)
811 Wrigley Dr
Lake Geneva WI

Telephone Number of Applicant: 262 248 4381

Email Address: popeyes@popeyeskg.com

Proposed Design Change:

Installation of New Entrance for Employees Only

Zoning District: Central Business

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

Michael Strasser
477 Circle Dr.
Williams Bay WI 53191

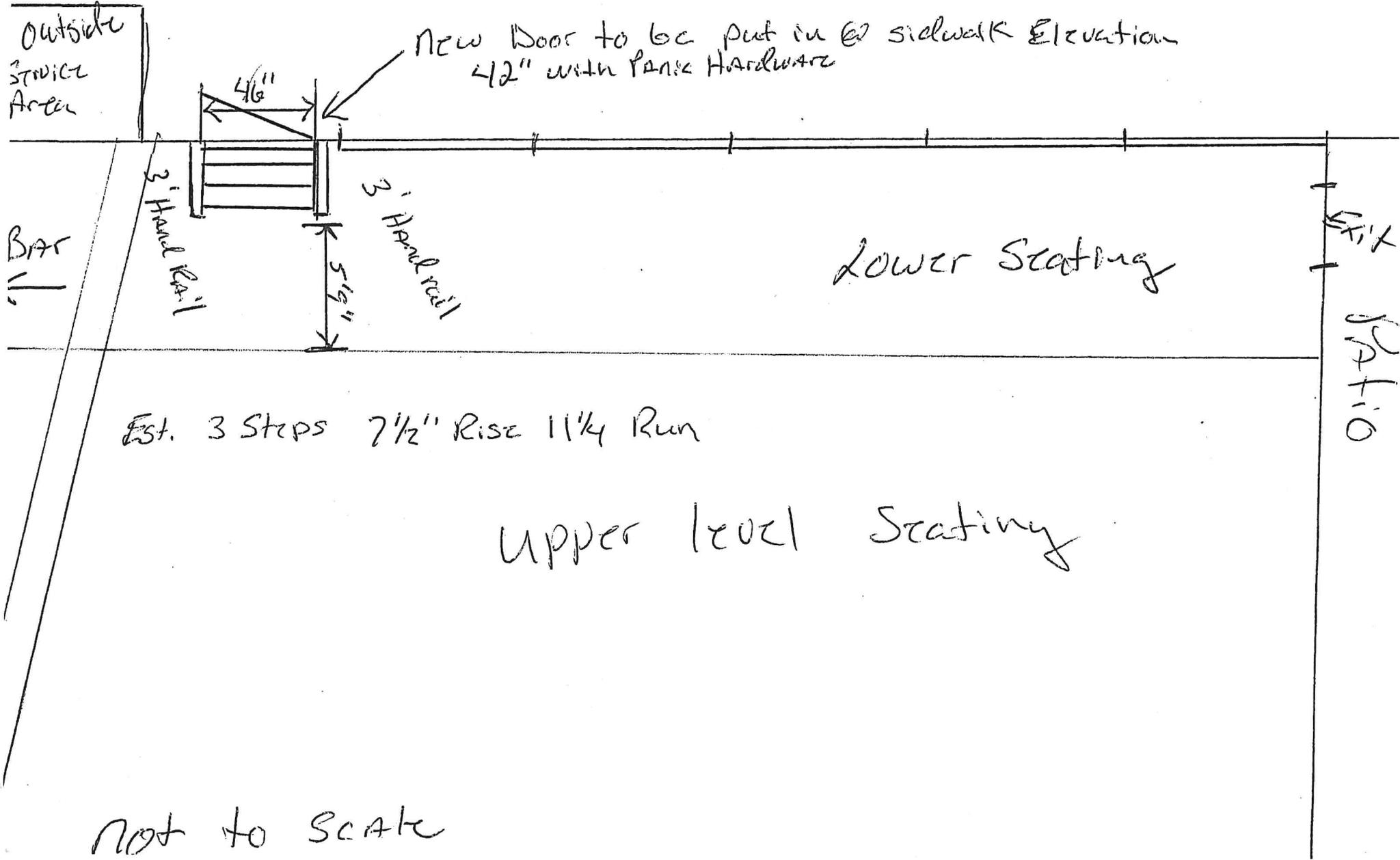
Description of Project:

Add new Entrance to building

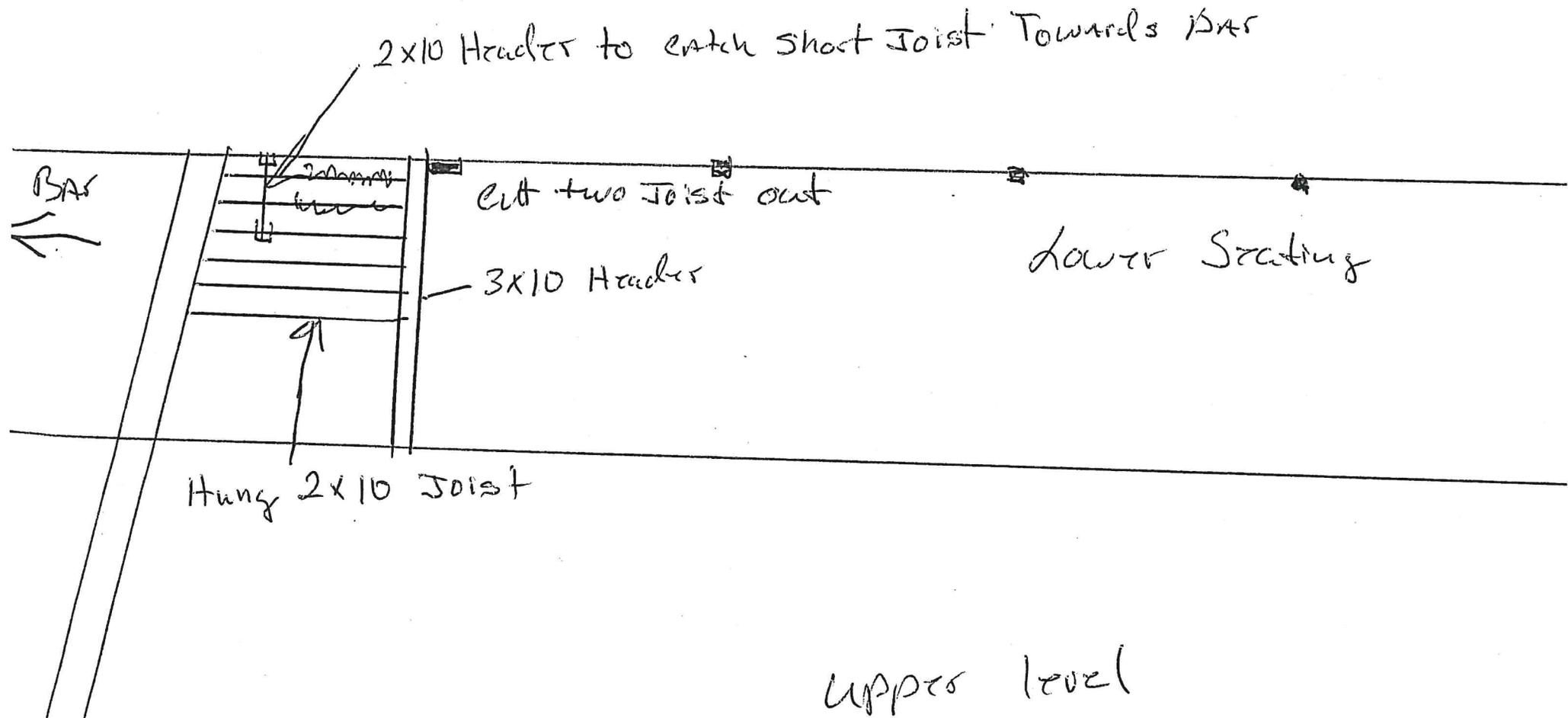
Date: _____ Signature of Applicant: _____

↑ Beach

Side walk



Est. 3 Steps 7 1/2" Rise 11 1/4" Run



Note: New steps to be out of 2x12 Treated
 with Slip Protection - added:

not to SCALC

Hand rail on Both sides TOP Rail 42"



STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: May 20, 2019

Agenda Item: 7

Applicant:

McMurr II, LLC
351 W. Hubbard, Suite 610
Chicago, IL, 60654

Request:

Condominium Plat land division
review Summerhaven Subdivision
Tax Key No. ZSUM0001

Description:

This request is for a land division of the property located within the Summerhaven Subdivision to create 4 additional single family lots.

The parcel included in this Condominium Plat request is:
Tax Key No. ZSUM0001

The result of this land division will create 4 individual lots for single family construction.

Site Plans Prepared by: Farris, Hansen, & Associates

Project: 8868

Dated: 04/02/2019

Project Details from Condominium Plat Submittal dated 2/27/2019:

The proposed land division drawing is provided identifying the 4 lots located in Summerhaven Subdivision on Murry Dr. which will divide the parcels with adequate street frontage.

Action by the Plan Commission:

Recommendation to the Common Council on the proposed Condominium Plat Application:

As part of the consideration of the requested Condominium Plat the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed CSM.

Staff Recommendation on the proposed Certified Survey Map (CSM):

1. Staff recommends that the Plan Commission recommend *approval* of the CSM as submitted.

City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW

CERTIFIED SURVEY MAP or SUBDIVISION PLAT - Plat of Condominium

NAME AND ADDRESS OF CURRENT OWNER:

McMurr II, LLC, 351 W. Hubbard, Suite 610, Chicago, IL 60654, Attn: Murray S. Peretz

TELEPHONE NUMBER OF CURRENT OWNER: (312) 527-3600 x 1

NAME AND ADDRESS OF APPLICANT:

Same as Owner

TELEPHONE NUMBER OF APPLICANT: ()

NAME AND ADDRESS OF SURVEYOR:

FARRIS, HANSEN & ASSOCIATES, INC., 7 Ridgway Court, Elkhorn, WI 53121

TELEPHONE NUMBER OF SURVEYOR: (262) 723-2098

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

McMurr II files a Declaration and a Plat of Condominium to replace what were planned as the second and third phases of the original Summerhaven of Lake Geneva project, with changes, to permit initially four (4) single-family dwellings, and an expansion area of up to twenty-three (23) additional single-family dwellings.

Flexibility: Murray Drive, from its intersection with Summerhaven Drive to its terminus in a cul-de-sac measures approximately seven hundred twenty (720) feet in length. There are only twelve (12) dwelling units planned to access Murray Drive, eight (8) single-family dwellings and four (4) duplex units, in two (2) buildings. Over three hundred (300) feet of Murray Drive is single-loaded, with dwellings only on the south side of Murray Drive. McMurr II requests flexibility under the provisions of §96-66 (2)(i) of the City's Subdivision Ordinance to permit Murray Drive as planned under the attached declaration and plat of condominium incorporated herein.

SUBMITTAL CHECKLIST

- X LOCATION MAP SHOWING LOCATION OF PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED WITH TOWN OR TOWNS, AND PARCELS WITHIN 1,000-FT OF BOUNDARY OF SUBJECT PROPERTY.

- X SKETCH MAP TO APPROXIMATE SCALE SHOWING ENTIRE PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED, AND SHOWING THE APPROXIMATE CONFIGURATION OF PROPOSED LOTS AND ROADS WITHIN THOSE PARCELS.

- X CITY OF LAKE GENEVA SIGNATURE BLOCK ON FACE OF CSM OR PLAT, PER STATE STATUTES.

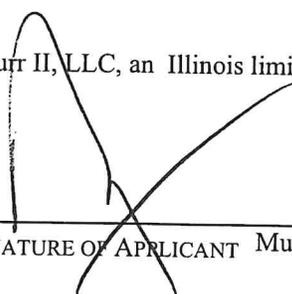
- X PROVIDE 5 FULL SETS AND 20 11" X 17" COPIES OF CSM OR PLAT PRIOR TO PLACEMENT ON PLAN COMMISSION AGENDA.

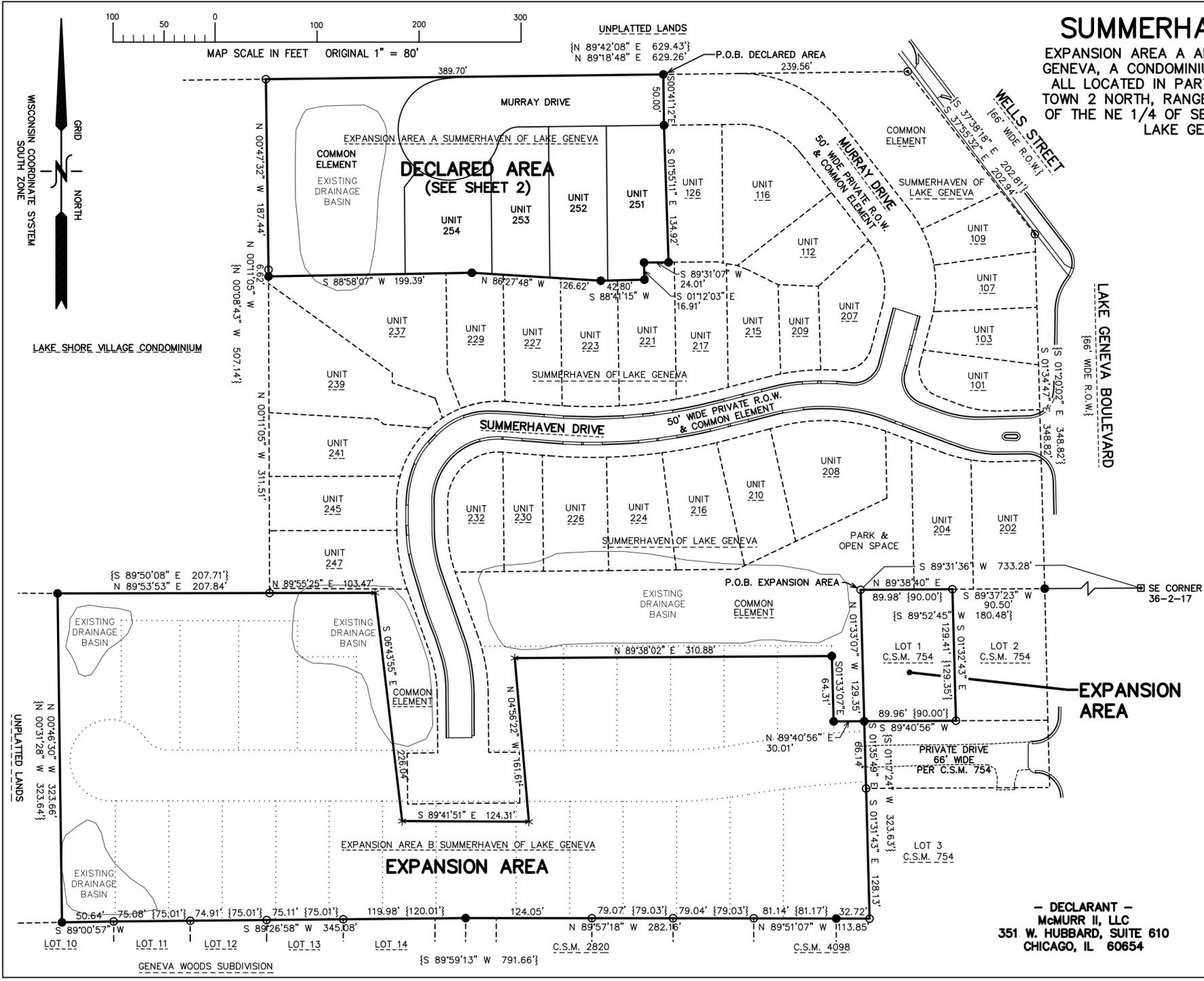
I AM AWARE THAT THE CITY OF LAKE GENEVA IS ACTIVELY ENGAGED IN THE REVIEW, APPROVAL OR DENIAL OF LAND DIVISIONS WITHIN ITS EXTRATERRITORIAL LAND DIVISION REVIEW AREA.

I UNDERSTAND THAT THE CITY OF LAKE GENEVA LAND DIVISION ORDINANCE REQUIRES THE CITY TO DENY LAND DIVISIONS WHICH CREATE NEW, BUILDABLE PARCELS OR LOTS WITHIN THE EXTRATERRITORIAL AREA WITH OVERALL DENSITY THAT EXCEEDS MORE THAN ONE DWELLING UNIT PER THIRTY-FIVE ACRES UNLESS THE CITY DETERMINES THAT THE LAND DIVISION CONSTITUTES INFILL DEVELOPMENT.

McMurr II, LLC, an Illinois limited company

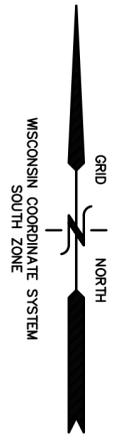
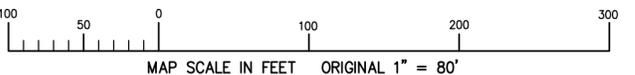
2/27 , 2019
DATE

By 
SIGNATURE OF APPLICANT Murray S. Peretz, Its Manager



SUMMERHAVEN OF LAKE GENEVA II

EXPANSION AREA A AND EXPANSION AREA B OF SUMMERHAVEN OF LAKE GENEVA, A CONDOMINIUM AND LOT 1 OF CERTIFIED SURVEY MAP NO. 754, ALL LOCATED IN PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST AND IN PART OF THE NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN



- LEGEND
- = FOUND IRON PIPE STAKE
 - = FOUND IRON REBAR STAKE
 - = FOUND CONCRETE COUNTY MONUMENT
 - ⊙ = FOUND CONCRETE MONUMENT WITH CUT CROSS
 - * = FOUND IRON LANDSCAPE SPIKE
 - {XXX} = RECORDED AS

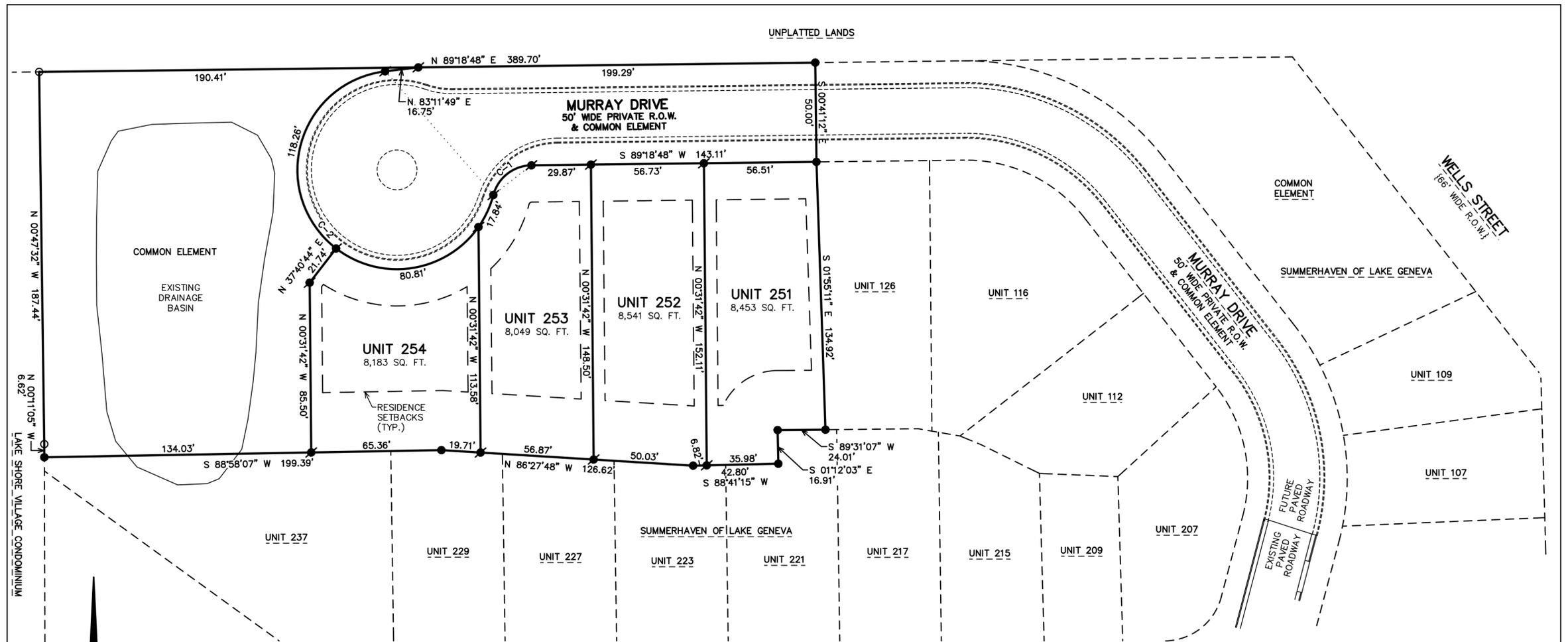
REVISED 4/8/2019

FARRIS, HANSEN & ASSOCIATES, INC.
 ENGINEERING — ARCHITECTURE — SURVEYING
 7 RIDGWAY COURT, PO BOX 437
 ELKHORN, WISCONSIN 53121
 PHONE: (262) 723-2098
 FAX: (262) 723-5886

— DECLARANT —
McMURR II, LLC
 351 W. HUBBARD, SUITE 610
 CHICAGO, IL 60654

PROJ. NO. 8868 | DATE: 04/02/2019 | SHEET: 1 OF 3

X:\Projects\8868\DCAD\Condominium\Summerhaven of Lake Geneva II\Sheet 01 4/8/2019



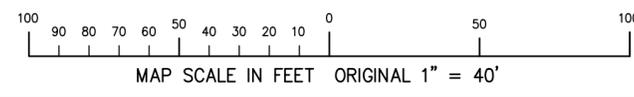
SUMMERHAVEN OF LAKE GENEVA II

EXPANSION AREA A AND EXPANSION AREA B OF SUMMERHAVEN OF LAKE GENEVA, A CONDOMINIUM AND LOT 1 OF CERTIFIED SURVEY MAP NO. 754, ALL LOCATED IN PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST AND IN PART OF THE NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	20.00'	N 51°58'32" E	24.26'	26.07'
C-2	50.00'	N 41°04'57" W	82.63'	216.91'
C-2 U253		N 24°51'44" E	17.75'	17.84'
C-2 U254		N 81°22'57" E	72.29'	80.81'
C-2 CE		S 15°26'16" W	92.56'	118.26'

- LEGEND**
- = FOUND IRON PIPE STAKE
 - = FOUND IRON REBAR STAKE
 - ⦿ = SET IRON REBAR STAKE
 - {XXX} = RECORDED AS

MINIMUM RESIDENCE SETBACKS
 6' SIDE YARDS
 30' REAR YARDS
 18.5' PRIVATE STREET YARDS



REVISED 4/8/2019

FARRIS, HANSEN & ASSOCIATES, INC.
 ENGINEERING – ARCHITECTURE – SURVEYING
 7 RIDGWAY COURT, PO BOX 437
 ELKHORN, WISCONSIN 53121
 PHONE: (262) 723-2098
 FAX: (262) 723-5886

PROJ. NO. 8868	DATE: 04/02/2019	SHEET: 2 OF 3
----------------	------------------	---------------

SUMMERHAVEN OF LAKE GENEVA II

EXPANSION AREA A AND EXPANSION AREA B OF SUMMERHAVEN OF LAKE GENEVA, A CONDOMINIUM AND LOT 1 OF CERTIFIED SURVEY MAP NO. 754, ALL LOCATED IN PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST AND IN PART OF THE NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

LEGAL DESCRIPTION – DECLARED AREA

EXPANSION AREA A OF SUMMERHAVEN OF LAKE GENEVA, A CONDOMINIUM, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN IRON PIPE STAKE FOUND MARKING THE NORTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 754, RECORDED AS DOCUMENT NO. 28944 OF WALWORTH COUNTY CERTIFIED SURVEYS, SAID POINT BEING LOCATED S 89DEG 31MIN 36SEC W, 733.28 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 36 (T2N, R17E); THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1, N 89DEG 38MIN 40SEC E, 89.98 FEET TO AN IRON PIPE STAKE FOUND MARKING THE NORTHEAST CORNER OF SAID LOT 1; THENCE N 89DEG 37MIN 23SEC E, 90.50 FEET TO AN IRON REBAR STAKE FOUND MARKING A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF LAKE GENEVA BOULEVARD; THENCE N 01DEG 34MIN 47SEC W, 348.82 FEET ALONG SAID BOULEVARD TO A CONCRETE MONUMENT FOUND MARKING A POINT ALONG THE SOUTHWEST RIGHT OF WAY BOUNDARY OF WELLS STREET; THENCE N 37DEG 55MIN 32SEC W, ALONG SAID STREET, 202.94 FEET TO A CONCRETE MONUMENT; THENCE S 89DEG 18MIN 48SEC W, 239.56 FEET TO AN IRON REBAR STAKE FOUND MARKING THE POINT OF BEGINNING; THENCE S 00DEG 41MIN 12SEC E, 50.00 FEET TO AN IRON REBAR STAKE; THENCE S 01DEG 55MIN 11SEC E, 134.92 FEET TO AN IRON REBAR STAKE; THENCE S 89DEG 31MIN 07SEC W, 24.01 FEET TO AN IRON REBAR STAKE; THENCE S 01DEG 12MIN 03SEC E, 16.91 FEET TO AN IRON REBAR STAKE; THENCE S 88DEG 41MIN 15SEC W, 42.80 FEET TO AN IRON REBAR STAKE; THENCE N 86DEG 27MIN 48SEC W, 126.62 FEET TO AN IRON REBAR STAKE; THENCE S 88DEG 58MIN 07SEC W, 199.39 FEET TO AN IRON REBAR STAKE FOUND MARKING A POINT ALONG THE EASTERLY BOUNDARY OF LAKE SHORE VILLAGE CONDOMINIUM; THENCE ALONG SAID CONDOMINIUM, N 00DEG 11MIN 05SEC W, 6.62 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG SAID CONDOMINIUM, N 00DEG 47MIN 32SEC W, 187.44 FEET TO AN IRON PIPE STAKE; THENCE N 89DEG 18MIN 48SEC E, 389.70 FEET TO THE POINT OF BEGINNING. CONTAINING 76,247 SQUARE FEET (1.75 ACRES) OF LAND, MORE OR LESS.

LEGAL DESCRIPTION – EXPANSION AREA

EXPANSION AREA B OF SUMMERHAVEN OF LAKE GENEVA, A CONDOMINIUM AND LOT 1 OF CERTIFIED SURVEY MAP NO. 754, LOCATED IN PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIPE STAKE FOUND MARKING THE NORTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 754, RECORDED AS DOCUMENT NO. 28944 OF WALWORTH COUNTY CERTIFIED SURVEYS, SAID POINT BEING LOCATED S 89DEG 31MIN 36SEC W, 733.28 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 36 (T2N, R17E); THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1, N 89DEG 38MIN 40SEC E, 89.98 FEET TO AN IRON PIPE STAKE FOUND MARKING THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, S 01DEG 32MIN 43SEC E, 129.41 FEET TO AN IRON PIPE STAKE FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, S 89DEG 40MIN 56SEC W, 89.96 FEET TO AN IRON REBAR STAKE FOUND MARKING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WESTERLY BOUNDARY OF SAID CERTIFIED SURVEY MAP, S 01DEG 35MIN 49SEC E, 66.14 FEET TO AN IRON PIPE STAKE FOUND MARKING THE NORTHWEST CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 3, S 01DEG 31MIN 43SEC E, TO AN IRON PIPE STAKE FOUND AT THE SOUTHWEST CORNER OF SAID CSM 754, 128.13 FEET TO AN IRON PIPE STAKE FOUND MARKING A POINT ALONG THE NORTHERLY BOUNDARY OF CERTIFIED SURVEY MAP NO. 4098; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID CERTIFIED SURVEY MAP NO. 4098, N 89DEG 51MIN 07SEC W, 113.85 FEET TO AN IRON PIPE STAKE FOUND MARKING THE NORTHWEST CORNER OF SAID CERTIFIED SURVEY MAP NO. 4098 AND THE NORTHEAST CORNER OF CERTIFIED SURVEY MAP NO. 2820; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID CERTIFIED SURVEY MAP NO. 2820, N 89DEG 57MIN 18SEC W, 282.16 FEET TO AN IRON REBAR STAKE FOUND MARKING THE NORTHWEST CORNER OF SAID CERTIFIED SURVEY MAP NO. 2820 AND THE NORTHEAST CORNER OF LOT 14 OF GENEVA WOODS SUBDIVISION; THENCE ALONG THE NORTHERLY BOUNDARY OF GENEVA WOODS SUBDIVISION, S 89DEG 26MIN 58SEC W, 345.08 FEET TO AN IRON PIPE STAKE FOUND MARKING THE NORTHWEST CORNER OF LOT 11 OF SAID GENEVA WOODS SUBDIVISION; THENCE ALONG THE NORTHERLY BOUNDARY OF GENEVA WOODS SUBDIVISION, S 89DEG 00MIN 57SEC W, 50.64 FEET TO AN IRON REBAR STAKE; THENCE N 00DEG 46MIN 30SEC W, 323.66 FEET TO AN IRON REBAR STAKE FOUND MARKING A POINT ALONG THE SOUTHERLY BOUNDARY OF LAKE SHORE VILLAGE CONDOMINIUM; THENCE N 89DEG 53MIN 53SEC E, 207.84 FEET TO AN IRON PIPE STAKE FOUND MARKING THE SOUTHEAST CORNER OF SAID LAKE SHORE VILLAGE CONDOMINIUM; THENCE N 89DEG 55MIN 25SEC E, 103.47 FEET TO AN IRON LANDSCAPE SPIKE; THENCE S 06DEG 43MIN 55SEC E, 226.04 FEET TO AN IRON LANDSCAPE SPIKE; THENCE S 89DEG 41MIN 51SEC E, 124.31 FEET TO AN IRON LANDSCAPE SPIKE; THENCE N 04DEG 56MIN 22SEC W, 161.61 FEET TO AN IRON LANDSCAPE SPIKE; THENCE N 89DEG 38MIN 02SEC E, 310.88 FEET TO AN IRON REBAR STAKE; THENCE S 01DEG 33MIN 07SEC E, 64.31 FEET TO AN IRON REBAR STAKE; THENCE N 89DEG 40MIN 56SEC E, 30.01 FEET TO AN IRON REBAR STAKE FOUND MARKING THE SOUTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 754; THENCE N 01DEG 33MIN 07SEC W, 129.35 FEET TO THE POINT OF BEGINNING. CONTAINING 212,753 SQUARE FEET (4.88 ACRES) OF LAND, MORE OR LESS.

I, BRIAN M. CARLSON, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2039, DO HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT.

DATED: 4/2/2019

BRIAN M. CARLSON P.L.S. 2039

REVISED 4/8/2019

FARRIS, HANSEN & ASSOCIATES, INC.

ENGINEERING – ARCHITECTURE – SURVEYING

7 RIDGWAY COURT, PO BOX 437

ELKHORN, WISCONSIN 53121

PHONE: (262) 723-2098

FAX: (262) 723-5886

PROJ. NO. 8868 | DATE: 04/02/2019 | SHEET: 3 OF 3

DECLARATION OF CONDOMINIUM

Document Number

Document Name

THIS DECLARATION OF CONDOMINIUM (“Declaration”) is made this ____ day of _____, 2019, by McMurr II, LLC, an Illinois limited liability company (“Declarant”).

**ARTICLE I
DECLARATION**

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02, below), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (collectively, “Property”), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Wis. Stat. ch. 703, the Wisconsin Condominium Ownership Act.

Recording Area

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

ZSUM 00001; ZSUM 00002
Parcel Identification Number (PIN)

**ARTICLE II
NAME; DESCRIPTION OF PROPERTY**

2.01 **Name.** The name of the condominium created by this Declaration (“Condominium”) is “Summerhaven of Lake Geneva II.”

2.02 **Legal Description.** The land comprising the Property (“Land”) is located in the City of Lake Geneva, County of Walworth, State of Wisconsin, and is legally described on the attached Exhibit A incorporated herein.

2.03 **Address.** The address of the Condominium is on Murray Drive, Lake Geneva, WI 53147.

2.04 **Definitions.** The following definitions shall be applicable to this Declaration:

“Act” means the Wisconsin Condominium Ownership Act, Wis. Stat. ch. 703, as amended.

“Association” means Summerhaven II Condominium Owners Association, Inc., a Wisconsin nonstock, not-for-profit corporation, whose initial members are the Unit Owners of Units 251, 252, 253, and 254, inclusive, of the Condominium.

“Board” means the Board of Directors of the Association.

“Building” means a building constructed within a Unit. “Buildings” are, collectively, all buildings within the Condominium.

“Building Area” means the area of a Unit within the dashed lines shown on the Condominium Plat.

“City” means the City of Lake Geneva, Walworth County, Wisconsin.

“Committee” means the Architectural Review Committee of the Association, whose members shall be appointed pursuant to Article 8, below.

“Common Elements” are all of the Condominium except for the Units, as more particularly described in Section 4.01, below.

“Condominium” means the Summerhaven of Lake Geneva II created by this Declaration.

“Condominium Plat” means the Plat of Summerhaven of Lake Geneva II, a copy of which is attached as Exhibit B and incorporated herein.

“Cross-Easement Agreement” refers to an agreement between the Association and the condominium owners association for Summerhaven I, granting easements of shared use and shared expenses for the maintenance, repair and replacement of common element amenities of the Condominium and of Summerhaven I, including, without limitation, all portions of Summerhaven Drive and Murray Drive, the swimming pool, the pool house and related amenities in Summerhaven I, the Storm Water Management System, and the common elements landscaping of said condominiums. In the event of any conflict between any provision of this Declaration and any provision of the Cross-Easement Agreement over the use, maintenance, repair, or replacement of Common Elements subject to the Cross-Easement Agreement, the Cross-Easement Agreement provision shall prevail.

“Dwelling” means a building intended for use for human habitation as a single-family residence.

“Force Main” means the sanitary sewer force main and all related equipment and facilities that serve Units 252, 253 and 254 of the Condominium, unless the same are accepted for public dedication by the City.

“Improvements” mean all of the following, regardless of whether permanent or temporary in nature or usage: buildings; exterior lighting or electric fixtures; dish receivers; in-ground pools; screened or other type of porches, patios, decks, or gazebos; landscaping, plantings; and fences.

“Landscaping” means the initial landscaping installed on a Unit following construction, and includes, without limitation, all vegetation, plantings, trees, shrubs, and ground cover.

“Murray Drive” means the private road providing access from Units 251, 252, 253, and 254, to the private road named “Summerhaven Drive.” Part of Murray Drive is located within a portion of the Common Elements that is more particularly described and delineated on the Condominium Plat, with the balance of Murray Drive located within a portion of the common elements of Summerhaven I that is more particularly described and delineated on the condominium plat for Summerhaven I.

“Register of Deeds” means the office of the Register of Deeds for Walworth County, Wisconsin.

“Storm Water Management System” means the system for managing storm water flowing through or from the common elements and the units of the Condominium and of Summerhaven I, including, without limitation, ponds and related storm water management equipment and facilities, as may be modified by the Association and by the Cross-Easement Agreement, after the termination of Declarant control of the Condominium, as described in Section 7.02, below.

“Storm Water Management System Maintenance Plan” means a plan of maintenance for the Storm Water Management System prepared by Declarant and approved by the City Engineer, a copy of which is attached as Exhibit C and incorporated herein.

“Summerhaven I” is Summerhaven of Lake Geneva a Condominium, created by a “Declaration of Condominium” recorded on March 28, 2007, in the Office of the Register of Deeds for Walworth County, Wisconsin, as Document No. 704378, together with any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto, located in the City, being an abutting site condominium development of single-family homes and duplexes comprising up to twenty-eight (28) dwelling units.

“Summerhaven Drive” means the private road that provides ingress and egress to Lake Geneva Boulevard from the Units and the units of Summerhaven I, which is located within a portion of the common elements of Summerhaven I that is more particularly described and delineated on the condominium plat for Summerhaven I.

“Submissions” mean the plans, drawings, specifications, and other information more particularly described in Article VIII, below, and required to be submitted by a Unit Owner to the Committee for approval prior to construction of any Improvements on a Unit.

“Unit” means the portion of the Property identified as a Unit on the Condominium Plat, more particularly described in Article III, below, which is intended for construction thereon of a single-family Dwelling. Collectively, the units identified on the Condominium Plat are the “Units.” The Condominium shall be subject to expansion as described in Article VI, below.

“Unit Owner” means the owner of a Unit. Where a Unit is sold under a land contract, the purchaser (and not the vendor) is the Unit Owner. “Unit Owners” means, collectively, the owners of the Units.

**ARTICLE III
DESCRIPTION OF UNITS**

3.01. **Identification of Units.** The Condominium shall consist of four (4) Units as identified on the Condominium Plat. The Condominium Plat shows the boundaries and dimensions of each Unit. The Units shall be identified as Units 251, 252, 253, and 254, as numbered on the Condominium Plat. The Condominium shall be subject to expansion as described in Article VI, below.

3.02. **Boundaries of a Unit.** Each Unit consists of a cubicle bounded on the sides by the perimeters shown on the Condominium Plat, bounded above by a horizontal plane fifty (50) feet above the ground level, and bounded below by a horizontal plane twenty (20) feet below ground level. The legal description of each Unit shall consist of the identifying number as specified in Section 3.01, above, and as set forth on the Condominium Plat. Each deed, lease, mortgage, or other instrument may legally describe a Unit by its identifying number as set forth in Section 3.01, above, and as shown on the Condominium Plat, and every such description shall be deemed good and sufficient for all purposes.

3.03. **Building Area.** Within each Unit, an Owner may build only one (1) Building, and such Building must be a Dwelling. Each Building shall be constructed within the Building Area of the Unit.

**ARTICLE IV
COMMON ELEMENTS; LIMITED COMMON ELEMENTS**

4.01 **Common Elements.** The Common Elements include, without limitation, the following:

- (a) The portion of the Land containing Murray Drive, as delineated on the Condominium Plat;
- (b) The portion of the Land containing the Storm Water Management System for the Condominium;
- (c) Any public or private utility lines or components running through a Unit that serve more than one (1) Unit or another Unit;
- (d) The portion of the Land containing the Force Main;
- (e) Any common amenities or improvements granted or conveyed to the Association; and

(f) Any other portion of the Land that is not part of a Unit as described above.

4.02 **Limited Common Elements.** There are no limited Common Elements.

ARTICLE V PERCENTAGE INTERESTS; VOTING

5.01 **Percentage Interests.** The undivided percentage interest in the Common Elements (“Percentage Interest”) appurtenant to each Unit shall be a percentage equal to one (1) divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article VI, below, the Percentage Interest shall be recalculated. Initially, each Unit’s Percentage shall be twenty percent (20%).

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

5.03 **Voting.** Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VII, below).

5.04 **Multiple Owners.** If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Association’s Bylaws (as defined below).

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

ARTICLE VI RIGHT TO EXPAND

6.01 **Reservation of Right.** Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described in the attached Exhibit D incorporated herein. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration in the Office of the Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Unit Owner, by accepting a deed to a Unit, acknowledges that

the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

6.02 **Number, Location, and Style of Units.** The maximum number of Units in the Condominium as expanded shall be twenty-seven (27). Declarant anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units to meet market requirements. The additional Improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing Improvements. All Units constructed within the expansion area shall be for residential use.

6.03 **Effect on Percentage Interest in Common Elements.** Upon any expansion as described in this article, the Percentage Interest in the Common Elements appurtenant to each Unit and calculated under Section 5.01, above, shall change to be a percentage equal to one (1) divided by the total number of Units within the Condominium as so expanded.

6.04 **Effective Date of Expansion.** The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Register of Deeds, which amendment shows the new Percentage Interests of the Unit Owners and the votes that each Unit Owner may cast in the Condominium as expanded, and when an addendum to the Condominium Plat is recorded as required in Wis. Stat. § 703.26. Declarant reserves the right to amend this Declaration, its exhibits, and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

6.05 **Effect of Expansion.** Upon the recording of an amendment to the Declaration and an addendum to Condominium Plat, each Unit Owner, by operation of law, shall have the Percentage Interests, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new Percentage Interests appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through, and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

ARTICLE VII CONDOMINIUM ASSOCIATION

7.01 **General.** Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Summerhaven II Condominium Owners Association, Inc. ("Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or

subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's Articles of Incorporation ("Articles") and Bylaws ("Bylaws"), the Act, this Declaration, and Wis. Stat. ch. 181 ("Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

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

7.03 **Board of Directors.** The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than Declarant shall elect at least thirty-three and one-third percent (33-1/3%) of the directors on the Board of Directors. For purposes of calculating the percentages set forth in Section 7.02, above, and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 6.02, above.

7.04 **Maintenance and Repairs.**

(a) **Common Elements.** The Association shall be responsible for the management and control of the Common Elements, shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose

of carrying out these responsibilities. The Association shall be responsible for the maintenance, repair and replacement of the private streets which constitute part of the Common Elements, including clearing debris and snow. The Association shall be responsible for the maintenance, repair, and replacement of the Storm Water Management System and the Force Main. The Association shall be responsible for repairing and replacing when necessary any Common Elements, as may be modified by the Cross-Easement Agreement. In addition, the Association shall be responsible for clearing of snow from the driveways within the Units, and the cost of such snow removal will be a Common Expense (as defined in Section 7.05). The Association shall also be responsible for painting the exterior trim of the Buildings at least every five (5) years.

(b) **Units.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all Improvements constructed within his or her Unit, including, without limitation, the interior and the exterior of the Dwelling thereon, the driveway from the Dwelling to Murray Drive (except for the clearing of snow, which will be the responsibility of the Association), as the case may be, and all Landscaping in accordance with and subject to Section 7.12 hereof. Each Unit shall at all times be kept in good condition and repair. If any Unit, including, without limitation, Landscaping and the exterior of a Dwelling, or other Improvements on the Unit, falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to any Common Elements or other Units, the Association, upon fifteen (15) days' prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owner of such Unit shall promptly reimburse the Association for the cost thereof. Such cost shall be a Special Assessment and shall create a lien enforceable in the same manner as other Special Assessments as set forth in Section 7.12. The Unit Owner of the offending Unit shall be personally (jointly and severally) liable, and such Unit may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs, including, without limitation, reasonable attorneys' fees and court costs, incurred in collecting the amounts due. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be added to the amounts payable as Special Assessments under Section 7.12.

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

7.05 **Common Expenses.** All expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, the maintenance of the Common Elements and the Units described in Section 7.04, above, and

administration of the Association shall be deemed to be common expenses (collectively, “Common Expenses”), including, without limitation, expenses incurred for: insurance; landscaping and lawn care; snow shoveling and plowing; maintaining, repairing, and replacing the Storm Water Management System, Summerhaven Drive and Murray Drive, the Force Main, and other Improvements to the Common Elements; Common Elements lighting; utility services provided to the Common Elements; any common amenities or improvements granted or conveyed to the Association; any shared expenses under the Cross-Easement Agreement; and maintenance and management salaries and wages.

7.06 **Annual Budget, Assessment and Collection of Common Expenses:** The Board shall each year, on or before June 1st, estimate the total amount of all anticipated Common Expenses and any amounts to be allocated to reserves, whether statutory or designated, and shall prepare an annual budget for the following fiscal year, taking into account any other anticipated Association expenses, the amount and source of any income other than Unit Owner assessments, surpluses, amounts in reserve (statutory or designated) and the anticipated Unit Owner assessment, and shall, on or before June 15th, notify each Unit Owner in writing as to the Unit Owner’s share of such assessment. The assessment for each Unit shall be assessed to the Unit Owner in accordance with the Unit’s Percentage Interest. On July 1st of the first fiscal year, and the first of each and every month of such year, each Unit Owner shall be obligated to pay the Unit Owner’s assessment made pursuant to this section.

7.07 **Reserve for Contingencies; Special Assessments.**

(a) The Board shall build up and maintain a reasonable reserve for contingencies and replacements for Common Elements; and

(b) Extraordinary expenditures not originally included in the annual estimate that may become necessary during the year shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, including nonpayment of any Unit Owners assessment, the Board may, at any time, levy a further assessment, special or otherwise, which shall be assessed to the Unit Owners in accordance with their Percentage Interest. The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing, giving the amount and reasons therefore, and such further assessment shall become effective with the first monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount. At the time each Unit is first sold by Declarant, the initial Unit Owners shall pay, in addition to the first monthly assessment to the Association, an amount equal to three (3) times the first full monthly regular assessment for such Unit Owner, which amount shall be used and applied as an operating reserve for Common Expenses in the manner provided by the Act.

7.08 **Budget Review.** Any proposed expenditure or action for the repair, maintenance or upkeep of the Property, or for the operation of the Property, shall be subject to review or challenge as provided under the Act.

7.09 **Records.** The Board shall keep full and correct books recording the receipts, expenses and reserves of the Association. The books shall be available for inspection by a Unit Owner or representative of the Unit Owner identified in writing during normal business hours upon written request. The Board may require a written notice of the request to inspect the books and may levy a reasonable charge, not to exceed Twenty-five and no/100 (\$25.00) Dollars, to be prepaid prior to any inspection. The Board shall furnish the Unit Owner upon written request a statement of the current amount due from the Unit Owner for any assessments.

7.10 **Remedies for Failure to Pay Assessments:** If any Unit Owner shall default in the payment of any charge or assessment imposed by the Board, the Board shall have the authority for and on behalf of itself and the Association and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies as may be provided by the Act, by the By-Laws, this Declaration or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments.

7.11 **General Assessments.** The Association shall levy monthly general assessments (“General Assessments”) against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Act.

Notwithstanding the foregoing, Units not yet sold by Declarant shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either (a) record a document to cause its Units to be subject to General Assessments, or (b) pay to the Association the amount necessary to cause the General Assessments against the Units not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves). Furthermore, if the Association has established a statutory reserve account under Wis. Stat. § 703.163, (i) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (ii) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (a) the first conveyance of such Unit, or (b) five (5) years from the date exterior construction of the Building on the Unit has been completed.

7.12 **Special Assessments.** The Association may, whenever necessary or appropriate, levy special assessments (“Special Assessments”) against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05, below; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04, above, and Article XIV, below, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the

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

7.13 **Common Surpluses.** If the surpluses of the Association (“Common Surpluses”) should be accumulated, other than surpluses in any construction fund as described in Sections 10.06 and 11.06, below, such Common Surpluses may be credited against the Unit Owners’ General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

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

7.15 **Management Services.** The Association shall have the right to enter into a management contract with a manager selected by the Association (“Manager”) under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs and landscaping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Unit Owners as a Common Expense. The management contract shall be subject to termination by the Association under Wis. Stat. § 703.35.

7.16 **General Assessments - Reserve Funds.** For any year in which the Association is maintaining a statutory reserve account for the Condominium under Section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

- (a) The reserve funds then in the reserve account;
- (b) The estimated cost of repairing or replacing Common Elements, other than routine maintenance;
- (c) The estimated remaining useful life of the Common Elements, and
- (d) The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

If the Association has established a statutory reserve account under Wis. Stat. § 703.163, payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the first conveyance of such Unit. Upon the first conveyance of a Unit by Declarant,

the Declarant may collect from the Unit purchaser at the closing of such Unit, a sum equal to two (2) months' of assessments for the reserve account.

7.17 **Landscaping Maintenance License.** To assure the proper care, health, maintenance, and appearance of the landscaping of the Units, the Association shall contract with the contractor that maintains the Common Elements from time to time to treat lawns with fertilizer and herbicides, mow lawns, and remove fallen leaves (but not to plant, trim, remove, or replace flowers, trees, hedges, or bushes) from each of the Units regularly during the period beginning April 1 of each year and ending November 30 of each year (collectively, "Lawn Maintenance"), unless such Unit is under construction during such period. Consequently, Declarant hereby reserves to the Association and said contractor, their respective employees, contractors, and agents, an irrevocable license over the landscaped area of each Unit to perform Lawn Maintenance at such time or times as the Association may direct. The contractor shall bill and collect from each Unit Owner regularly for the Lawn Maintenance provided to such Unit Owner's Unit, and shall have all rights and remedies provided by statute, at law, or in equity, plus all costs, including, without limitation, reasonable attorneys' fees and court costs, incurred in collecting the amounts due. A Unit Owner may opt out of Lawn Maintenance of his or her Unit by thirty (30) days' advance written notice thereof to the Association and the contractor each season, but shall be responsible to arrange the performance of such Lawn Maintenance to the satisfaction of the Association, which, if not reasonably satisfied, may order the contractor to perform the Lawn Maintenance on such Unit pursuant to Section 7.04(b), above.

7.18 **Storm Water Management System Maintenance.** The maintenance of the Storm Water Management System, after the expiration of Declarant control, shall be the responsibility of the Association, shared under the Cross-Easement Agreement, performed in accordance with the Storm Water Management System Maintenance Plan. If the Association(s) fail to perform such maintenance, the City, upon advance written notice to the Association, shall have the right of access to the Storm Water Management System for inspection, public drainage conveyance, and repairs. Actual costs incurred by the City for the repairs performed by the City or its agents shall be billed to and paid by the Association(s), pursuant to the Cross-Easement Agreement.

**ARTICLE VIII
ARCHITECTURAL CONTROL, DESIGN, ALTERATIONS,
COVENANTS AND USE RESTRICTIONS, AND OTHER STANDARDS**

8.01 **Architectural Review Committee and Construction and Design Standards.**

(a) **Purpose.** The Committee is hereby established to provide and monitor architectural controls consistent with the purpose of this Declaration and to address natural resources stewardship issues on each Unit. The Committee shall be composed of not less than three (3) members.

(b) **Membership.** Declarant shall appoint the initial three (3) members of the Committee. The initial three (3) members named by Declarant are:

Daniel E. McLean
Murray S. Peretz
David F. McLean

In the event of any vacancy on the Committee, Declarant shall appoint a new member to fill the vacancy. Any provision of this Declaration to the contrary notwithstanding, the date on which all of the Units have been conveyed to Unit Owners other than Declarant or entities controlled by Declarant, the two of the three Committee members shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the Board shall elect two of the members to a term of one year each, and fill vacancies on the Committee from among the Association members. At the next annual meeting of the Association, an election shall be held to name new members of the Committee. One (1) Committee member shall be elected for a one (1) year term; one (1) member of the Committee shall be elected for a two (2) year term, and one (1) member of the Committee shall be elected for a three (3) year term. Therefore, in succeeding years, at least one (1) position on the Committee shall be vacant. The Association shall hold an election at its annual meeting to fill that vacancy.

(c) **Submissions Required.** A Unit Owner desiring to construct or place any Dwelling or other Improvements upon a Unit shall deliver the Submissions to the Committee for its consideration pursuant to this Article VIII.

(d) **Standards.** To insure that the overall beauty of the Summerhaven Condominium is preserved and enhanced, the Committee shall require, and approve or disapprove, the Submissions for all Improvements on the Units to be constructed, repaired, reconstructed or replaced prior to the construction, repair, reconstruction or replacement of such Improvements. A complete set of the Submissions shall be presented to the Committee prior to commencing any clearing, grading, or construction of a Building of any Unit. The Submissions must include a complete set of the proposed plans and specifications for the Improvements, with, in addition to any other information reasonably requested by the Committee, architectural renderings (depicting the exterior elevations of all sides, materials, colors and dimensions), a foundation plan and an overall site plan for the Unit. The architectural design, style and integrity of Improvements to be constructed must be in compliance with the architectural design, style and integrity of the existing Units already constructed at the time such Unit Owner makes its Submissions to the Committee. Buildings may be one or two story single family residences and shall not exceed the maximum height limitations imposed by the City building and/or zoning codes. In addition, Buildings shall not be constructed outside of the Buildings Areas shown on the Condominium Plat. The minimum Building size shall be fifteen thousand (1,500) square feet of living area above-grade, which does not include basements, walk-out basements, garages, porches, decks, patios, porches, attics, or crawlspaces. The Committee will review and provide a written approval or disapproval the Submissions within thirty (30) days after receipt of both a written request from a Unit Owner and complete Submissions. If the Committee disapproves of a Unit Owner's Submissions, the Committee will set forth in reasonable detail the items which are disapproved and make suggested corrections and revisions. If the Unit Owner makes the Committee's suggested corrections or

revisions and resubmits the Submissions to the Committee, the Committee will review the revised Submissions and provide its approval or disapproval within thirty (30) days from receipt of the revised Submissions; provided, the Committee shall not unreasonably withhold or condition its approval of the revised Submissions if the Unit Owner makes all of the Committee's suggested corrections or revisions. Notwithstanding anything herein to the contrary, the Committee shall have the right to reject any plans and specifications submitted pursuant this Article VIII, that in the sole opinion of a majority of its members or the representative of the Committee:

- i. Are not in conformity with the requirements or restrictions in this Declaration or are not in conformity with the purposes of this Declaration generally; or
- ii. Are not desirable for aesthetic reasons; or
- iii. Are not in harmony with the surrounding Units or Common Elements; or
- iv. Have exterior lighting, exterior signs, or other exterior structures, fencing, or landscaping which are not desirable for aesthetic reasons.

By way of example, the Committee may consider the height, space, color, materials, trash disposal areas, attached garages, drives, walks, decks, patios, pools, fencing, landscaping, grading, and drainage of the proposed Improvements and the use of the Unit.

(e) **Required Governmental Permits.** No Improvements shall be constructed without the Unit Owner first obtaining any required zoning permit and building permit from the City. No Dwelling shall be occupied unless the Submissions therefor have been approved by the Committee and the Dwelling has been constructed consistent with the approved Submissions therefor.

8.02 **Unit Alterations.** One express purpose of this Declaration is to help assure that the Condominium will become and remain an attractive community; to preserve and maintain its natural beauty and ecological system and natural resources; to ensure the most appropriate development and improvement of each Unit; to guard against the erection of poorly designed or proportioned structures; to achieve harmonious use of materials and color schemes; and to encourage and secure the erection of attractive Dwellings and other Improvements on each Unit. To that end, no Dwelling, other Improvements, or Landscaping shall be erected, placed, altered, or planted on any Unit until the Submissions therefor have been approved in writing by the Committee in accordance with this Article VIII.

8.03 **Commencement and Completion of Construction.** The Unit Owner shall begin the construction of the Dwelling on his or her Unit within two (2) years after the date of the closing of the purchase of such Unit by such Unit Owner. If such construction is not timely begun, Declarant shall have the option, but not the obligation, to repurchase such Unit from such Unit Owner at the same price for which such Unit was sold by Declarant, and on the same material terms and conditions as the contract of sale for the Unit by Declarant, but with Declarant as buyer

and such Unit Owner as seller, to be exercised by written notice thereof from Declarant to such Unit Owner given within ninety (90) days after said second anniversary date, and closed within sixty (60) days after the date of such notice of the exercise of the option. All construction, except the driveway, must be completed within one (1) year after the start of such construction. No Dwelling shall be occupied or used until the same is completed. When completed all constructed Improvements and Landscaping shall comply with the Submissions as approved by the Committee unless changes are approved in writing by the Committee.

8.04 **Deemed Compliance.** After the expiration of one (1) year from the date of its completion, any building or other structure built or erected shall be deemed to comply with the provisions of this Declaration unless written notice shall have been given to the Unit Owner specifying the nature of the violation and demanding its removal or abatement. Invalidation of any one (1) of the restrictions, protections, and covenants herein contained shall in no manner affect any of the other provisions hereof, all of which shall be deemed to remain in full force and effect. No such deemed compliance under this Section 8.04 shall be deemed to limit or impair, in any way, the authority of the City to enforce any ordinance, regulation, or condition pertaining to the Improvements on the subject Unit.

8.05. **Use and Occupancy Restrictions.** The Units and Common Elements shall be occupied and used as follows:

(a) No Unit Owner shall, by deed, plat, or otherwise, subdivide or in any other manner cause his or her Unit to be separated, divided, or reconfigured into any tract or parcel different from the whole Unit as shown on the Condominium Plat.

(b) No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Dwelling on a Unit shall be located within a designated Building Area and shall be used and remain as a single-family residence, and shall be used for no other purposes. For purposes of the definition of "single-family," the same shall mean, for the terms and conditions of this Declaration, that no more than three (3) people unrelated by blood or marriage shall comprise a "single family," and any more than said three (3) persons unrelated by blood or marriage living in any dwelling situated on any Unit shall be violative of the terms and conditions of this Declaration.

(c) Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that

(i) The term of any such lease shall not be less than twelve (12) months;

(ii) The lease contains a statement obligating all tenants to abide by the Declaration, the Articles, the Bylaws, and all rules and regulations of the Association and providing that the lease is subject and subordinate to the same;

(iii) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and all rules and regulations of the

Association shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws, and the rules and regulations of the Association, the right to evict the tenant or terminate the Lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation; and

(iv) A true and complete copy of the Lease shall be provided to the Association at least ten (10) days prior to execution so that the Association can confirm that the Lease meets the requirements of this section.

During the term of lease of all or any part of a Unit, the Unit Owner shall remain liable for the compliance of the Unit, such Unit Owner, and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the rules and regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The restrictions against leasing contained in this Section 8.05(c) shall not apply to leases of the Units by the Declarant or leases of the Units to the Association, and may not be amended to impose further restrictions on the right to lease or deleted without the prior written consent of Declarant.

(d) There shall be no obstruction of the Common Elements, nor shall anything be stored, parked, or placed in the Common Elements, such as bicycles, motor vehicles, motor cycles, or other personal property, without the prior written consent of the Association first having been obtained, except as expressly permitted herein.

(e) Each Unit Owner shall be responsible for maintenance, decoration, and upkeep of his or her individual Unit.

(f) The Association has the right to establish the speed limit for Murray Drive.

(g) Nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance applicable for residential use without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his or her Unit or upon the Common Elements which will result in the cancellation of insurance or which would be in violation of any law. No waste shall be committed in the Common Elements.

(h) Each Unit Owner shall be responsible for his or her own insurance on his or her Unit, and decorating, furnishings, and personal property therein, and his or her personal property stored elsewhere on the Property, and his or her personal liability to the extent not covered by the fire and liability insurance for all the Unit Owners obtained by the Association as hereinbefore provided.

(i) No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Further provided, however, that no Unit Owner may have more than two (2) household pets of any kind permanently

reside in his or her Unit. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon five (5) days written notice from the Association. No dogs, cats, or other pets permitted under the terms and conditions of this Declaration shall be allowed off any Unit in the Condominium, unless said dog or pet is on a leash accompanied by a Unit Owner or other person in charge of such pet.

(j) No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or any occupants.

(k) Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of any utility installations.

(l) No clothes lines shall be maintained on the Units, and no clothes, sheets, blankets, or laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements or the Units. The Common Elements and Units shall be kept free and clear of rubbish, debris, and other unsightly materials.

(m) No industry, business, trade occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Unit.

(n) Quiet hours in the Condominium shall be maintained from the hours of 11:00 p.m. to 7:00 a.m. Central Time, and any noise or disturbance may be abated by Declarant or the Association.

(o) None of Summerhaven Drive or Murray Drive, and no Unit shall be used for storage or long-term parking of any recreational vehicle, including, without limitation, boats, campers, trailers, and motor homes or any other items for a period in excess of twenty-four (24) hours, unless such vehicle or item is completely located within the garage on the Unit. No truck, except a van, mini-van, or pickup truck for personal use of a Unit Owner, shall be parked on Summerhaven Drive or Murray Drive, or on a Unit outside of the garage other than for the delivery of materials, except during construction or remodeling periods. No vehicles shall be parked on any yard at any time.

(p) No Unit Owner shall block, obstruct or change the Storm Water Management System. Furthermore, the storm water detention areas shall remain unobstructed and undisturbed by Unit Owners.

(q) External lighting shall be permitted outside of the Units, but said lighting shall not be in excess of the lighting provided by a single one hundred (100) watt light bulb in the front and rear of each Unit and not within the side yards of any such Unit.

(r) There shall be no cutting, severance, or destruction of permanent trees within the Units or the Common Elements, except within the designated Unit Areas for construction of a residence, without the prior written consent of Declarant or the Association.

(s) No time-sharing or integral ownership shall be allowed as a mode of ownership or use of the Units in the Condominium. In addition, if a Unit is owned by a corporation or partnership, the restrictions contained in subsection (b), above, shall apply, and no more than three (3) unrelated persons may occupy any dwelling unit on any Unit at any time.

(t) No signs of any kind shall be displayed to the public view on any Unit, except one (1) professional sign of not more than one (1) square foot in area or a sign of not more than five (5) square feet in area advertising the property for sale or rent or signs used by a building contractor. Declarant may utilize signs, banners, or other marketing tools of a size and quantity in conformance within the City zoning ordinance to advertise during the construction and sales period. Declarant reserves the right to erect signs, gates or other entryway features (and surrounding landscaping) at the entrances to the Condominium.

(u) No firewood or wood pile shall be kept outside a Dwelling or accessory structure.

(v) No structure of a temporary character, mobile home, trailer, tent, garage, or other accessory building shall be used at any time as a Dwelling.

(w) There shall be no vegetable gardens within the Condominium property, including without limitation, within the Units or Common Elements.

8.06 **Driveways.** All driveways shall connect directly to Murray Drive. Each driveway shall be paved with a hard surface material within one (1) year after the substantial completion of the construction of the Dwelling it serves. Driveways may be surfaced with permeable pavements (including brick) that generate less storm water runoff than asphalt or concrete driveways. In its discretion, the Committee may authorize construction of a driveway by use of any other ecologically sound hard pack surface materials which are consistent with the terms, conditions, and provisions of this Declaration.

8.07 **Pools, Therapy Pools, Spas.** There shall be no swimming pool(s) on a Unit. Any therapy pools and spas (including hot tubs) shall address the relationship between indoor and outdoor features, setbacks, wind, sun, and the Unit's terrain. Hot tubs and the like no larger than one hundred (100) square feet are allowed and may be above ground.

8.08 **Utilities.** All electric distribution lines, all telephone lines from which Units are individually served, and all community antenna television cables installed within the Condominium shall be underground, except that associated equipment and facilities which are equipment to underground electric and communication systems, such as, but not limited to, substations, pad-mounted transformers, switches, and above-ground pedestal-mounted terminal boxes, may be located above ground level.

8.09 **Miscellaneous Structures.** Children's outdoor playground equipment and play structures shall be allowed on a Unit, provided that any part of such equipment or structure that is an enclosure must be approved in writing by the Committee prior to installation. These structures may be subject to City zoning restrictions. Dog kennels are prohibited.

8.10 **Mail Boxes.** The Committee shall control the selection and construction of all mailboxes for Dwellings within the Condominium. Community standard mailboxes are the only style that is approved for use in the Condominium, and the purchase, installation, and maintenance thereof shall be the sole responsibility of the Unit Owner. The mailbox location shall be as directed by the local postmaster. Contact the Committee for proper height, post style, and sizes of mail boxes to be used.

8.11 **Walls, Fences, and Hedges.** The use of fences is discouraged. Any use of walls, fences, or hedges shall be compatible with the surrounding environment and the conservation theme of the Condominium, shall not block natural views, and shall serve only landscaping, security, or privacy purposes. Fences, walls, or hedges shall not be used to define Unit perimeter boundaries. If the Unit Owner desires some screening of the Dwelling, natural bushes or shrubs shall be used. All walls, fences, and hedges must be approved by the Committee prior to their installation. Chain link fencing shall not be permitted on any Unit. Maximum height for walls and fences is six (6) feet, excepting any front or street yard where fences shall not exceed thirty (30) inches in height, subject to City zoning standards. Retaining walls which attach to the Dwelling shall use the same materials that the wall comes in contact with.

8.12 **Antennas.** No mast-type antenna may be mounted or installed on any roof. One (1) satellite dish of thirty (30) inches in diameter or smaller shall be allowed on a Unit, and shall be placed to the extent feasible in a location that is not visible from Murray Drive, while still permitting reception of an acceptable quality signal.

8.13 **Air Conditioning Equipment.** No window air conditioning equipment shall be installed. All central air conditioning equipment shall be shielded, to minimize noise for adjacent Unit Owners. There shall be no installation of air conditioning equipment on the roof of a Dwelling without the prior approval of the Committee.

8.14 **Fuel Tanks.** No exposed tank for the storage of fuel or any other purpose shall be maintained.

8.15 **Landscaping and Landscape Plans.** To insure that the overall beauty of the Condominium is preserved and enhanced, the Committee shall require, and approve or disapprove, landscape plans for individual Units.

(a) The Summerhaven Condominium has been designed using the natural elements as much as possible. It is the intent of the Committee to maintain this landscape integrity. The determining factor of good landscape design shall always be the architecture and location of the Dwelling. The Committee will take into account the various relationships between the Dwelling, the site, and adjacent Dwellings, views, prevailing breeze, and other amenities in making decisions regarding specific landscape plans.

(b) The Committee may recommend the use of plant material that will create a manicured, garden-like atmosphere.

(c) Fundamental to the design criteria is the need for gardens and lawns to harmonize with the natural beauty of the community. Unit Owners will be encouraged by the Committee to landscape their home sites with plant material which is indigenous to the existing area.

8.17 **Drainage Plans.** Declarant, the City, and its respective agents, employees, or independent contractors, shall have the right to enter upon any Unit, at any time, for purposes of inspection, maintenance, and correction of any drainage condition, at the expense of the Unit Owner. Each Unit Owner, at the time of Building construction, shall be responsible for grading his or her Unit so as to direct drainage toward the private streets and to prevent an increase in drainage onto neighboring Units or property, and in accordance with the approved storm water drainage plans for the Condominium. Each Unit Owner shall consult with the adjacent Unit Owners to determine the best manner in which to grade their common Unit boundary lines. Declarant, the Committee, and the City, shall have no responsibility for establishing Unit boundary line grades due to varying terrain and drainage conditions on each Unit following Dwelling construction. The services of a professional engineer may be required to design a proper grading plan for any Unit, the cost of which shall be paid by the Unit Owner.

8.18 **Erosion Control.** Each Unit Owner, from the time construction on his or her Unit has commenced, shall be responsible for installing and maintaining erosion control measures until such time as a lawn or other plantings sufficient to prevent erosion has been established on the Unit. These measures include, without limitation: installation of silt fence, hay or straw bales and ditch checks; construction of an anti-tracking stone pad; street cleaning following precipitation events or in the event of tracking of mud on streets by any vehicle leaving the Unit; and sodding or seeding and mulching lawn areas. Steep slopes may require installation of straw mat, jute mat or other materials designed to stabilize steep and highly erodible areas. Any areas where erosion control measures have been compromised by weather, construction or any other event shall be repaired within seven days of damage. Erosion control measures must be inspected and any necessary maintenance or repairs made after every rainfall exceeding ½-inch, and at least once per week. Failure to comply with these requirements may result in sanctions against the Unit Owner by the City, the Wisconsin Department of Commerce, and/or the Wisconsin Department of Natural Resources. All erosion control measures must be installed and maintained according to the Declaration and the standards and specifications set forth in Wisconsin Construction Site Best Management Practices Handbook and/or local ordinances.

8.19 **Restoration.** If a Unit Owner or his or her contractors disturb neighboring Units or other Condominium property during construction or grading, all disturbed areas shall be immediately restored by the Unit Owner to their original grade with vegetation of like kind. If any material is deposited onto a street or neighboring Unit or other Condominium property, the Unit Owner of the Unit from which the material came shall be responsible for removing such material and restoring the street, Unit or other Condominium property to its original condition.

8.20 **Contractors and Service Personnel.** Unit Owners will (or will cause their respective contractors to) adhere to the General Rules for all Summerhaven Contractors and Service Personnel attached hereto as Exhibit E.

8.21 **Negligence of an Owner.** If due to the negligent act or omission of a Unit Owner, or member of such Unit Owner's family, or household pet, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board or the Committee (if applicable).

8.22 **Sales Office.** Declarant reserves the right to install, construct and maintain model units, sales offices (which may be temporary structures such as trailers) on any of the Units owned by Declarant and within any of the Common Elements of the Property.

8.23 **Declarant's Right to Make Changes.** Declarant hereby reserves the right to change the number of Units within the Condominium Plat, to change the location of the Building Areas, and the configuration of the Common Elements; provided however, in no event shall there be any change to Units that prior to the date of such change, have been sold by Declarant (or any successor Declarant). Further, in the event that any of the foregoing changes are materially different than the Units, Building Areas or Common Elements shown on the Condominium Plat, Declarant will file an amendment to the Condominium Plat showing the actual location of the Units, Building Areas and Common Elements so changed.

8.24 **Construction and Conveyance of Pool and Clubhouse.** Declarant shall construct on the Property, or on other property owned by Declarant certain common facilities for the common use and benefit of the Unit Owners, the unit owners of Summerhaven, their respective tenants and invitees, subject to reasonable Rules and Regulations of the Association, which will include a small swimming pool and a one story building adjacent thereto, consisting of approximately 1000 square feet, containing separate women's and men's bathrooms and a meeting room (collectively, "Pool Facilities"). Upon the completion of construction of the Pool Facilities, the Declarant will convey the Pool Facilities to the Association. Upon conveyance of the Pool Facilities to the Association, the maintenance, repair and replacement of the Pool Facilities shall be the responsibility of the Association, subject to an agreement with the Summerhaven Association to share the use and costs of such Pool Facilities.

ARTICLE IX INSURANCE

9.01 **Fire and Extended Loss Insurance.** The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the

Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X, below.

9.02 **Public Liability Insurance.** The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000.00 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

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

9.04 **Directors' and Officers' Insurance.** Subsequent to the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000.00, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

9.05 **Mutual Waiver of Subrogation.** Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured

against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

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

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

10.01 **Determination to Reconstruct or Repair.** If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.01.

(a) **Damage Less Than Five Percent (5%) of Replacement Cost.** If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) **Damage Equal to or Greater than Five Percent (5%) of Replacement Cost; Insurance Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time

to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) **Damage Equal to or Greater than Five Percent (5%) of Replacement Cost; Insurance Not Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

10.02 **Plans and Specifications.** Any reconstruction or repair shall, as far as practicable, be made in accordance with the maps, plans and specifications used in the original construction of the damaged Common Elements, unless the Committee approves and authorizes a variance from the original construction of the Common Elements. If such a variance is so approved and authorized, and if such variance would constitute a material deviation in the location, dimensions or nature of the Common Elements as shown on the Condominium Plat, then an amendment to this Declaration or the Condominium Plat setting forth any such variance, as the case may require, shall be recorded by the Association.

10.03 **Responsibility for Repair.** In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.01, above), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04 **Insurance Proceeds and Construction Fund.** Insurance proceeds held by the Association as trustee pursuant to Section 9.01, above, shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.06, below.

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

10.06 **Surplus in Construction Funds.** All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as “Construction Funds.” It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

10.07 **Partition and Sale Upon Consent.** If following damage or destruction described in Section 10.01(c), above, the Unit Owners having seventy-five percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit. Notwithstanding anything contained herein to the contrary, in any event, plans and specifications for repair, replacement, reconstruction or rebuilding of any Improvements or Landscaping located within a Unit shall be subject to the prior approval of the Committee, in accordance with Article VIII above

10.08 **Mortgagees' Consent Required.** No approval, consent, or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE XI CONDEMNATION

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

- (a) If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein, and for consequential damages to the Unit or improvements located therein.
- (b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 11.02. below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

- (c) If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 11.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.
- (d) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

11.02 **Determination to Reconstruct Condominium.** Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

11.03 **Plans and Specifications for Common Elements.** Any reconstruction shall, as far as practicable, be made in accordance with the maps, plans and specifications used in the original construction of the damaged Common Elements, unless the Committee approves and authorizes a variance from the original construction of the Common Elements. If such a variance is so approved and authorized, and if such variance would constitute a material deviation in the location, dimensions or nature of the Common Elements as shown on the Condominium Plat, then an amendment to this Declaration or the Condominium Plat setting forth any such variance, as the case may require, shall be recorded by the Association.

11.04 **Responsibility for Reconstruction.** In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05 **Assessments for Deficiencies.** If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

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

11.07 **Percentage Interests Following Taking.** Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for

those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

11.08 **Partition and Sale Upon Consent.** If, pursuant to Section 11.02, above, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having seventy-five percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XII MORTGAGEES

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

- (a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.
- (b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.
- (c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

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

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

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

ARTICLE XIII AMENDMENT

Except as otherwise provided by the Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI, above, the consent in writing of Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. The foregoing notwithstanding, the provisions of Section 7.18, above, dealing with maintenance of the Storm Water Management System, shall not be amended without the express written consent of the Common Council of the City, which may be withheld in the City's sole discretion. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded in the Office of the Register of Deeds, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI, above.

ARTICLE XIV REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII, above), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons

violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both; provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association.

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

ARTICLE XV GENERAL

15.01 **Utility Easements.** Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to the City or public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, within the fifty (50) foot rights-of way for Murray Drive, Summerhaven Drive, and any other future private street(s) serving the Condominium with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02 **Right of Entry.** By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04, above. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency

when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

15.03 **Notices.** All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to McMurr II, LLC, Attn: Murray S. Peretz, 351 W. Hubbard, Suite 610, Chicago, Illinois 60654. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.04 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05 **Access to Condominium by Declarant and Owners of Unbuilt Buildings.** During any period in which (a) Declarant is constructing any Building or other improvements on the Property; (b) a Unit Owner is constructing a Building; or (c) Declarant is replacing or repairing any Common Elements, then Declarant and such Unit Owner, as the case may be, and their respective contractors, subcontractors, agents, and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with the work.

15.06 **Resident Agent.** The name and address of the resident agent under Wis. Stat. § 703.23 is Lakes Property Management, L.L.C., 700 Veterans Parkway, Suite 204, Lake Geneva, WI 53147. The resident agent may be changed by the Association in any manner permitted by law.

15.07 **Assignment of Declarant's Rights.** The rights, powers, and obligations of the party named as “Declarant,” as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on Declarants by Wis. Stat. ch. 703. Upon the recording of any such amendment, such assignee shall become “Declarant” under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

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

15.09 **Disclosure Regarding Warranties.** Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, without limitation, the implied warranty of fitness for a particular purpose and merchantability, are made by Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements. Any implied warranty of workmanlike performance and that the Common Elements are or will be reasonably adequate for use and occupancy, created by § 706.10(7) of the Act, which statutory section creates the above-stated implied warranties, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements shall be subject to the provisions of Wis. Stat. § 895.07(8).

(Signature page follows)

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date first written above.

DECLARANT:

McMURR II, LLC, an Illinois limited liability company

By: _____
Murray S. Peretz, Its Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2019, the above-named Murray S. Peretz, the manager of McMurr II, LLC, an Illinois limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

Notary Public, _____ County, Illinois
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 754, RECORDED AS DOCUMENT NO. 28944 OF WALWORTH COUNTY CERTIFIED SURVEYS, SAID POINT LOCATED S 89DEG 31MIN 36SEC W, 733.28 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 36 (T2N, R17E); THENCE N 89DEG 38MIN 40SEC E, 89.98 FEET; THENCE N 89DEG 37MIN 23SEC E, 90.50 FEET TO THE WEST LINE OF LAKE GENEVA BOULEVARD; THENCE N 01DEG 34MIN 47SEC W, 348.82 FEET ALONG SAID BOULEVARD TO THE SOUTHWEST LINE OF WELLS STREET; THENCE N 37DEG 55MIN 32SEC W, ALONG SAID STREET, 202.94 FEET; THENCE S 89DEG 18MIN 48SEC W, 239.56 FEET TO THE POINT OF BEGINNING; THENCE S 00DEG 41MIN 12SEC E, 50.00 FEET; THENCE S 01DEG 55MIN 11SEC E, 134.92 FEET; THENCE S 89DEG 31MIN 07SEC W, 24.01 FEET; THENCE S 01DEG 12MIN 03SEC E, 16.91 FEET; THENCE S 88DEG 41MIN 15SEC W, 42.80 FEET; THENCE N 86DEG 27MIN 48SEC W, 126.62 FEET; THENCE S 88DEG 58MIN 07SEC W, 199.39 FEET TO THE EAST LINE OF LAKE SHORE VILLAGE CONDOMINIUM; THENCE ALONG SAID CONDOMINIUM, N 00DEG 11MIN 05SEC W, 6.62 FEET; THENCE CONTINUE, N 00DEG 47MIN 32SEC W, 187.44 FEET; THENCE N 89DEG 18MIN 48SEC E, 389.70 FEET TO THE POINT OF BEGINNING. CONTAINING 76,247 SQUARE FEET (1.75 ACRES) OF LAND, MORE OR LESS (end of legal description).

EXHIBIT B

CONDOMINIUM PLAT

APPROVAL OF CITY OF LAKE GENEVA

The attached Summerhaven of Lake Geneva II Plat of Condominium, depicting real property located within the City of Lake Geneva submitted to the Act hereby, was approved by the Common Council of the City of Lake Geneva on _____, 2019.

By: _____
Thomas Hartz, Mayor

Attest: _____
Lana Kropf, City Clerk

EXHIBIT C
STORM WATER MANAGEMENT SYSTEM MAINTENANCE PLAN

See attached.

EXHIBIT D

LEGAL DESCRIPTION OF EXPANSION PROPERTY

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 754, RECORDED AS DOCUMENT NO. 28944 OF WALWORTH COUNTY CERTIFIED SURVEYS, SAID POINT LOCATED S 89DEG 31MIN 36SEC W, 733.28 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 36 (T2N, R17E); THENCE S 01DEG 33MIN 07SEC E, ALONG THE WEST LINE OF SAID LOT 1 CSM 754, 129.35 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE S 01DEG 35MIN 49SEC E, 66.14 FEET ALONG SAID CSM 754 TO AN IRON PIPE STAKE FOUND MARKING THE NORTHWEST CORNER OF LOT 3 OF SAID CSM 754; THENCE S 01DEG 31MIN 43SEC E, TO AN IRON PIPE STAKE FOUND AT THE SOUTHWEST CORNER OF SAID CSM 754, 128.13 FEET, SAID POINT BEING ON THE NORTH LINE OF CERTIFIED SURVEY MAP NUMBER 4098; THENCE ALONG THE NORTH LINE OF SAID CSM 4098, N 89DEG 51MIN 07SEC W, 113.85 FEET TO AN IRON PIPE STAKE AT THE NORTHWEST CORNER OF SAID CSM 4098 AND THE NORTHEAST CORNER OF CERTIFIED SURVEY MAP NO. 2820; THENCE ALONG THE NORTH LINE OF SAID CSM 2820, N 89DEG 57MIN 18SEC W, 282.16 FEET TO THE NORTHWEST CORNER OF SAID CSM 2820 AND THE NORTHEAST CORNER OF LOT 14 OF GENEVA WOODS SUBDIVISION; THENCE ALONG THE NORTH LINE OF GENEVA WOODS SUBDIVISION, S 89DEG 26MIN 58SEC W, 345.08 FEET TO AN IRON PIPE STAKE FOUND MARKING THE NORTHWEST CORNER OF LOT 11 OF SAID GENEVA WOODS SUBDIVISION; THENCE ALONG THE NORTH LINE OF GENEVA WOODS SUBDIVISION, S 89DEG 00MIN 57SEC W, 50.64 FEET TO A FOUND IRON REBAR STAKE; THENCE N 00DEG 46MIN 30SEC W, 323.66 FEET TO A FOUND IRON REBAR STAKE ON THE SOUTH LINE OF LAKE SHORE VILLAGE CONDOMINIUM; THENCE N 89DEG 53MIN 53SEC E, 207.84 FEET TO AN IRON PIPE STAKE FOUND MARKING THE SOUTHEAST CORNER OF SAID LAKE SHORE VILLAGE CONDOMINIUM; THENCE N 89DEG 55MIN 25SEC E, 103.47 FEET; THENCE S 06DEG 43MIN 55SEC E, 226.04 FEET; THENCE S 89DEG 41MIN 51SEC E, 124.31 FEET; THENCE N 04DEG 56MIN 22SEC W, 161.61 FEET; THENCE N89DEG 38MIN 02SEC E, 310.88 FEET; THENCE S 01DEG 33MIN 07SEC E, 64.31 FEET; THENCE N 89DEG 40MIN 56SEC E, 30.01 FEET TO THE POINT OF BEGINNING. CONTAINING 201,115 SQUARE FEET (4.62 ACRES) OF LAND, MORE OR LESS (end of legal description).

Property Index Number: ZSUM 00002

AND

LOT 1 OF CERTIFIED SURVEY MAP NO. 754, SAID SURVEY BEING A PART OF THE NORTHEAST ¼ OF SECTION 1, T1N, R17E, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, AND RECORDED IN VOL. 3 OF CERTIFIED SURVEYS AT PAGE 275 AS DOCUMENT NO. 28944 WALWORTH COUNTY RECORDS (end of legal description).

Property Index Number: ZA 75400001

EXHIBIT E

GENERAL RULES FOR ALL SUMMERHAVEN CONTRACTORS AND SERVICE PERSONNEL

1. Construction activity shall be performed during the hours of 7:00 a.m. through 6:00 p.m., Monday through Saturday only, excluding holidays.
2. Contractors shall keep their job sites as neat and clean as possible. Trash and discarded materials shall be contained in roll-off containers until removed. There shall be no stockpiling or dumping on adjacent Units or on streets. Trash not removed may be removed by Declarant and billed to the responsible contractor or subcontractor.
3. Contractors shall use only the utilities provided on the immediate Unit on which they are working.
4. Any damage to streets, the Storm Water Management System or the Force Main of the Condominium, street lights, street markers, post lamps, mailboxes, walls, and other property shall be repaired by the responsible Unit Owner, and such costs billed to the responsible contractor or Unit Owner or taken from any damage deposit.
5. Contractors shall adhere to any speed limits established by the Association or the municipality for construction vehicles, including light trucks and autos.
6. There shall be no washing of any truck on the streets. Any concrete delivery truck washed out must be on the construction site.
7. Operators of vehicles shall not spill any damaging materials while within Summerhaven. If spillage of a load occurs, operators are responsible for cleaning up. Clean-ups done by contractors retained by Declarant shall be billed to the responsible party. Please report any spills as soon as possible.
8. If any telephone, cable television (if any), natural gas, electrical, water, septic, or other utility lines are cut, it is the contractor's responsibility to report the accident to the utility company and affected Unit Owners within thirty (30) minutes.
9. All personnel working in Summerhaven are to keep all areas in which they work or travel free of discarded materials such as lunch bags and odd materials. Objects shall not be thrown out of cars and trucks. Stockpiling of any materials on adjacent Units is not allowed.
10. Loud radios or noise shall not be allowed within Summerhaven. This is distracting and discomforting to Unit Owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction. Remember that sound travels a long way on a windy day.
11. No vehicles (trucks, vans, cars, etc.) may be left in the subdivision overnight. Construction equipment may be left on the Unit while needed, but shall not be kept on the street.
12. Contractor personnel shall not bring pets into Summerhaven.
13. Job site signs may not exceed ten (10) square feet in size.
14. The housing project must be completed within one year from the start of construction, including basic landscaping. "Basic landscaping" is defined as seeding or sodding of all areas disturbed by construction of improvements. All driveways shall be paved within one year from the start of construction.

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: May 20, 2019

Agenda Item: 8

Applicant:

Reeds Construction LLC
W3199 S Lake Shore Drive
Lake Geneva, WI 53147

Request: 1540 Lake Shore Dr. (ER-1)

Boat Slip - Conditional Use Permit
Douglas Powell
1014 W. Altgeld St., Chicago, IL 60614
Tax Key No. ZLM00047

Description of Proposed Conditional Uses:

The applicant is submitting a Conditional Use Permit (CUP) to propose a new boat slip at 1540 Lake Shore Dr. The slip would involve a wood pier with one wood cribs filled with rock. Detailed crib and decking designs are included in the submittal. The pier addition is connected to the 62 foot long main pier and as proposed will extend the pier to 83' in total length.

The City conditions all Conditional Use Permits for boat slips and piers on approval from the DNR. A copy of the Wisconsin DNR Water Resources permit application is included in the submittal.

As proposed, the new boat slip meets the 100-foot maximum length for piers (per Section 90-142 of the Lake Geneva Municipal Code). The pier meets the 12.5-foot setback from the adjacent riparian zone boundary (Section 90-143(e)). The pier does not seem to create an unlawful obstruction, although this will be confirmed by the required review by Wisconsin DNR.

Action by the Plan Commission:

Recommendation to the Common Council on the proposed Conditional Use Permit (CUP):

As part of the consideration of the requested CUP, the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed CUP;
- Include *findings* required by the Zoning Ordinance for CUPs; and,
- Provide specific suggested *requirements* to modify the project as submitted.

Staff Review:

The proposed conditional use is fully consistent with the requirements of the Municipal Ordinance.

Required Plan Commission Findings on the CUP for Recommendation to the Common Council:

A proposed CUP must be reviewed by the standards, below:

- 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 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, 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 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 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, 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 impose an undue burden on any of the 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 Recommendation:

1. Staff recommends that the Plan Commission recommend approval of the proposed conditional use as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.
3. Staff recommends the following *additional condition of approval* be attached.
 - a. Conditional Use Permit approval is contingent on review and approval of the proposed slip by the Wisconsin DNR.

ZLM00047

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

Site Address/Parcel No. and full Legal Description required (attach separate sheet if necessary):
1540 Lake Shore Drive

Name and Address of Current Owner:

Douglas Powell

1014 W. Altgeld St., Chicago, IL 60614

Telephone No. with area code & Email of Current Owner: 773-307-0995

Name and Address of Applicant:

Reed's Construction, LLC - Jeff Reed

W3199 S. Lake Shore Drive, Lake Geneva, WI 53147

Telephone No. with area code & Email of Applicant: O 262-248-2934 cell 262-949-5064

Proposed Conditional Use:

Add a 10' wide x 20' long section onto the end of the slip pier

Zoning District in which land is located:

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

Reed's Construction, LLC

W3199 S. Lake Shore Drive, Lake Geneva, WI 53147

Short statement describing activities to take place on site:

Install 1 Crib on the lake bed and fill with rock, then building jacks, stringers and decking at shop then haul it to lake and put it together

Conditional Use Fee payable upon filing application: \$400.00 [\$100.00 for Application Under Sec. 98-407(3)]

3/21/19
Date

Michele B...
Signature of Applicant

**CITY OF LAKE GENEVA PROCEDURAL CHECKLIST FOR:
CONDITIONAL USE REVIEW AND APPROVAL (Requirements per Section 98-905)**

This form should be used by the Applicant as a guide to submitting a complete application for a conditional use and by the City to process said application. Parts II and III should be used by the Applicant to submit a complete application; Parts I - IV 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 20 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 map of the proposed conditional use:**

- ___ Showing all lands for which the conditional use is proposed;
- ___ Showing all other lands within 300 feet of the boundaries of the subject property;
- ___ Referenced to a list of the names and addresses of the owners of said lands as they appear on the current records of the Register of Deeds of Walworth County (as provided by the City of Lake Geneva);
- ___ Clearly indicating the current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control;
- ___ Map and all its parts are clearly reproducible with a photocopier;
- ___ Map size of 11" by 17" and map scale not less than one inch equals 800 ft;
- ___ All lot dimensions of the subject property provided;
- ___ Graphic scale and north arrow provided.

___ (b) **A map, such as the Land Use Plan Map, of the generalized location of the subject property in relation to the City as a whole:**

- _____ (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?

Main Pier will stay the same at 6' x 63' with Slip 12' x 29' slip, the walkway around the slip will be 10' x 17' 5 1/2" and a 6' x 29' catwalk. We will be adding to the catwalk that widens to a 10' x 20' area.

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?

Going to be used as a loading dock area for the boat

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, this is all on private property. It is a pier just like all the other piers on the lake.

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?

Used for private boat dock

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?

This is down on the water and the home owner is responsible for repair and up keep. It is made at the shop and hauled in to be installed. It is stored on private property when removed during the winter.

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?

Public does not benefit. This is a private pier for private use only.

Will not cost the public anything

IV. 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 20 reduced (8.5" by 11" text and 11" x 17" graphics) copies of complete Final Application Packet by Zoning Administrator:** Date: _____ by: _____

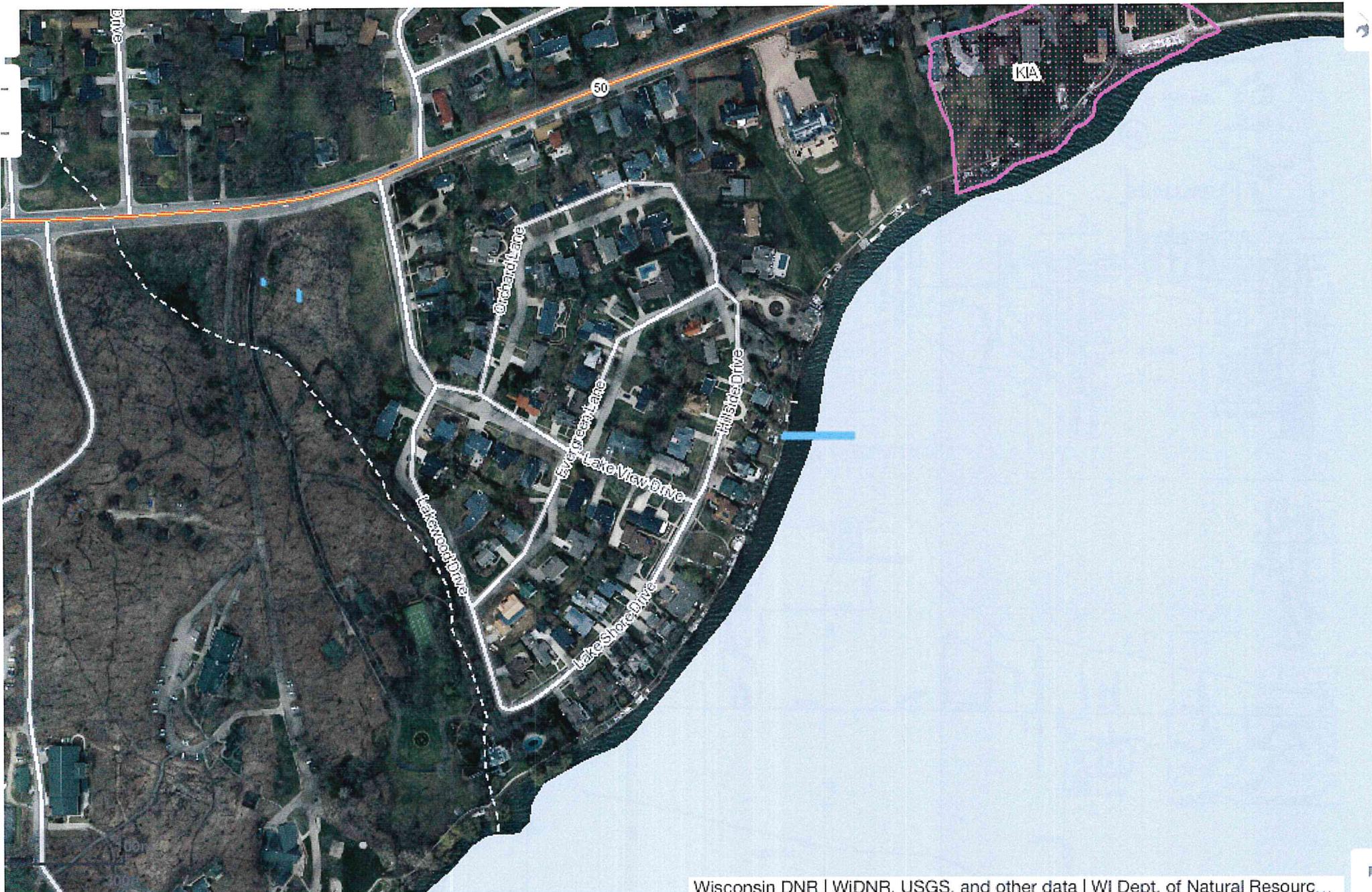
____ **A digital copy of Final Application Packet shall be emailed to the Building and Zoning Department upon submittal deadline.** Date: _____ by: _____

____ **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: _____



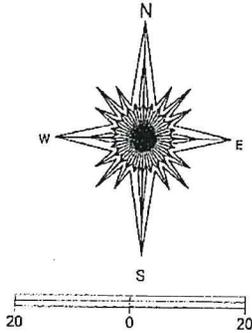
PREPARED FOR:
 LAKE GENEVA AREA REALTY
 101 BROAD ST
 LAKE GENEVA, WI.

PLAT OF SURVEY

- OF -

LOT 2, BLOCK 19 LAKE GENEVA MANOR, CITY OF LAKE GENEVA,
 WALWORTH COUNTY, WISCONSIN.

PATHFINDER SURVEYING INC.
 (formerly)
 J.K. SURVEYING INC.
 P.O BOX 322
 LAKE GENEVA, WI. 53147
 WWW.PATHFINDERSURVEYING.NET
 262-248-8303



- () = recorded as
- = found iron bar
- = found iron pipe
- = set iron pipe
- = set iron bar

SCALE 1" = 20'

JOB # 12-155

TAX ID #

ZLM 00047

I hereby certify that I have surveyed the above- described property and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all structures thereon, fences, apparent easements and roadways and visible encroachments if any.

This survey is made for the present owners of the property, and those who purchase, mortgage, or guarantee the title thereto, within one year from the date hereof.

DATED THIS 17TH DAY OF OCTOBER, 2012.

REVISED 10-25-2012
 REVISED CERTIFICATE
 revised 8/28/2013 survey update
 (no visible changes)

WISCONSIN
 JEFFREY L. KIMPS
 S-2436
 LAKE GENEVA, WIS.
 LAND SURVEYOR
 JEFFREY L. KIMPS S-2436
 Wisconsin Registered Land Surveyor
 (original if signed in red)

LAKE GENEVA CITY TREASURER
626 GENEVA ST
LAKE GENEVA, WI 53147

**WALWORTH COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2018
REAL ESTATE**

DOUGLAS POWELL TRUST



**Parcel Number: 246 ZLM 00047
Bill Number: 394159**

394159/246 ZLM 00047
**DOUGLAS POWELL TRUST
1014 W ALTGELD ST
CHICAGO IL 60614**

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

**Location of Property/Legal Description
1540 LAKE SHORE DR**

LOT 2 BLK 19 LAKE GENEVA MANOR (TRACT #17) CITY OF LAKE GENEVA
0.155 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND 1,100,000	ASSESSED VALUE IMPROVEMENTS 487,500	TOTAL ASSESSED VALUE 1,587,500	AVERAGE ASSMT. RATIO 0.978782866	NET ASSESSED VALUE RATE 0.01977854 <small>(Does NOT reflect credits)</small>	NET PROPERTY TAX 31319.26
ESTIMATED FAIR MARKET VALUE LAND 1,123,800	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS 498,100	TOTAL ESTIMATED FAIR MARKET VALUE 1,621,900	<input type="checkbox"/> A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit 3,482.44	
TAXING JURISDICTION	2017 EST. STATE AIDS ALLOCATED TAX DIST.	2018 EST. STATE AIDS ALLOCATED TAX DIST.	2017 NET TAX	2018 NET TAX	% TAX CHANGE
STATE OF WISCONSIN	0	0	0.00	0.00	
WALWORTH COUNTY	252,183	237,032	6,285.07	6,361.57	1.2%
City of Lake Geneva	781,692	757,502	8,471.01	8,823.86	4.2%
Lake Geneva JI School Dist	3,975,047	3,827,458	8,898.82	9,255.56	4.0%
Lake Geneva-Genoa City UHS	1,115,956	1,104,975	5,296.94	5,649.87	6.7%
Gateway Technical	1,226,202	1,264,339	1,206.56	1,307.58	8.4%
TOTAL	7,351,080	7,191,306	30,158.40	31,398.44	4.1%
FIRST DOLLAR CREDIT LOTTERY AND GAMING CREDIT NET PROPERTY TAX			-80.27 0.00 30,078.13	-79.18 0.00 31,319.26	-1.4% 0.0% 4.1%

TOTAL DUE: \$31,319.26
FOR FULL PAYMENT, PAY TO LOCAL TREASURER BY:
JANUARY 31, 2019
Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.

FOR INFORMATION PURPOSES ONLY • Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends

<p>PAY 1ST INSTALLMENT OF: \$15,659.63 BY JANUARY 31, 2019</p> <p>AMOUNT ENCLOSED _____</p> <p>MAKE CHECK PAYABLE AND MAIL TO: LAKE GENEVA CITY TREASURER 626 GENEVA ST LAKE GENEVA, WI 53147</p> <p>PIN# 246 ZLM 00047 DOUGLAS POWELL TRUST BILL NUMBER: 394159</p>	<p>PAY 2ND INSTALLMENT OF: \$15,659.63 BY JULY 31, 2019</p> <p>AMOUNT ENCLOSED _____</p> <p>MAKE CHECK PAYABLE AND MAIL TO: WALWORTH COUNTY TREASURER 100 W WALWORTH PO BOX 1001 ELKHORN, WI 53121</p> <p>PIN# 246 ZLM 00047 DOUGLAS POWELL TRUST BILL NUMBER: 394159</p>	<p>PAY FULL AMOUNT OF: \$31,319.26 BY JANUARY 31, 2019</p> <p>AMOUNT ENCLOSED _____</p> <p>MAKE CHECK PAYABLE AND MAIL TO: LAKE GENEVA CITY TREASURER 626 GENEVA ST LAKE GENEVA, WI 53147</p> <p>PIN# 246 ZLM 00047 DOUGLAS POWELL TRUST BILL NUMBER: 394159</p>
--	---	--



INCLUDE THIS STUB WITH YOUR PAYMENT



INCLUDE THIS STUB WITH YOUR PAYMENT



INCLUDE THIS STUB WITH YOUR PAYMENT

Description of the pier work to be done for Douglas Powell, Pier 11

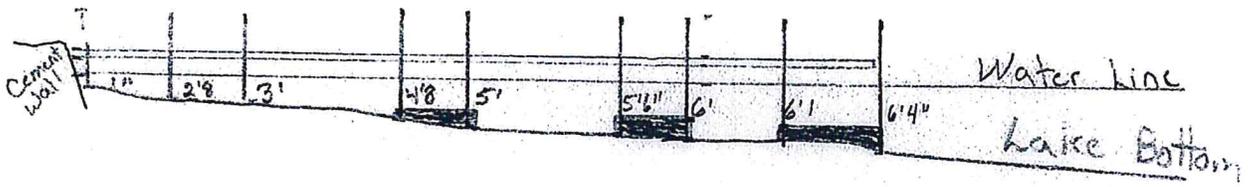
Would like to build a new addition to pier. We would add a 10' x 20' section onto the end of the slip pier. The main pier will continue to be 6' wide x 63' long. There will be a slip that has a 10' x 17' 5 1/5" catwalk in front of boat with a 6' x 29 catwalk along side the boat that extends to a 10' x 20' section at that end. The current slip is 12' x 29" with canopy. There will be 1 new crib added to the lakebed. All wood will be Doug fir, 6 x 6 posts and Jacks, 4 x 6 stringers, 2 x 8 decking. We will use fieldstone to fill in the crib and hold it down.

This new addition will be used as a load dock for loading and unloading on to the boats.

Neighbors for Douglas Powell - Pier 11

Tom Sacora
CDS Investments LLC
911 Mason Lane
Lake In The Hills, IL 60156

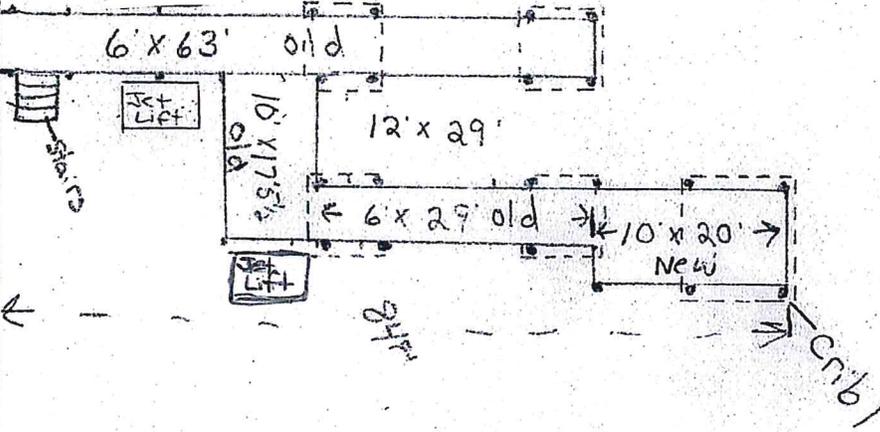
Roy Kaiser
51 Warwick Road
Winnetka, IL 60093



Kyzer

Lot Line

Doug Powell
773-403-1000



Top View



Lot Line

Tom Sacara

Water Depths

90	6'8"
80	6'4"
70	6'1"
60	5'6"
50	5'2"
40	5'
30	4'8"
20	2'8"
10	1'2"

$$\frac{11'10\frac{3}{4} \times 11'2\frac{1}{2} = 144.5 \text{ sq ft}}{\text{Total sq ft } 144.5 \text{ sq ft}}$$



March 11, 2019

IP-SE-2019-65-00442

Douglas Powell
1014 w. Altgeld St.
Chicago, IL 60614

Dear Mr. Powell:

This letter contains important information regarding your DNR permit application to place a crib pier addition on the bed of Geneva Lake in Walworth County. Your application has reached its date of closure and is considered complete. Wisconsin law (chapters 30 and 281, Wisconsin Statutes) requires that the public be allowed an opportunity to comment on projects like yours. The next step in the individual permit review process is a Notice of Pending Application and public comment period.

The enclosed document is a "Notice of Pending Application" for your project. The Department will publish the notice on our Internet website. The 30-day period to submit written public comment and the 20-day period to request a public hearing in writing will begin on the date on which the Department first publishes the notice on our Internet website. If a public hearing is held, the period to submit written public comment will end 10 days after the date the hearing is completed.

State law requires that you publish this as a Class 1 Notice, at your expense, in Lake Geneva Regional News, 315 Broad St, PO Box 937, Lake Geneva WI 53147-0937, sromani@lakegenevanews.net, Phone (262) 248-4444, Fax (262) 248-4476. In addition, state law also requires that you mail a copy of the enclosed notice by U.S. Mail as Certified Mail - Return Receipt Requested to interested members of the public. The Department has determined that you must notify the parties listed below. You may notify others at your discretion.

Geneva Lake Conservancy
398 Mill St., P.O. Box 588
Fontana, WI 53125

Geneva Lake Environmental Agency
350 Constance Blvd., P.O. Box 914,
Williams Bay, WI 53191

Tom Sacora
CDS Investments LLC
911 Mason Lane
Lake In The Hills, IL 60156

Roy Kaiser
51 Warwick Road
Winnetka, IL 60093

Please write or call me at (262) 574-2136 or email Erin.Cox@wisconsin.gov if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Erin Cox", written in light blue or grey ink.

Erin Cox
Water Management Specialist

cc: Nick Domer, US Army Corps of Engineers
Michelle Scott, Supervisor
Nick Sigmund, Walworth County Land Use and Resource Management
Jim D'Alessandro, Village of Williams Bay

Notice of Pending Application for Proposed Pier

Douglas Powell, 1014 w. Altgeld St., Chicago, IL 60614 has applied to the Department of Natural Resources for a permit to place a crib pier on the bed of Geneva Lake.

The project is located in the NE1/4 of the SE1/4 of Section 35, Township 02 North, Range 17 East, City of Lake Geneva, Walworth County.

Mr. Powell is proposing to build a new addition to his pier, in the form of a 10' x 20' section that will serve as a loading dock. The main pier will continue to be the same 6' wide x 63' long size and will continue to have one slip. This proposed addition will involve one new crib added to the lakebed, and the removal of one jet ski lift.

The Department will review the proposal provided by the applicant and any information from public comments and a public informational hearing, if requested. The Department will determine whether the proposal complies with ss. 1.11 and 30.12(3m), Stats., and ch. NR 150, Wis. Adm. Code, and ensure that the required mitigation meets the standards in s. 281.36(3r), Stats. if the project impacts wetlands.

The Department has made a tentative determination that it will issue the permit for the proposed activity.

If you would like to know more about this project or would like to see the application and plans, please visit the Department's permit tracking website at <https://permits.dnr.wi.gov/water/SitePages/Permit%20Search.aspx> and search for WP-IP-SE-2019-65-X02-08T15-29-49.

Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request.

Any person may submit comments and/or request a public informational hearing by emailing Erin.Cox@wisconsin.gov or writing to Erin Cox, 141 NW Barstow St., Room 180, Waukesha, WI 53188 by U.S. mail. If you are submitting general comments on the proposal, they must be emailed or postmarked within 30 days after the date this notice is published on the Department's website. If you are requesting a public informational hearing, the request must be emailed or postmarked within 20 days after the date this notice is published on the Department's website. A request for hearing must include the docket number or applicant name and specify the issues that the party desires to be addressed at the informational hearing.

If no hearing is requested, the Department may issue its decision without a hearing. If a public informational hearing is held, comments must be postmarked no later than 10 days following the date on which the hearing is completed.

The final decision may be appealed as indicated in the decision document.

Docket Number IP-SE-2019-65-00442

WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

Erin Cox

Erin Cox
Water Management Specialist

03/11/2019
Date

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: May 20, 2019

Agenda Item: 9

Applicant:
Patrick & Rachel Lynch
30715 Cedar Dr.
Burlington, WI 53105

Request:
General Development Plan (GDP)
Raze the Single Family Home and rebuild closer
to the lakeshore at 940 Maytag Rd.
Tax Key No. ZCE00005

Description:

The applicant is submitting a request for a General Development Plan (GDP) that would allow for the applicant to raze the existing Single Family Residence (SFR) and rebuild the home closer to the lake to be in-line with the neighboring properties utilizing setbacks for the Single Family – 4 (SR-4) in the Estate Residential – 1 (ER-1) zoning, located at 940 Maytag Rd. Tax Key No. ZCE00005

Action by the Plan Commission:

Recommendation to the Common Council on the proposed General Development Plan (GDP):

As part of the consideration of the requested GDP, the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed GDP;
- Include *findings* required by the Zoning Ordinance for GDP; and,
- Provide specific suggested *requirements* to modify the project as submitted.

Required Plan Commission Findings on the GDP for Recommendation to the Common Council:

A proposed GDP must be reviewed by the standards, below:

- 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 General Development Plan (GDP) 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 General Development Plan (GDP) 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.

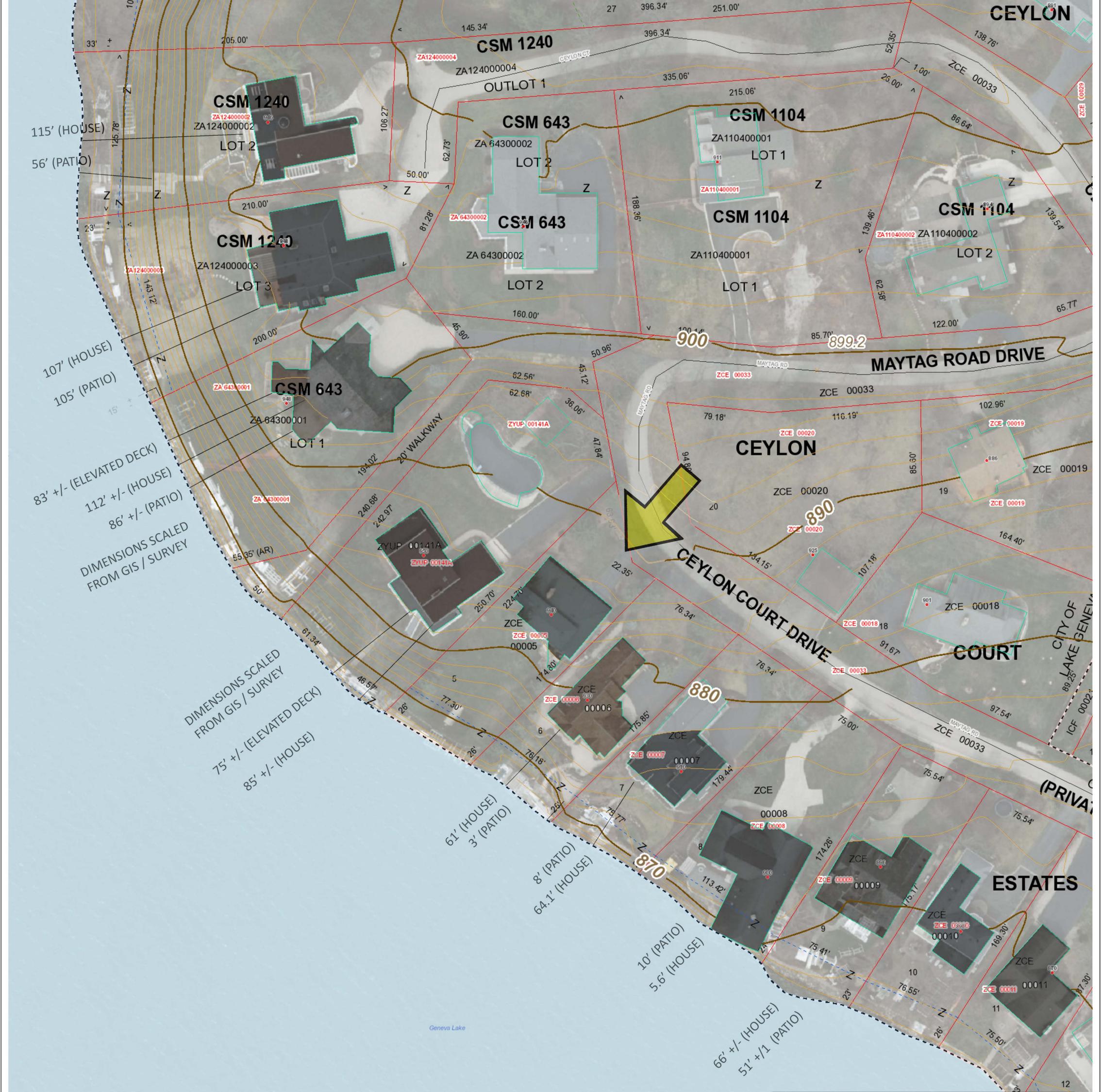
3. The proposed General Development Plan (GDP) in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public 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 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 General Development Plan (GDP) 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 General Development Plan (GDP) is located in an area that will be adequately served by, and will not impose an undue burden on any improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed General Development Plan (GDP) 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 General Development Plan (GDP) 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 General Development Plan (GDP) 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 General Development Plan (GDP) 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 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 General Development Plan (GDP) 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 General Development Plan (GDP) is not located in an area that will be adequately served by, and will impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed General Development Plan (GDP) 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 Recommendation on the Proposed General Development Plan (GDP):

If the Plan Commission members feel the submittal is acceptable -

1. Staff recommends that the Plan Commission recommend *approval* of the proposed General Development Plan (GDP) as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.



ANSI D Portrait

WALWORTH COUNTY, WISCONSIN

0 10 20 40 60 80 100 Feet
 1 inch = 42 feet

Geodetic Grid North
 North

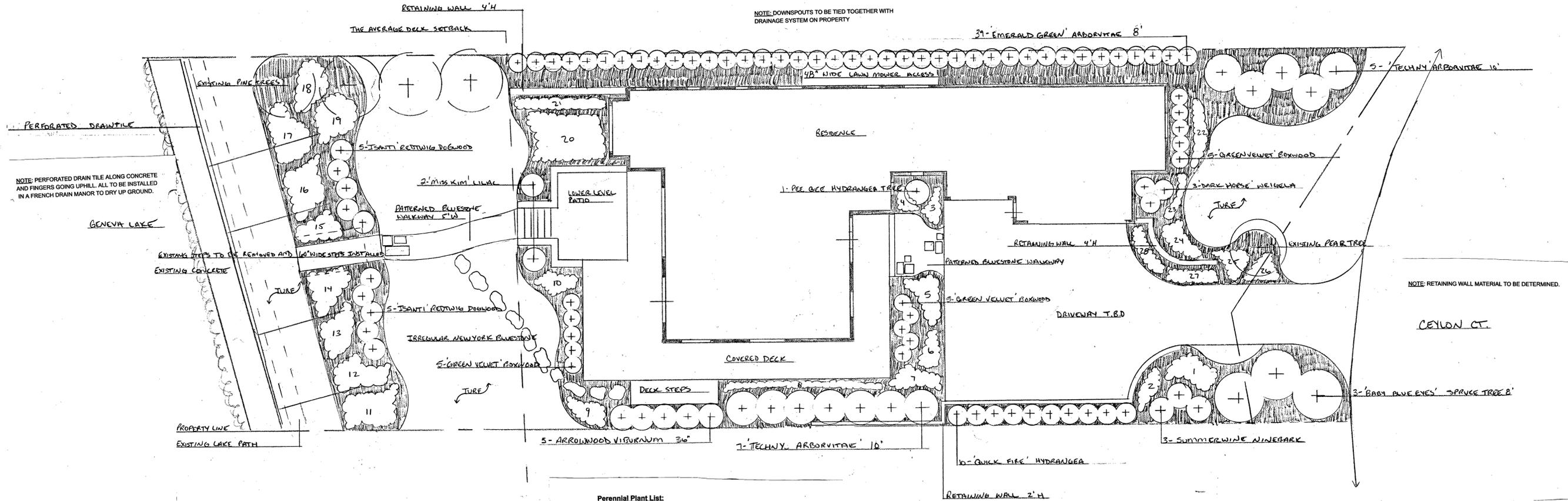
Author:
 Map Produced on: 4/24/2019
 Wisconsin State Plane Coordinate System, South Zone
 Horizontal Datum: NAD27

**Walworth County Information Technology Department
 Land Information Division**
 1800 County Trunk NN
 Elkhorn, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF THIS INFORMATION. THE INFORMATION CONTAINED HEREIN WILL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.

LYNCH RESIDENCE

940 MATTHEW RD LAKE GENEVA WI 53147



NOTE: PERFORATED DRAIN TILE ALONG CONCRETE AND FINGERS GOING UP HILL. ALL TO BE INSTALLED IN A FRENCH DRAIN MANOR TO DRY UP GROUND.

NOTE: DOWNSPOUTS TO BE TIED TOGETHER WITH DRAINAGE SYSTEM ON PROPERTY

NOTE: RETAINING WALL MATERIAL TO BE DETERMINED.

NOTES AND SPECIFICATIONS

- ALL LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH CITY, VILLAGE OR OTHER LOCAL LANDSCAPING OR CONSTRUCTION SPECIFICATIONS
- ALL INDIVIDUAL TREES TO RECEIVE 3" CLEAN DOUBLE SHREDDED HARDWOOD MULCH MULCH IN A 5' DIAMETER MOW RING
- ALL PLANTING BEDS TO RECEIVE 3" MIN. DOUBLE SHREDDED HARDWOOD MULCH. ALL PLANTING BEDS TO BE SHOVELLED EDGE.
- ALL PLANT MATERIAL TO BE SPECIMEN QUALITY AND MEET THE AMERICAN STANDARDS OF NURSERY STOCK, WHICH IS PUBLISHED BY THE ANA (AMERICAN ASSOCIATION OF NURSERYMEN)
- ALL PLANTS (UNLESS OTHERWISE SPECIFIED) ARE TO BE BALLED & BURLAPPED OR APPROVED CONTAINER STOCK
- ALL TREE SHRUB, BACK FILL TO MIX TO BE:
4 PARTS CLEAN PULVERIZED TOPSOIL
1 PART MUSHROOM COMPOST
- ALL PERENNIAL PLANTING MIX TO BE
3 PARTS CLEAN PULVERIZED TOPSOIL
1 PART MUSHROOM COMPOST
1 PART SAND
40 # / 100 SF GYPSUM
(TILL 2" OF THIS MIX IN 6-8" DEEP)
- CONTRACTOR TO SUBMIT IN WRITING TO PROPERTY OWNERS, A ONE YEAR-100% PLANT GUARANTEE TO COMMENCE ON THE DAY OF PROJECT COMPLETION
- CONTRACTOR RESPONSIBLE FOR CALLING DIGGERS HOTLINE 1-800-242-8511 TO LOCATE ALL UTILITIES PRIOR TO STARTING PROJECT
- CONTRACTOR RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS REQUIRED FOR PROJECT INSTALLATION
- CONTRACTOR TO ADJUST PLANTINGS FOR UNDERGROUND UTILITIES, ESCAPE WINDOWS, CONDENSER UNITS, UTILITY METERS AND OVERHEAD UTILITY LINES

Perennial Plant List:

#	Quantity	Name	Size
1.	8-	'Majesty' Coneflower	1 gal.
2.	7-	'Becky' Shasta Daisy	1 gal.
3.	5-	'Max Frei' Geranium	1 gal.
4.	5-	'Fanal' Astilbe	1 gal.
5.	10-	'Carnival Watermelon' Coralbells	1 gal.
6.	7-	'Pardon Me' Daylily	1 gal.
7.	10-	'Jettie' Tall Coreopsis	1 gal.
8.	15-	'Cinnamon' Fern	1 gal.
9.	7-	'Karl Foerster' Feather Reed Grass	1 gal.
10.	7-	'Red Satin' Coreopsis	1 gal.
11.	12-	Russian Sage	1 gal.
12.	15-	Prairie Dropseed	1 gal.
13.	10-	Butterfly Weed	1 gal.
14.	12-	Purple Coneflower	1 gal.
15.	10-	Obedient Plant	1 gal.
16.	15-	Prairie Coreopsis	1 gal.
17.	15-	Marsh Blazing Star	1 gal.
18.	10-	'Jacob Cline' Bee Balm	1 gal.
19.	10-	Blue Joint Grass	1 gal.
20.	10tubs-	'Green Carpet' Pachysandra	QT.
21.	8-	Northern Sea Oats	1 gal.
22.	8-	'Arizona Sun' Gaillardia	1 gal.
23.	7-	'Rheinland' Astilbe	1 gal.
24.	7-	'Sarah Bernhardt' Peony	2 gal.
25.	7-	'Banana Cream' Daisy	1 gal.
26.	5-	'Sweet Romance' Lavender	1 gal.
27.	8-	'Blue Hill' Salvia	1 gal.
28.	8-	'Red Hot Returns' Daylily	1 gal.

Tree and Shrub Plant List:

Quantity	Name	Size
3-	'Baby Blue Eyes' Colorado Spruce	8'
13-	'Tehny' Arborvitae	10'
39-	'Emerald Green' Arborvitae	8'
15-	'Green Velvet' Boxwood	18"
1-	'Pee Gee' Hydrangea Tree Form	3'
10-	'Quick Fire' Hydrangea	5 gal.
3-	'Summer Wine' Ninebark	5 gal.
5-	Arrowwood Viburnum	42"
10-	'Isanti' Dogwood	36"
2-	'Miss Kim' Lilac	5 gal.
3-	'Dark Horse' Weigela	3 gal.



B & J Tree & Landscape Service, Inc.
 Landscape Design & Installation
 W2795 Krueger Road - Lake Geneva WI 53147
 Member of Arborist Association,
 Landscape Contractor Association &
 Unilock Authorized Contractor
 (262)248-3653 - Fax (262)248-0340
 Design By: Blake Castlerman
 Scale: 1/10" = 1 Foot
 Date: 5/1/19

COPYRIGHT: THIS WORK IS COPYRIGHTED AS PRESCRIBED BY THE LAWS IN THE UNITED STATES CODE, TITLE 17. THIS WORK WAS PUBLISHED ON 5/1/19 THIS PLAN IS OWNED BY B&J TREE AND LANDSCAPE SERVICE INC. AND SHALL ONLY BE TRANSFERRED TO OWNER UPON FULL PAYMENT AND WRITTEN NOTICE.

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: May 20, 2019

Agenda Item: 10

Applicant:
Patrick & Rachel Lynch
30715 Cedar Dr.
Burlington, WI 53105

Request:
Precise Implementation Plan (PIP)
Raze the Single Family Home and rebuild closer
to the lakeshore at 940 Maytag Rd.
Tax Key No. ZCE00005

Description:

The applicant is submitting a request for a Precise Implementation Plan (PIP) that would allow for the applicant to raze the existing Single Family Residence (SFR) and rebuild the home closer to the lake to be in-line with the neighboring properties utilizing setbacks for the Single Family – 4 (SR-4) in the Estate Residential – 1 (ER-1) zoning, located at 940 Maytag Rd. Tax Key No. ZCE00005

Action by the Plan Commission:

Recommendation to the Common Council on the proposed Precise Implementation Plan (PIP):

As part of the consideration of the requested PIP, the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed PIP;
- Include *findings* required by the Zoning Ordinance for PIP; and,
- Provide specific suggested *requirements* to modify the project as submitted.

Required Plan Commission Findings on the PIP for Recommendation to the Common Council:

A proposed PIP must be reviewed by the standards, below:

- 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 Precise Implementation Plan (PIP) 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 Precise Implementation Plan (PIP) 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 Precise Implementation Plan (PIP) 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 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 Precise Implementation Plan (PIP) 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 Precise Implementation Plan (PIP) is located in an area that will be adequately served by, and will not impose an undue burden on any improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed Precise Implementation Plan (PIP) 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 Precise Implementation Plan (PIP) 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 Precise Implementation Plan (PIP) 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 Precise Implementation Plan (PIP) 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 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 Precise Implementation Plan (PIP) 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 Precise Implementation Plan (PIP) is not located in an area that will be adequately served by, and will impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed Precise Implementation Plan (PIP) 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 Recommendation on the Proposed Precise Implementation Plan (PIP):

If the Plan Commission members feel the submittal is acceptable -

1. Staff recommends that the Plan Commission recommend *approval* of the proposed Precise Implementation Plan (PIP) as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.



April 1st, 2019

LAKE GENEVA
Architects

STUDIO OF JASON R. BERNARD

City of Lake Geneva
Building and Community Development Department
626 Geneva Street
Lake Geneva, WI 53147

Re: 940 Maytag Road (Ceylon Court)
Lakeshore setback

Cover Letter PIP Precise Implementation Plan

(Step 1 of Planned Development procedure on November 9, 2018)

Dear City Plan Commission members:

Lake Geneva Architects is currently working with Mr. and Mrs. Patrick Lynch to design a new primary residence at 940 Maytag Road (Ceylon Ct.) The property is currently zoned ER-1 and we will be seeking a GDP to use SR-4 side-yard setbacks, average adjacent residence shore-yard setbacks and an uncovered stair intruding into side-yard.

Please find the attached application and review packet containing items required by 98-914 (Planned Development Process) (8) (PD Process Step 4: Precise Implementation Plan) of the Zoning Ordinance:

- | | |
|--|---|
| 1. Location map | (11x17 Land Use Map) |
| 2. Map of property | (11x17 GIS) |
| 3. Written description | (Project description from LGA) |
| 4. PIP plan drawing | (1" = 100' minimum Site plan) |
| 5. Conceptual landscape plan | (11x17 Site plan. Including reference to Tables 98-604,5,6 &7) |
| 6. Building elevations | (2D exterior elevations and 3D images) |
| 7. Signage plan | (Not applicable, no signage requested) |
| 8. Intended organization of Property Owners Association | (Not applicable, single property owner) |
| 9. Description demonstrating PIP consistency with GDP | (Project description from LGA. Note that floor plans and preliminary elevations voluntarily submitted with GDP submittal were not required by 98-914 (7)) |
| 10. Variations between proposal and ER-1 zoning district | (Project description from LGA) |
| 11. Proof of financing capability | (Not applicable, single owner residence) |
| 12. Area included in PIP | (11x17 Site plan, entire lot) |
| 13. Site plan and design information | (11x17 Site plan, floor plans, 2D elevations and 3D images) |
| 14. Other documents/schedules requested by City | (No requests as of GDP submittal) |
| 15. Process same as for CUP (98-905) | (Same documents as listed above) |
| 16. 5 year development limit following approval of PIP | (Development to be complete in < 5 years) |
| 17. City request for applicant to provide surety | (No request as of GDP submittal) |

If you have any questions prior to our meeting, please feel free to call or email.

Respectfully,

Jason R. Bernard
Lake Geneva Architects
Jason@LakeGenevaArchitects.com
262.248.1400 x11

GENERAL DESCRIPTION

Existing

As shown in the attached aerial photos, the neighborhood residences along this stretch of the lake do not meet the 100' shore-yard setback. When compared to the adjoining properties, 940 Maytag Rd. is set much farther back from the lake.

940 Maytag Rd.



940 Maytag Rd.

Justification / request:

1. The Lake Geneva Zoning Ordinance does not specifically allow the averaging of shore-yard setbacks like many other communities around the lake. However, it does allow the averaging of neighborhood front yard setbacks. The intent was to help establish a cohesive neighborhood block.

We are requesting to use an average shore-yard setback for this particular property. It would accomplish the same cohesive "lakefront neighborhood" that is in the spirit of the Lake Geneva zoning ordinance. We believe that it would be appropriate and create a more consistent lakefront from this very visible location on the lake. It would also continue a historical pattern of development and further maintain the quality and character of the Lake Geneva community.

2. The Lake Geneva Zoning Ordinance does not specifically address intrusion of uncovered stairs into required side yards, but does allow fire escapes to extend up to 3' into a required side yard even when the side yard is 6' – thus as close as 3' from a property line.

We are requesting allowance of a 5' wide uncovered stair to project into the 9' Southeast side yard 4'-6" to allow guests of the property owners to circulate between the street and lake yards of the property without circulation through the proposed residence or through the proposed landscaping within the side yard. The current residence on the property has a concrete patio, stone wall and wooden path/steps that intrude into the side yard to within 9 ½" of property line which are proposed to be removed. Table 98-402 indicates the side yard setbacks as 6' minimum and 15' total. The proposed stair is located on the side of the residence that is to maintain the larger 9' setback to achieve the 15' total. The proposed stair will be 4'-6" from the property line thus greater than allowed for fire escapes and 3' – 8 ½" farther away than the current timber retaining wall/wooden path/steps.

3. The Lake Geneva Zoning Ordinance Article VI requires zero (0) landscaping points for building foundation, developed lot, street frontage or paved area landscaping in Single-family Residential land use.

We are proposing to provide landscaping at not less than the Southeast side yard and the steep slope area of the lake yard. The first is to screen the neighboring property from the new residences wrap around porch and stair and provide filtering or storm water draining from paved areas within the street yard prior to reaching the rear/lake yard. The second is to provide erosion control and further filtering of storm water drainage to protect the lake water quality.

For reference:

1. Section 98-404 Yard Setback Adjustments:

(1) b Averaging of the front yard setbacks is allowed if greater than 50% of the adjacent principal structures on the same block or street face do not follow the required front setback. In a similar spirit to this rule, as the existing neighboring properties do not meet the 100 foot setback allowing setback averaging between the adjacent properties would allow a larger front setback and would help unify the appearance of the buildings along the lake at this area.

2. Section 98-405 Permitted Intrusions Into Required Yards:

(4) (b) Sills, pilasters, lintels, ornamental features, cornices, eaves, gutters and fire escapes on residential buildings and fences (fencing/walls) up to 6 feet in height on residentially zoned property to intrude into rear or side yards.

(4) (a) 3 and (c) 1 Terraces, steps, uncovered porches, decks, stoops or similar appurtenances on residential properties are permitted to intrude into street and rear yards.

3. Note that Tables 98-604, 98-605, 908-606 and 98-607 require zero (0) points for building foundation, developed lot, street frontage and paved area landscaping requirements for Single-family Residential. The landscaping proposed is conceptual and, regardless of tree, shrub or perennial species will exceed the zero (0) point requirements for Single-family residential.

Neighboring setbacks:



Site plan:

Below is a portion of the proposed site plan.
Please note that there are two “average” setback lines.
One average setback for the house (anything under roof) and,
One average setback for decks and patios.
The face of the screened porch is at the proposed “average house” setback line and,
The deck extends up to the “average deck / patio” setback line.

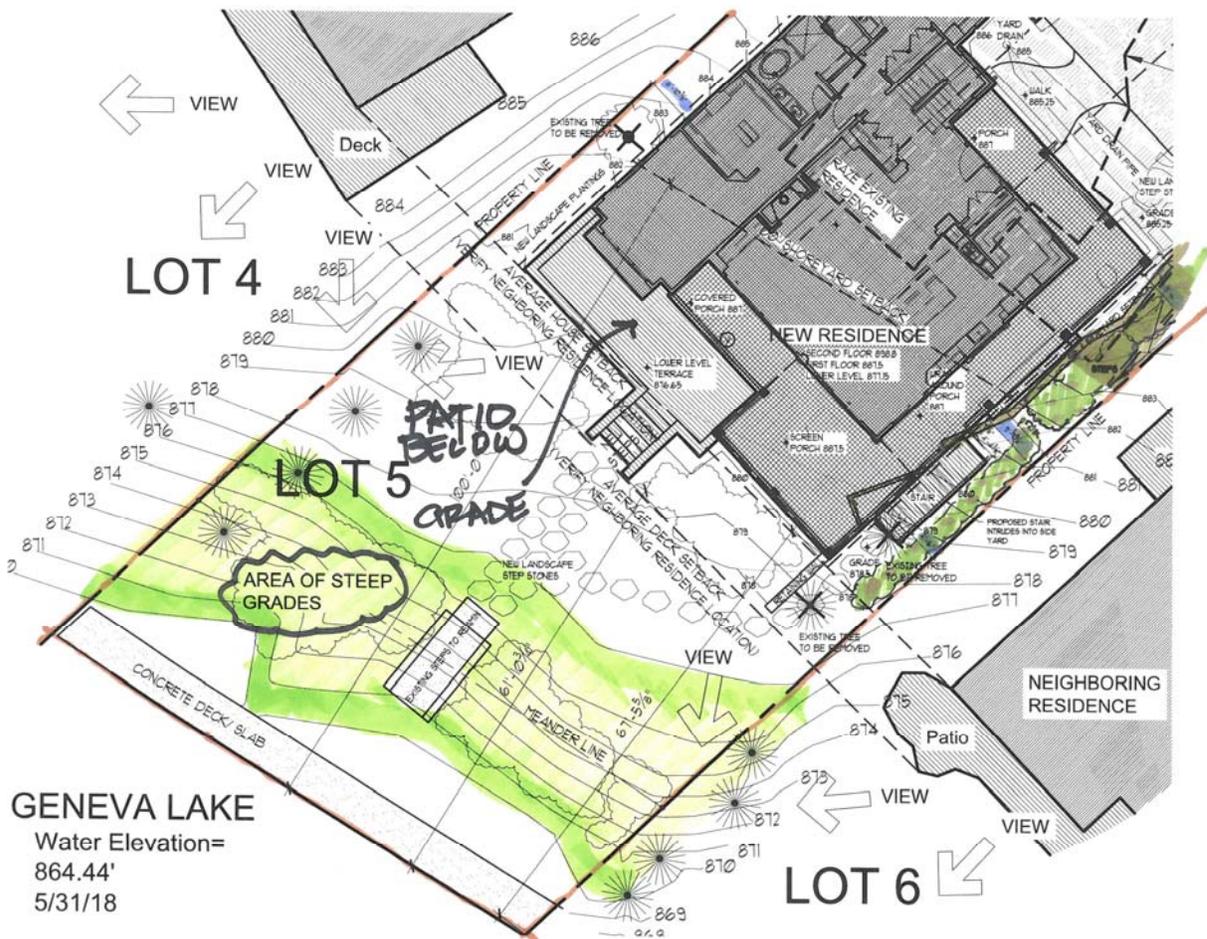
Please also note that:

A) The new residence is not being built in an area of steep grade (12% or greater). Steep grades are shown by the **green** area on the site plan below.

B) The views from the adjacent houses will also not be reduced by the new house at the averaged lakefront setback.

C) The house is designed to provide a greater distance to the side property lines than the side setbacks require.

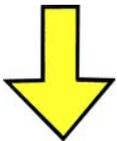
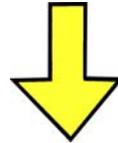
D) The wooden stair that extends beyond the setback line at the Southeast side yard (adjoining the neighbors) is located on the side of the residence where the larger 9’ side yard is proposed and will be **X feet** further from the side property line than current timber retaining wall and wooden path/steps.



Existing views from 940 Maytag Road (Ceylon Court)

From the shore-yard of 940, it becomes very apparent that the home is set back an uncomfortable distance. It is set 35-45' further back than its neighbors.

940 Maytag Rd. Looking WEST towards neighbor. (Looking at 950 Maytag Rd.)



940 Maytag Rd. Looking EAST towards neighbor. (Looking at 930 Maytag Rd.)



In conclusion:

1. The use of an average shore-yard setback for this particular property would achieve the same cohesive "lakefront neighborhood" that is in the spirit of the Lake Geneva zoning ordinance. It would also continue a historical pattern of development and further maintain the quality and character of the Lake Geneva community.

The existing neighborhood residences along this stretch of the lake do not meet the 100' shore-yard setback. When compared to the adjoining properties, 940 Maytag Rd. is set much farther back from the lake.

The new residence is not being built in an area of steep grade (12% or greater).

The views from the adjacent houses will not be reduced by the new house being located at the averaged lakefront setback.

The house is designed to provide a greater distance to the side property lines than the side setbacks require.

The proposed uncovered stair will be 3' – 8 ½" farther from the side property line than current timber retaining wall, wooden path and steps.

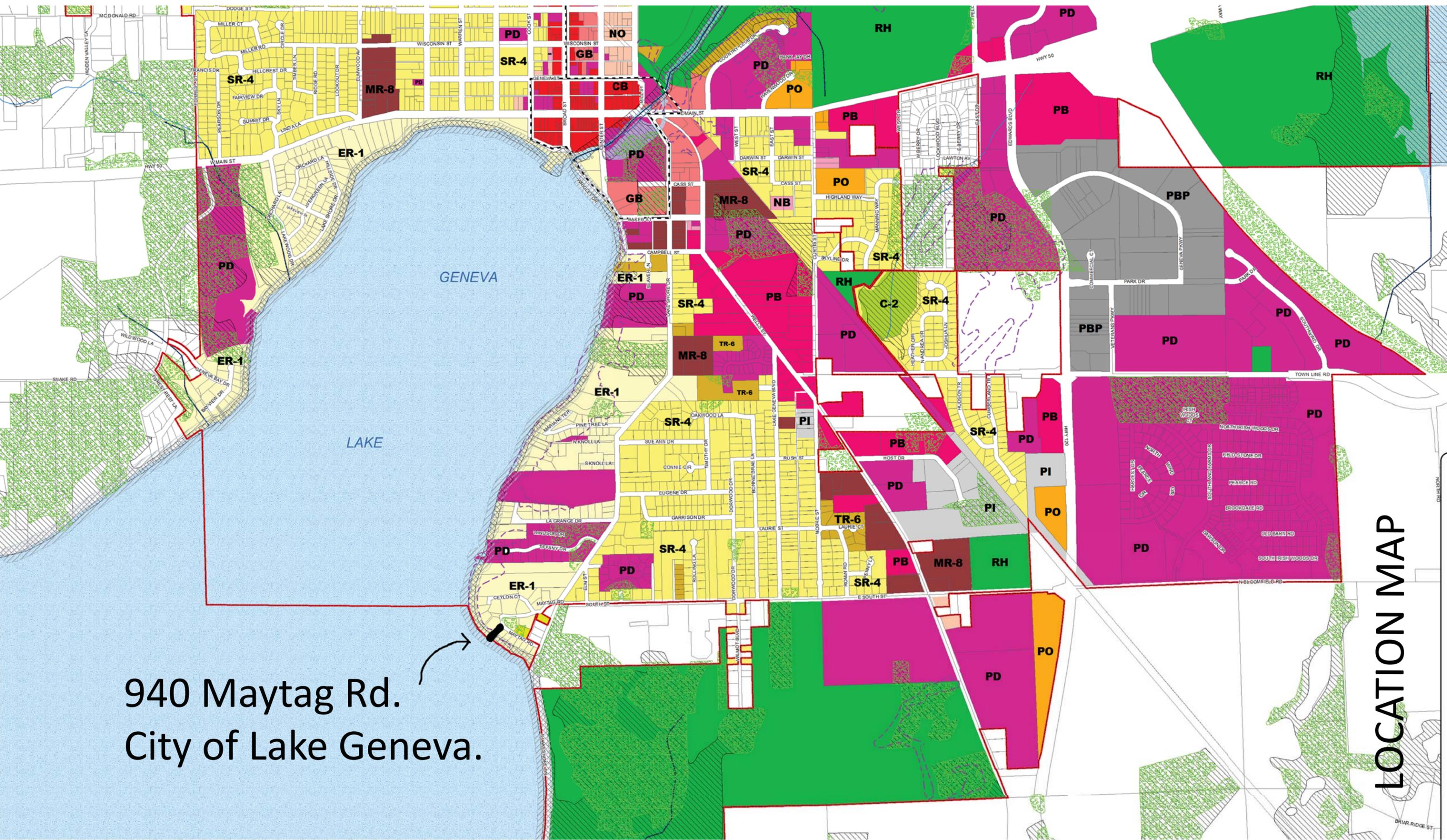
Any landscaping (trees, shrubs, perennials) installed will provide more than the zero (0) landscaping points than required by 98-604 through 98-607. The proposed Southeast side yard landscaping will provide screening from the proposed wrap around porch and stair and filter water from paved areas in street yard prior to reaching the lake yard. The proposed steep slope portion of lake yard landscaping is to provide erosion control and filter storm water to further protect the lake water quality.

Utilizing the (2) differing "average" setback lines will allow us to incorporate the idea of stepping the building in height. The bulk of the building's massing would be "stepped" back to give it a less dominant presence. This assists in creating a more "human scale" in regards to the massing of the home.

We appreciate your willingness to review this proposal. If you have any questions or need further information, please feel free to call or email.

Respectfully,

Jason R. Bernard



940 Maytag Rd.
City of Lake Geneva.

LOCATION MAP

REAR OR SIDE-YARD INTRUSIONS

SECTION 98-409:

B) PERMITTED INTRUSIONS INTO REQUIRED REAR OR SIDE YARDS:

- SILLS, PILASTERS, LINTELS, ORNAMENTAL FEATURES, CORNICES, EAVES, AND GUTTERS FOR RESIDENTIAL BUILDINGS PROVIDED THEY DO NOT EXTEND MORE THAN TWO AND ONE-HALF FEET INTO THE REQUIRED YARD.
- FENCES MAY LOCATE ON PROPERTY LINE. PERMITTED FENCE TYPES SHALL COMPLY WITH THE PROVISIONS OF SECTION 98-120.
- FIRE ESCAPES (ON RESIDENTIAL BUILDINGS) WHICH DO NOT EXTEND MORE THAN THREE FEET INTO THE REQUIRED YARD.

ZONING RESEARCH

CURRENT ZONING: ER-1 (LAKESHORE OVERLAY) IN WALLWORTH COUNTY, CITY OF LAKE GENEVA. THIS PROPERTY IS NON-CONFORMING DUE TO LOT WIDTH.

AREA / HEIGHT / YARD REQUIREMENTS

LOT AREA: MIN. 40,000 SF. (16,534 SF. ACTUAL)
 LOT WIDTH: MIN. 15'-0" / (15'-0" AVERAGE)
 HEIGHT (DUELLING): 35'-0"
 HEIGHT (ACCESSORY): 15'-0"
 MAX. BUILDING COVERAGE: 30%

SETBACKS

STREET: 25'-0"
 SIDE: 30'-0" / OR 60'-0" TOTAL
 REAR: 30'-0"
 PAVEMENT: 5'-0"

THIS PROPERTY MEETS REQUIREMENTS SET FORTH IN SEC. 98-409 FOR EXISTING NON-CONFORMING LOTS

CONDITIONAL USE:
 PER SEC. 98-401 SUBSTANDARD LOT REGULATIONS

ZONING: SR-4 (LAKESHORE OVERLAY) IN WALLWORTH COUNTY, CITY OF LAKE GENEVA.

AREA / HEIGHT / YARD REQUIREMENTS

LOT WIDTH: MIN. 15'-0" / (15'-0" AVERAGE ACTUAL)
 HEIGHT (DUELLING): 35'-0"
 HEIGHT (ACCESSORY): 15'-0"
 MIN. ZONING DISTRICT AREA: 9,000 SF.
 MIN. LOT AREA: 9,000 SF.
 MAX. BUILDING COVERAGE: 40%
 MAX. ACCESSORY BUILDING COVERAGE: 10%
 MIN. LANDSCAPE SURFACE RATIO (LSR): 50%
 MIN. STREET FRONTAGE: 50 FEET
 MIN. # OF OFF STREET PARKING SPACES: 3 (GARAGE)

SETBACKS

STREET YARD: 25'-0"
 SIDE YARD: 6'-0" LEAST SIDE (15'-0" SUM OF BOTH)
 LAKE FRONT: 100'-0"
 PAVEMENT: 5'-0" FROM SIDE OR REAR, 10 FT. FROM STREET
 ACCESSORY:
 REAR: 3'-0"
 SIDE: 5'-0"

ER-1 TO SR-4 ZONING

SECTION 98-401:

(3) EXISTING LEGAL LOTS OF RECORD THAT ARE NOW SUBSTANDARD IN ANY WAY, AND THAT ARE ZONED ER-1 SHALL BE CONSIDERED AS LEGAL SUBSTANDARD LOTS. FOR NEW DUELLINGS OR BUILDING ADDITIONS ON SUCH LOTS A CONDITIONAL USE PERMIT MAY BE SOUGHT TO ENABLE THE GRANTING OF PERMISSION TO USE THE LOT WIDTH LOT FRONTAGE, LOT AREA AND SETBACK REQUIREMENTS OF THE SR-4 DISTRICT. (SECTION 98-905 FOR CONDITIONAL USE PROCEDURES). FOR THIS PARTICULAR TYPE OF CONDITIONAL USE PERMIT REQUEST, A FEE OF 1000.00 SHALL BE IMPOSED. (ORD. NO. 98-12/9/98)

IMPERVIOUS CALCULATIONS

TOTAL LOT AREA: 16,534 SF.

DRIVEWAY / WALKS: 1794 SF.
 RESIDENCE / COVERED PORCHES AND DECKS: 4664 SF.
 NEW TERRACES/PET. WALLS/PAVED STAIRS: 465 SF.
 EXISTING LAKESIDE STAIRS AND WALK: 129 + 465 = 594 SF.

TOTAL IMPERVIOUS: 7317 SF. (45%) OK, IS LESS THAN 50%
 PROPOSED LSR: 54.5% OK, PER SR4 IS GREATER THAN 50%.

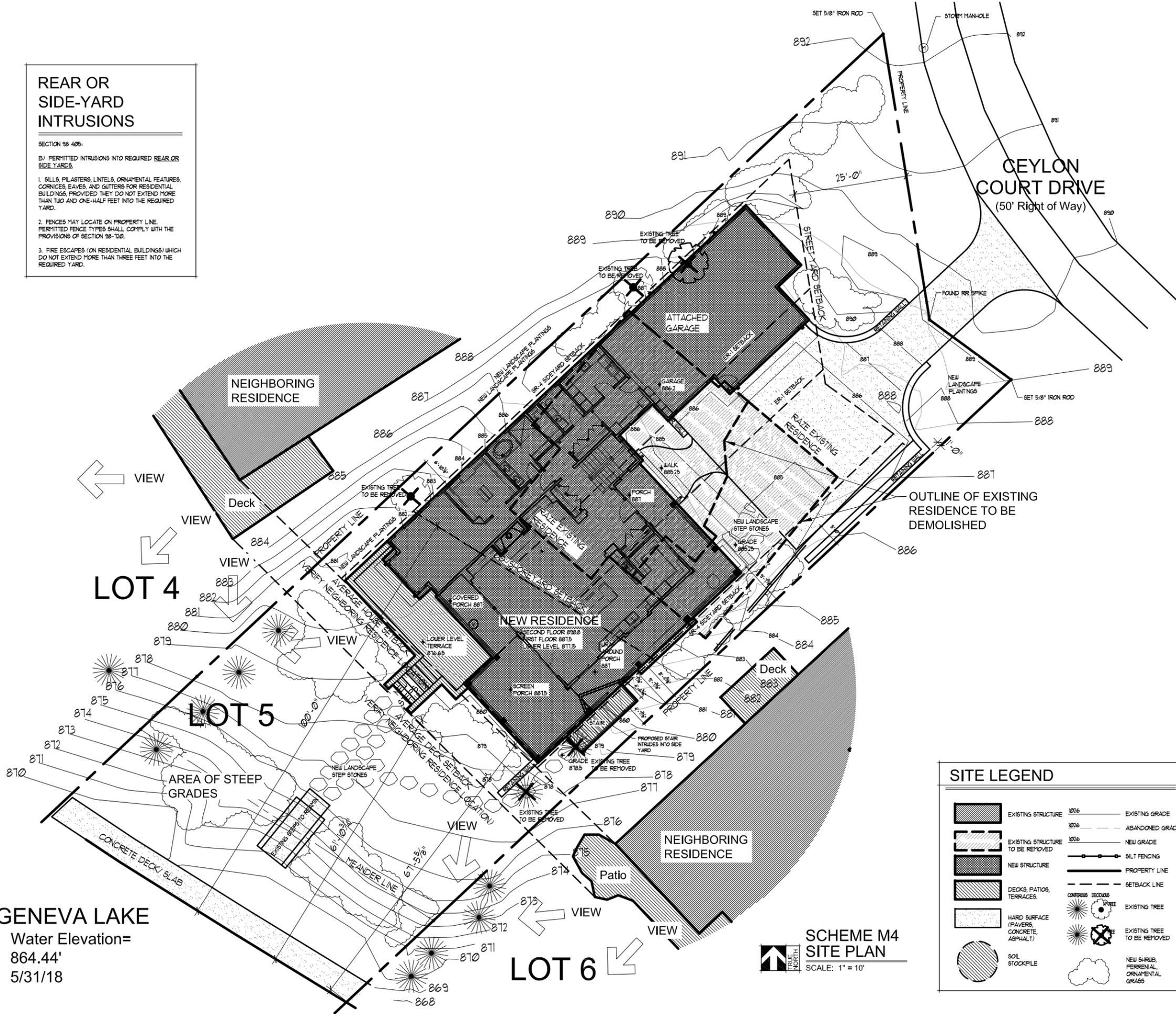
BUILDING AREA UNDER ROOFS: 4664 SF.
 TOTAL BUILDING COVERAGE: 28.2% OK IS LESS THAN 40%

SITE LEGEND

	EXISTING STRUCTURE		EXISTING GRADE
	EXISTING STRUCTURE TO BE REMOVED		ABANDONED GRADE
	NEW STRUCTURE		NEW GRADE
	DECKS, PATIOS, TERRACES		SILT FENCING
	HARD SURFACE (PAVERS, CONCRETE, ASPHALT)		PROPERTY LINE
	SOIL STOCKPILE		SETBACK LINE
			EXISTING TREE
			EXISTING TREE TO BE REMOVED
			NEW SHRUBS, PERENNIAL, ORNAMENTAL GRASS

SCHEME M4 SITE PLAN
 SCALE: 1" = 10'

GENEVA LAKE
 Water Elevation=
 864.44'
 5/31/18



NEIGHBORING RESIDENCE

ATTACHED GARAGE

CEYLON COURT DRIVE
 (50' Right of Way)

Deck

LOT 4

LOT 5

NEW RESIDENCE

OUTLINE OF EXISTING RESIDENCE TO BE DEMOLISHED

NEIGHBORING RESIDENCE

Patio

LOT 6

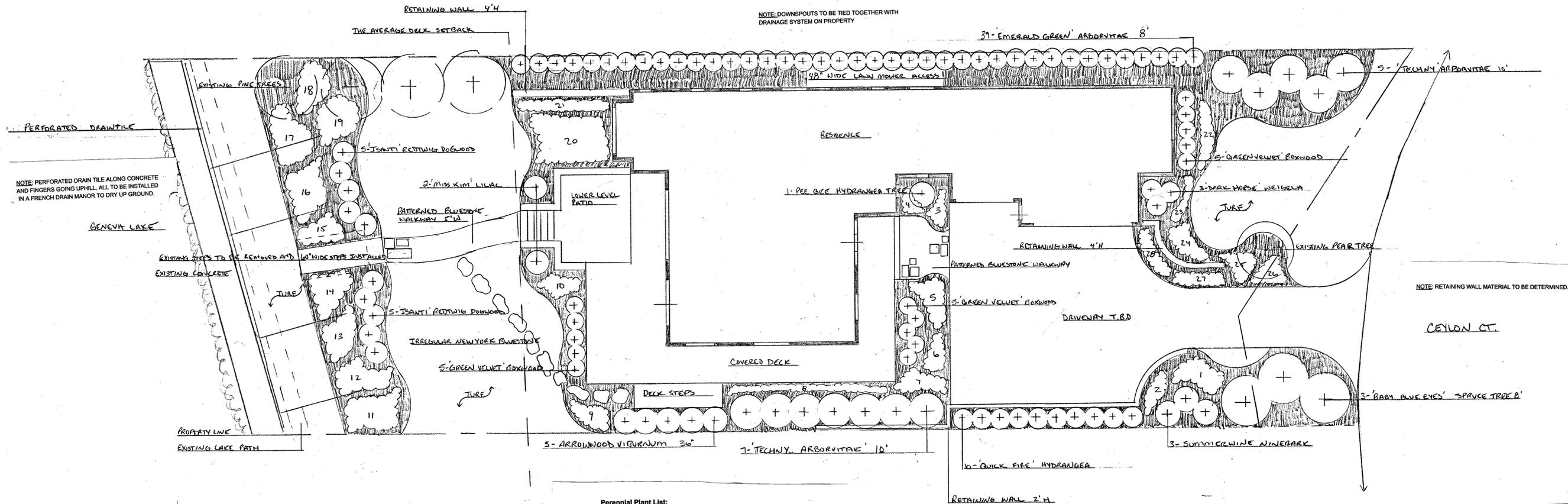
AREA OF STEEP GRADES

MEANDER LINE

VIEW

LYNCH RESIDENCE

940 MATTHEW RD LAKE GENEVA WI 53147



NOTE: PERFORATED DRAIN TILE ALONG CONCRETE AND FINGERS GOING UP HILL. ALL TO BE INSTALLED IN A FRENCH DRAIN MANOR TO DRY UP GROUND.

NOTE: DOWNSPOUTS TO BE TIED TOGETHER WITH DRAINAGE SYSTEM ON PROPERTY

NOTE: RETAINING WALL MATERIAL TO BE DETERMINED.

NOTES AND SPECIFICATIONS

- ALL LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH CITY, VILLAGE OR OTHER LOCAL LANDSCAPING OR CONSTRUCTION SPECIFICATIONS
- ALL INDIVIDUAL TREES TO RECEIVE 3" CLEAN DOUBLE SHREDDED HARDWOOD MULCH MULCH IN A 5' DIAMETER MOW RING
- ALL PLANTING BEDS TO RECEIVE 3" MIN. DOUBLE SHREDDED HARDWOOD MULCH. ALL PLANTING BEDS TO BE SHOVELLED EDGE.
- ALL PLANT MATERIAL TO BE SPECIMEN QUALITY AND MEET THE AMERICAN STANDARDS OF NURSERY STOCK, WHICH IS PUBLISHED BY THE ANA (AMERICAN ASSOCIATION OF NURSERYMEN)
- ALL PLANTS (UNLESS OTHERWISE SPECIFIED) ARE TO BE BALLED & BURLAPPED OR APPROVED CONTAINER STOCK
- ALL TREE SHRUB, BACK FILL TO MIX TO BE:
4 PARTS CLEAN PULVERIZED TOPSOIL
1 PART MUSHROOM COMPOST
- ALL PERENNIAL PLANTING MIX TO BE
3 PARTS CLEAN PULVERIZED TOPSOIL
1 PART MUSHROOM COMPOST
1 PART SAND
40 # / 100 SF GYPSUM
(TILL 2" OF THIS MIX IN 6-8" DEEP)
- CONTRACTOR TO SUBMIT IN WRITING TO PROPERTY OWNERS, A ONE YEAR-100% PLANT GUARANTEE TO COMMENCE ON THE DAY OF PROJECT COMPLETION
- CONTRACTOR RESPONSIBLE FOR CALLING DIGGERS HOTLINE 1-800-242-8511 TO LOCATE ALL UTILITIES PRIOR TO STARTING PROJECT
- CONTRACTOR RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS REQUIRED FOR PROJECT INSTALLATION
- CONTRACTOR TO ADJUST PLANTINGS FOR UNDERGROUND UTILITIES, ESCAPE WINDOWS, CONDENSER UNITS, UTILITY METERS AND OVERHEAD UTILITY LINES

Perennial Plant List:

#	Quantity	Name	Size
1.	8-	'Majesty' Coneflower	1 gal.
2.	7-	'Becky' Shasta Daisy	1 gal.
3.	5-	'Max Frei' Geranium	1 gal.
4.	5-	'Fanal' Astilbe	1 gal.
5.	10-	'Carnival Watermelon' Coralbells	1 gal.
6.	7-	'Pardon Me' Daylily	1 gal.
7.	10-	'Jettie' Tall Coreopsis	1 gal.
8.	15-	'Cinnamon' Fern	1 gal.
9.	7-	'Karl Foerster' Feather Reed Grass	1 gal.
10.	7-	'Red Satin' Coreopsis	1 gal.
11.	12-	Russian Sage	1 gal.
12.	15-	Prairie Dropseed	1 gal.
13.	10-	Butterfly Weed	1 gal.
14.	12-	Purple Coneflower	1 gal.
15.	10-	Obedient Plant	1 gal.
16.	15-	Prairie Coreopsis	1 gal.
17.	15-	Marsh Blazing Star	1 gal.
18.	10-	'Jacob Cline' Bee Balm	1 gal.
19.	10-	Blue Joint Grass	1 gal.
20.	10tubs-	'Green Carpet' Pachysandra	QT.
21.	8-	Northern Sea Oats	1 gal.
22.	8-	'Arizona Sun' Gaillardia	1 gal.
23.	7-	'Rheinland' Astilbe	1 gal.
24.	7-	'Sarah Bernhardt' Peony	2 gal.
25.	7-	'Banana Cream' Daisy	1 gal.
26.	5-	'Sweet Romance' Lavender	1 gal.
27.	8-	'Blue Hill' Salvia	1 gal.
28.	8-	'Red Hot Returns' Daylily	1 gal.

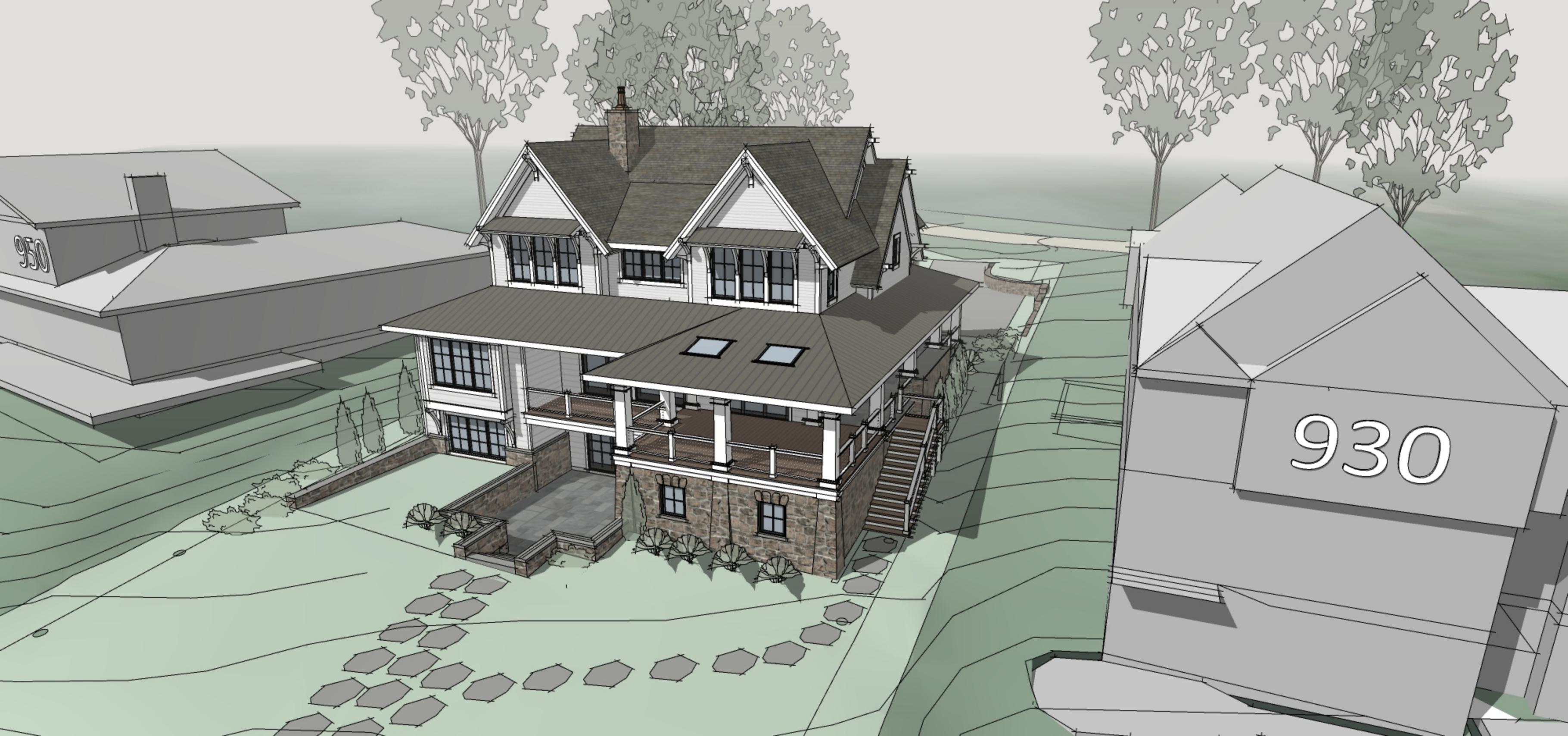
Tree and Shrub Plant List:

Quantity	Name	Size
3-	'Baby Blue Eyes' Colorado Spruce	8'
13-	'Techny' Arborvitae	10'
39-	'Emerald Green' Arborvitae	8'
15-	'Green Velvet' Boxwood	18"
1-	'Pee Gee' Hydrangea Tree Form	3"
10-	'Quick Fire' Hydrangea	5 gal.
3-	'Summer Wine' Ninebark	5 gal.
5-	Arrowwood Viburnum	42"
10-	'Isanti' Dogwood	36"
2-	'Miss Kim' Lilac	5 gal.
3-	'Dark Horse' Weigela	3 gal.



B & J Tree & Landscape Service, Inc.
 Landscape Design & Installation
 W2795 Krueger Road - Lake Geneva WI 53147
 Member of Arborist Association,
 Landscape Contractor Association &
 Unilock Authorized Contractor
 (262)248-3653 - Fax (262)248-0340
 Design By: Blake Castlerman
 Scale: 1/10" = 1 Foot
 Date: 5/1/19

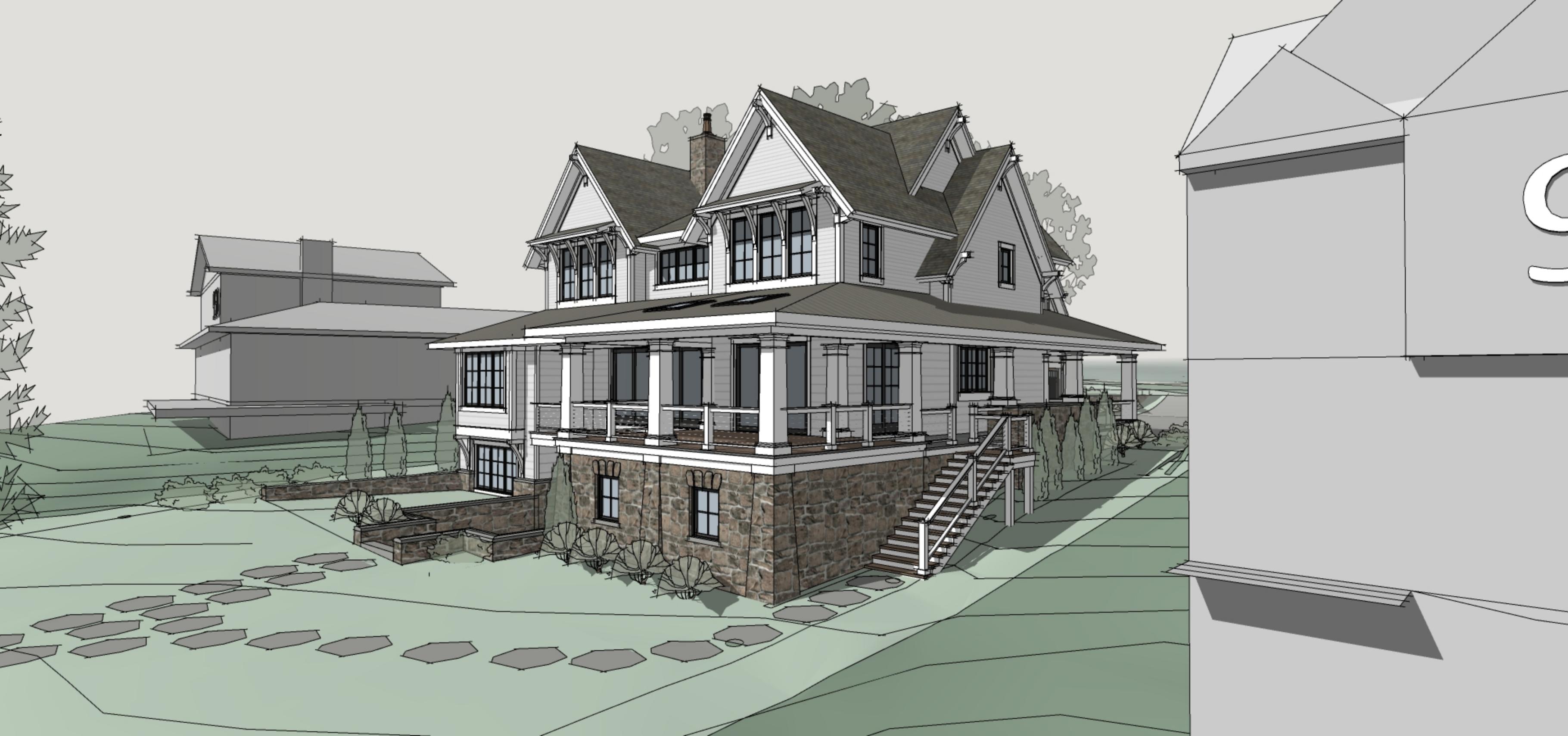
COPYRIGHT: THIS WORK IS COPYRIGHTED AS PRESCRIBED BY THE LAWS IN THE UNITED STATES CODE, TITLE 17. THIS WORK WAS PUBLISHED ON 5/1/19 THIS PLAN IS OWNED BY B&J TREE AND LANDSCAPE SERVICE INC. AND SHALL ONLY BE TRANSFERRED TO OWNER UPON FULL PAYMENT AND WRITTEN NOTICE.



950

930







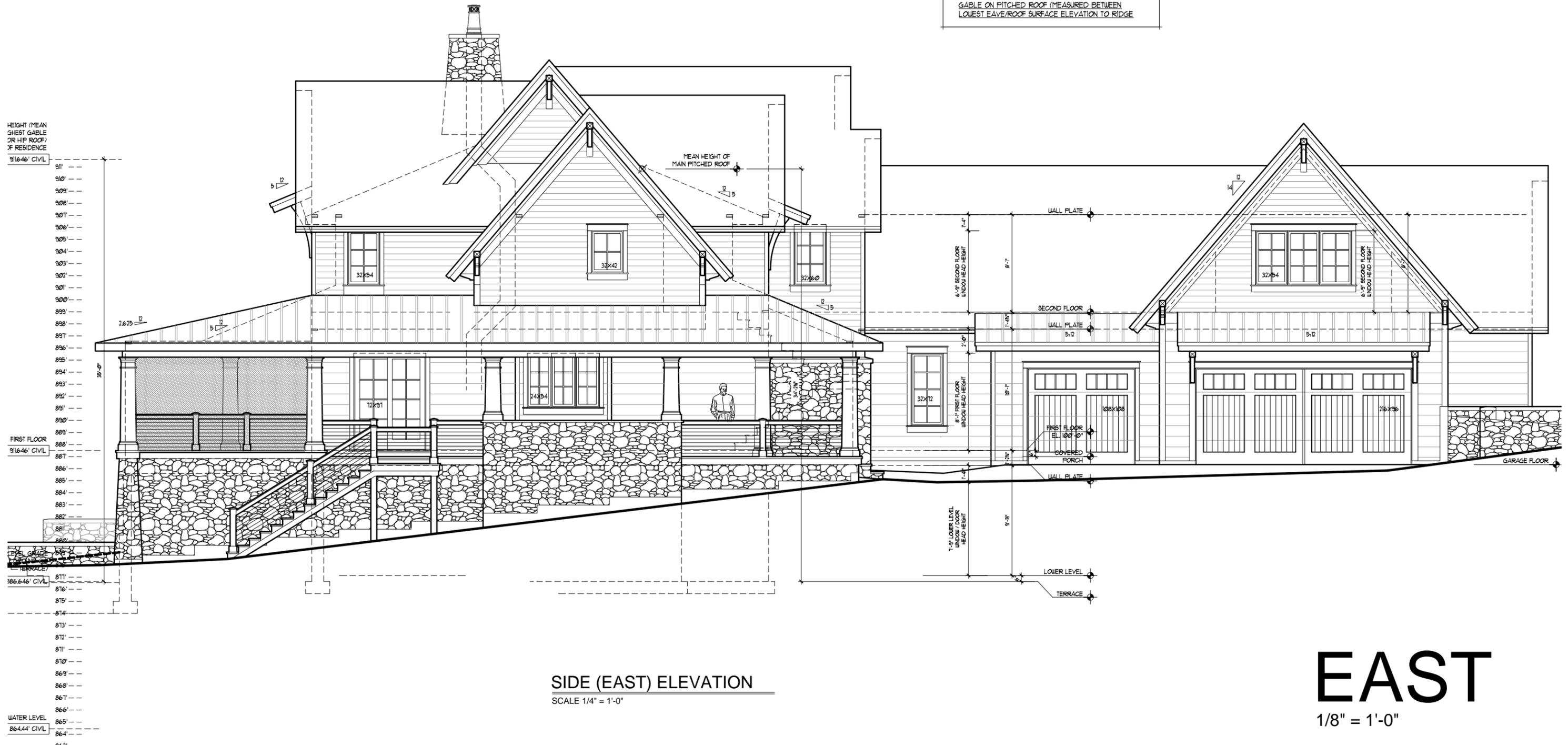


BUILDING HEIGHT DEFINITION:

SECTION 98-034:

THE VERTICAL DISTANCE FROM: (1) THE LOWEST ELEVATION OF THE ADJOINING GROUND LEVEL OR (2) ESTABLISHED GRADE, WHICHEVER IS LOWER... THIS PROJECT IS THE LOWER LEVEL TERRACE AT ELEVATION SHOWN

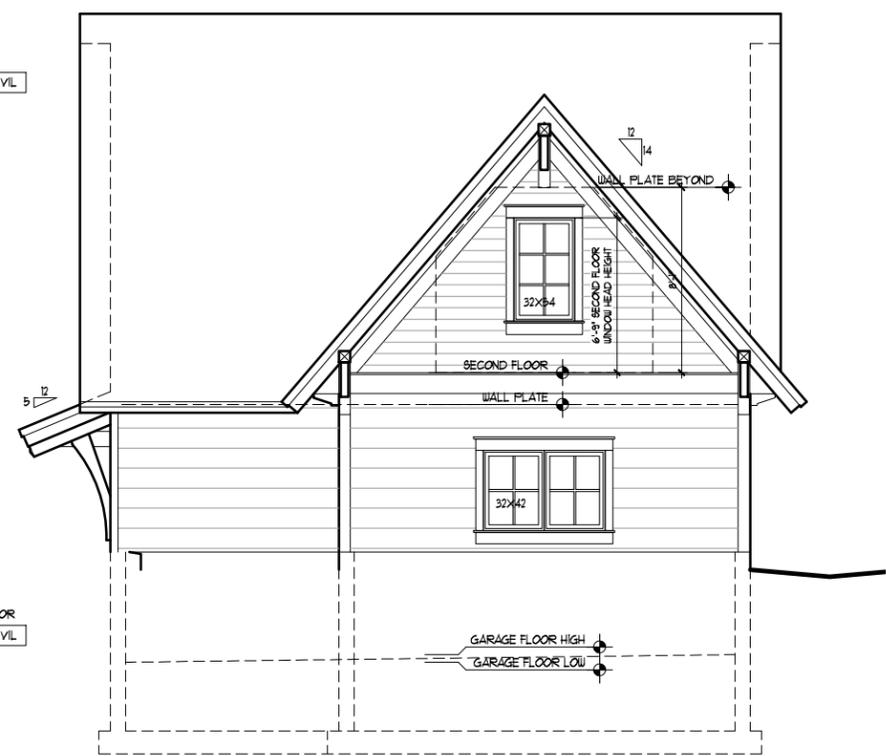
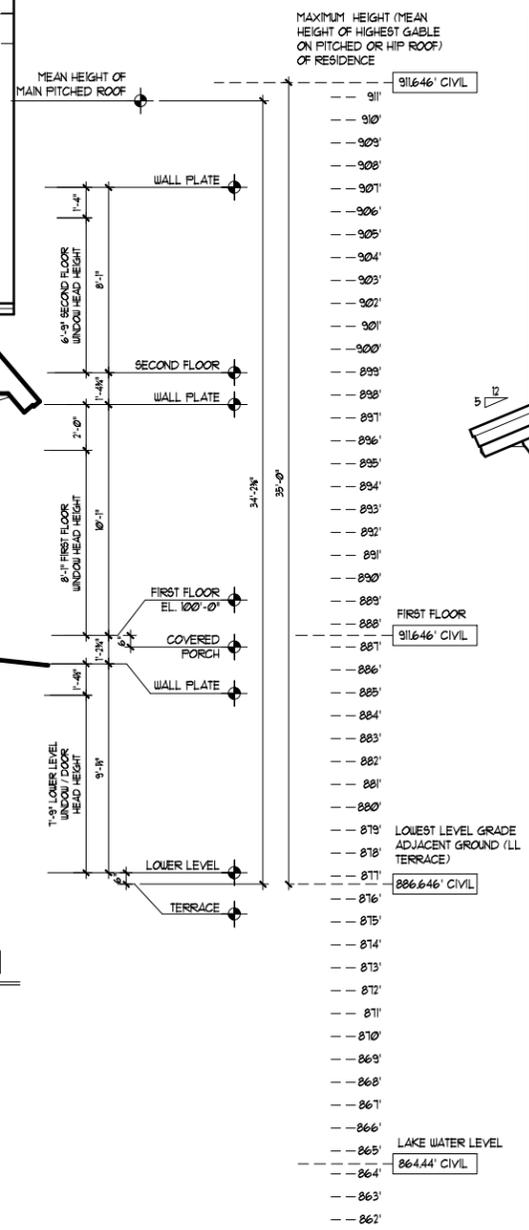
TO THE TOP OF THE CORNICE OF A FLAT ROOF, TO THE DECK LINE OF A MANSARD ROOF, TO A POINT OF THE ROOF DIRECTLY ABOVE THE HIGHEST WALL OF A SHED ROOF, TO THE UPPERMOST POINT ON A ROUND OR OTHER ARCH TYPE ROOF, TO THE MEAN DISTANCE OF THE HIGHEST GABLE ON A PITCHED OR HIP ROOF... THIS PROJECT IS THE MEAN HEIGHT OF THE HIGHEST GABLE ON PITCHED ROOF (MEASURED BETWEEN LOWEST EAVE/ROOF SURFACE ELEVATION TO RIDGE





STREET (NORTH) ELEVATION

SCALE 1/4" = 1'-0"



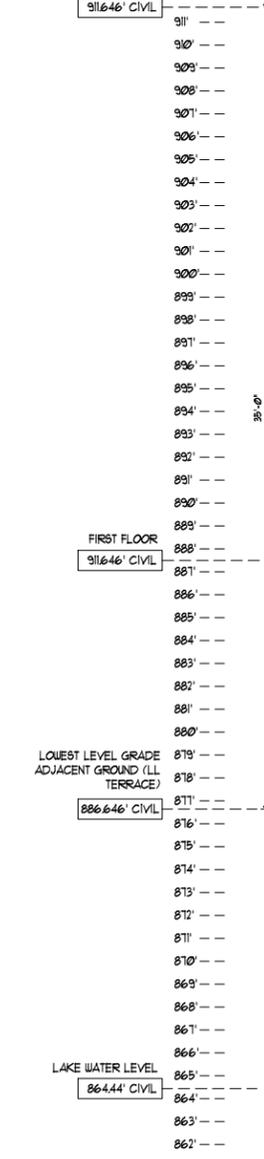
STREET (NORTH) GARAGE ELEVATION

SCALE 1/4" = 1'-0"

NORTH

1/8" = 1'-0"

MAXIMUM HEIGHT (MEAN HEIGHT OF HIGHEST GABLE ON PITCHED OR HIP ROOF) OF RESIDENCE



916.46' CIVIL

FIRST FLOOR

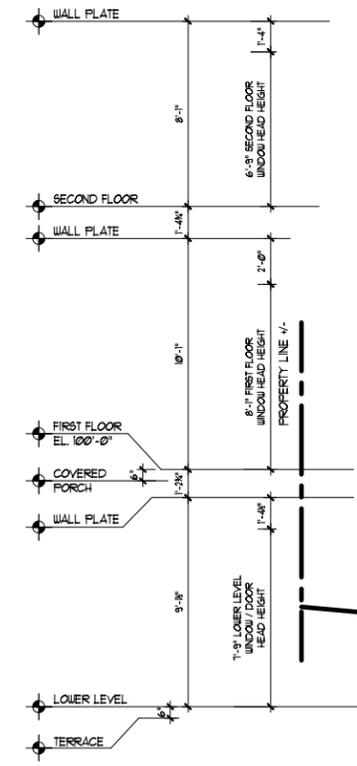
916.46' CIVIL

LOWEST LEVEL GRADE ADJACENT GROUND (LL TERRACE)

886.46' CIVIL

LAKE WATER LEVEL

864.44' CIVIL



LAKE (SOUTH) ELEVATION
 SCALE 1/4" = 1'-0"

SOUTH
 1/8" = 1'-0"

FRONT OR STREET-YARD INTRUSIONS

SECTION 98-405:

A) PERMITTED INTRUSIONS INTO REQUIRED FRONT OR STREET YARDS:

1. CHIMNEYS, FLUES, SILLS, PILASTERS, LINTELS, ORNAMENTAL FEATURES, CORNICES, EAVES, AND GUTTERS FOR RESIDENTIAL BUILDINGS, PROVIDED THEY DO NOT EXTEND MORE THAN TWO AND ONE-HALF FEET INTO THE REQUIRED YARD.

2. YARD LIGHTS, ORNAMENTAL LIGHTS, AND NAMEPLATE SIGNS FOR RESIDENTIAL LOTS, PROVIDED THAT THEY COMPLY WITH THE ILLUMINATION REQUIREMENTS OF SECTION 98-101 AND PROVIDED THEY DO NOT LOCATE CLOSER THAN FIVE FEET FROM THE FRONT OR STREET PROPERTY LINE.

3. TERRACES, STEPS UNCOVERED PORCHES, DECKS, STOOFS, OR SIMILAR APPURTENANCES TO RESIDENTIAL BUILDINGS WHICH DO NOT EXTEND ABOVE THE FLOOR LEVEL OF THE ADJACENT BUILDING ENTRANCE PROVIDED THEY DO NOT LOCATE CLOSER THAN 20 FEET FROM ANY STREET RIGHT-OF-WAY.

4. FENCES ON RESIDENTIAL OR NONRESIDENTIAL LOTS WHICH DO NOT EXCEED FOUR FEET IN HEIGHT, PROVIDED THEY DO NOT LOCATE CLOSER THAN TWO FEET TO ANY STREET RIGHT-OF-WAY. PERMITTED FENCE TYPES SHALL COMPLY WITH PROVISIONS OF SECTION 98-102(3).

REAR OR SIDE-YARD INTRUSIONS

SECTION 98-405:

B) PERMITTED INTRUSIONS INTO REQUIRED REAR OR SIDE YARDS:

1. SILLS, PILASTERS, LINTELS, ORNAMENTAL FEATURES, CORNICES, EAVES, AND GUTTERS FOR RESIDENTIAL BUILDINGS, PROVIDED THEY DO NOT EXTEND MORE THAN TWO AND ONE-HALF FEET INTO THE REQUIRED YARD.

2. FENCES MAY LOCATE ON PROPERTY LINE. PERMITTED FENCE TYPES SHALL COMPLY WITH THE PROVISIONS OF SECTION 98-102.

3. FIRE ESCAPES (ON RESIDENTIAL BUILDINGS) WHICH DO NOT EXTEND MORE THAN THREE FEET INTO THE REQUIRED YARD.

REAR-YARD INTRUSIONS

SECTION 98-405:

C) PERMITTED INTRUSIONS INTO REQUIRED REAR YARDS:

1. TERRACES, STEPS, UNCOVERED PORCHES, DECKS, STOOFS, OR SIMILAR APPURTENANCES TO RESIDENTIAL BUILDINGS WHICH DO NOT EXTEND MORE THAN ONE FOOT ABOVE GRADE, PROVIDED THEY DO NOT LOCATE CLOSER THAN 20 FEET TO THE REAR LOT LINE.

ZONING RESEARCH

CURRENT ZONING: ER-1 (LAKESHORE OVERLAY) IN WALLWORTH COUNTY, CITY OF LAKE GENEVA. THIS PROPERTY IS NON-CONFORMING DUE TO LOT WIDTH.

AREA / HEIGHT / YARD REQUIREMENTS

LOT AREA: MIN. 40,000 SF. (16,534 SF. ACTUAL.)
 LOT WIDTH: MIN. 15'-0" (15'-0" AVERAGE)
 HEIGHT (DUELLING): 35'-0"
 HEIGHT (ACCESSORY): 15'-0"
 MAX. BUILDING COVERAGE: 30%

SETBACKS: 25'-0"
 STREET: 30'-0" OR 60'-0" TOTAL
 SIDE: 30'-0"
 REAR: 5'-0"
 PAVEMENT:

THIS PROPERTY MEETS REQUIREMENTS SET FORTH IN SEC. 98-405 FOR EXISTING NON-CONFORMING LOTS

CONDITIONAL USE: PER SEC. 98-401 SUBSTANDARD LOT REGULATIONS

ZONING: SR-4 (LAKESHORE OVERLAY) IN WALLWORTH COUNTY, CITY OF LAKE GENEVA.

AREA / HEIGHT / YARD REQUIREMENTS

LOT WIDTH: MIN. 15'-0" (15'-0" AVERAGE ACTUAL.)
 HEIGHT (DUELLING): 35'-0"
 HEIGHT (ACCESSORY): 15'-0"
 MIN. ZONING DISTRICT AREA: 9,000 SF.
 MIN. LOT AREA: 9,000 SF.
 MAX. BUILDING COVERAGE: 40%
 MAX. ACCESSORY BUILDING COVERAGE: 10%
 MIN. LANDSCAPE SURFACE RATIO (LSR): 50%
 MIN. STREET FRONTAGE: 50 FEET
 MIN. # OF OFF-STREET PARKING SPACES: 3 (GARAGE)

SETBACKS:

STREET YARD: 25'-0"
 SIDE YARD: 6'-0" LEAST SIDE (15'-0" SUM OF BOTH)
 LAKE FRONT: 100' ± 0"
 PAVEMENT: 5'-0" FROM SIDE OR REAR, 10 FT. FROM STREET
 ACCESSORY: REAR: 3'-0"
 SIDE: 5'-0"

ER-1 TO SR-4 ZONING

SECTION 98-401:

(3) EXISTING LEGAL LOTS OF RECORD THAT ARE NOW SUBSTANDARD IN ANY WAY, AND THAT ARE ZONED ER-1 SHALL BE CONSIDERED AS LEGAL SUBSTANDARD LOTS FOR NEW DUELLINGS OR BUILDING ADDITIONS ON SUCH LOTS. A CONDITIONAL USE PERMIT MAY BE SOUGHT TO ENABLE THE GRANTING OF PERMISSION TO USE THE LOT WIDTH, LOT FRONTAGE, LOT AREA AND SETBACK REQUIREMENTS OF THE SR-4 DISTRICT. (SECTION 98-309 FOR CONDITIONAL USE PROCEDURES). FOR THIS PARTICULAR TYPE OF CONDITIONAL USE PERMIT REQUEST, A FEE OF \$100,000 SHALL BE IMPOSED. (ORD. NO. 98-1 1/9/98)

IMPERVIOUS CALCULATIONS

TOTAL LOT AREA: 16,534 SF.

DRIVEWAY / WALKS: 1,794 SF.
 RESIDENCE / COVERED PORCHES AND DECKS: 4,664 SF.
 NEW TERRACES/RET. WALLS/PAVED WALKS: 465 SF.
 EXISTING LAKESIDE STAIRS AND STAIR: 129 + 465 = 594 SF.

TOTAL IMPERVIOUS: 7,511 SF. (45.5%) OK, IS LESS THAN 50%
 PROPOSED LSR: 54.5% OK, PER SR4 IS GREATER THAN 50%.

BUILDING AREA UNDER ROOFS: 4,664 SF.
 TOTAL BUILDING COVERAGE: 28.2% OK, IS LESS THAN 40%

SURVEYOR

LYNCH & ASSOCIATES
 ENGINEERING CONSULTANTS, LLC
 5482 S. WESTRIDGE DR.
 NEW BERLIN, WI. 53151
 PHONE (262) 248-3697

GENEVA LAKE

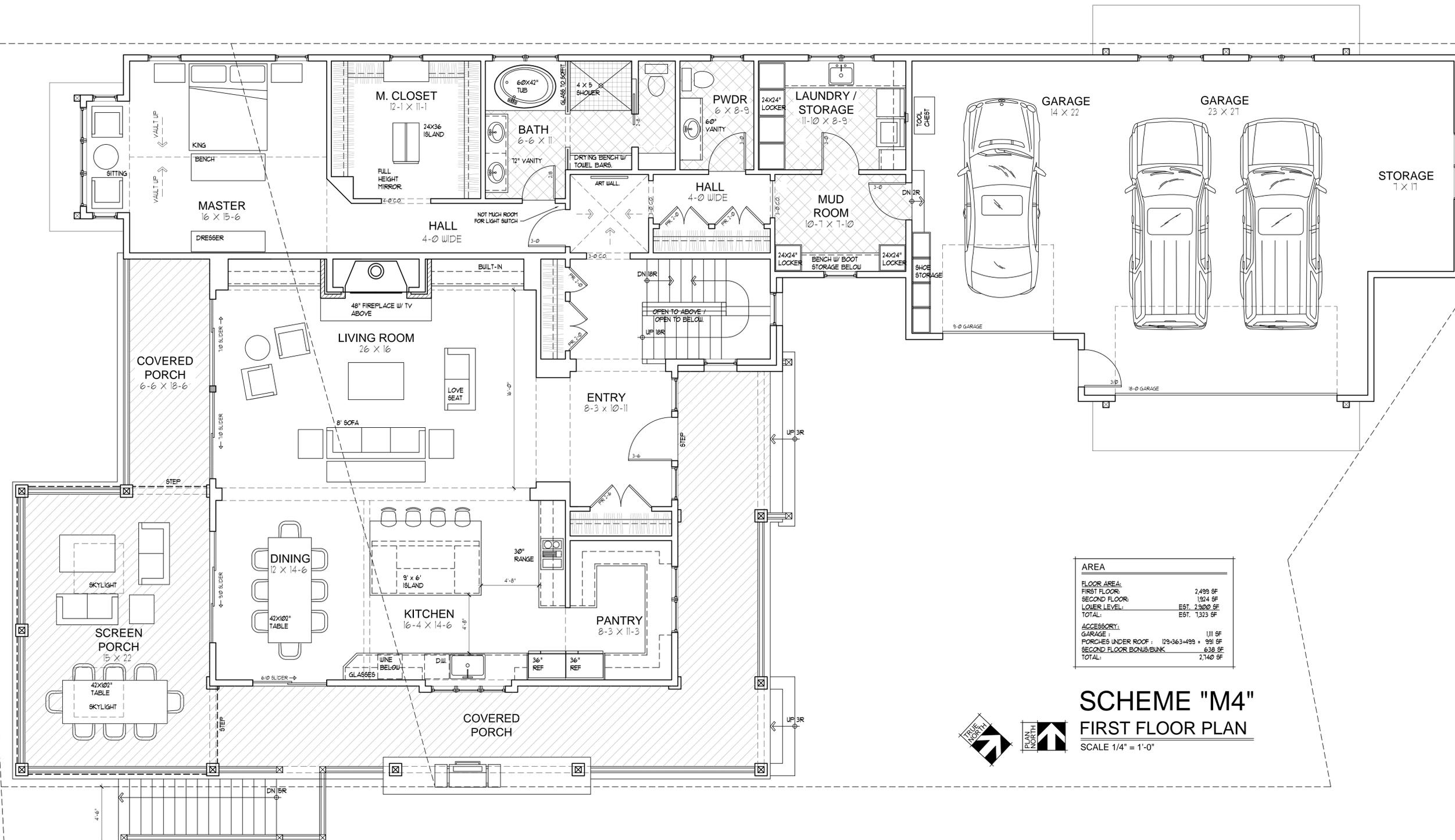
Water Elevation=
 864.44'
 5/31/18

SCHEME M4
 SITE PLAN
 SCALE: 1" = 10'

SITE LEGEND

	EXISTING STRUCTURE		EXISTING GRADE
	EXISTING STRUCTURE TO BE REMOVED		ABANDONED GRADE
	NEW STRUCTURE		NEW GRADE
	DECKS, PATIOS, TERRACES.		SILT FENCING
	HARD SURFACE (PAVERS, CONCRETE, ASPHALT)		PROPERTY LINE
	SOIL STOCKPILE		SETBACK LINE
			14" TREE
			EXISTING TREE
			5" TREE
			EXISTING TREE TO BE REMOVED
			NEW TREE
			NEW SHRUB, PERENNIAL, ORNAMENTAL GRASS

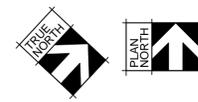




AREA

FLOOR AREA:	
FIRST FLOOR:	2,499 SF
SECOND FLOOR:	1,924 SF
LOWER LEVEL:	EST. 2,300 SF
TOTAL:	EST. 1,323 SF
ACCESSORY:	
GARAGE:	1111 SF
PORCHES UNDER ROOF:	119,363+499 = 991 SF
SECOND FLOOR BONUS/BUNK:	638 SF
TOTAL:	2,140 SF

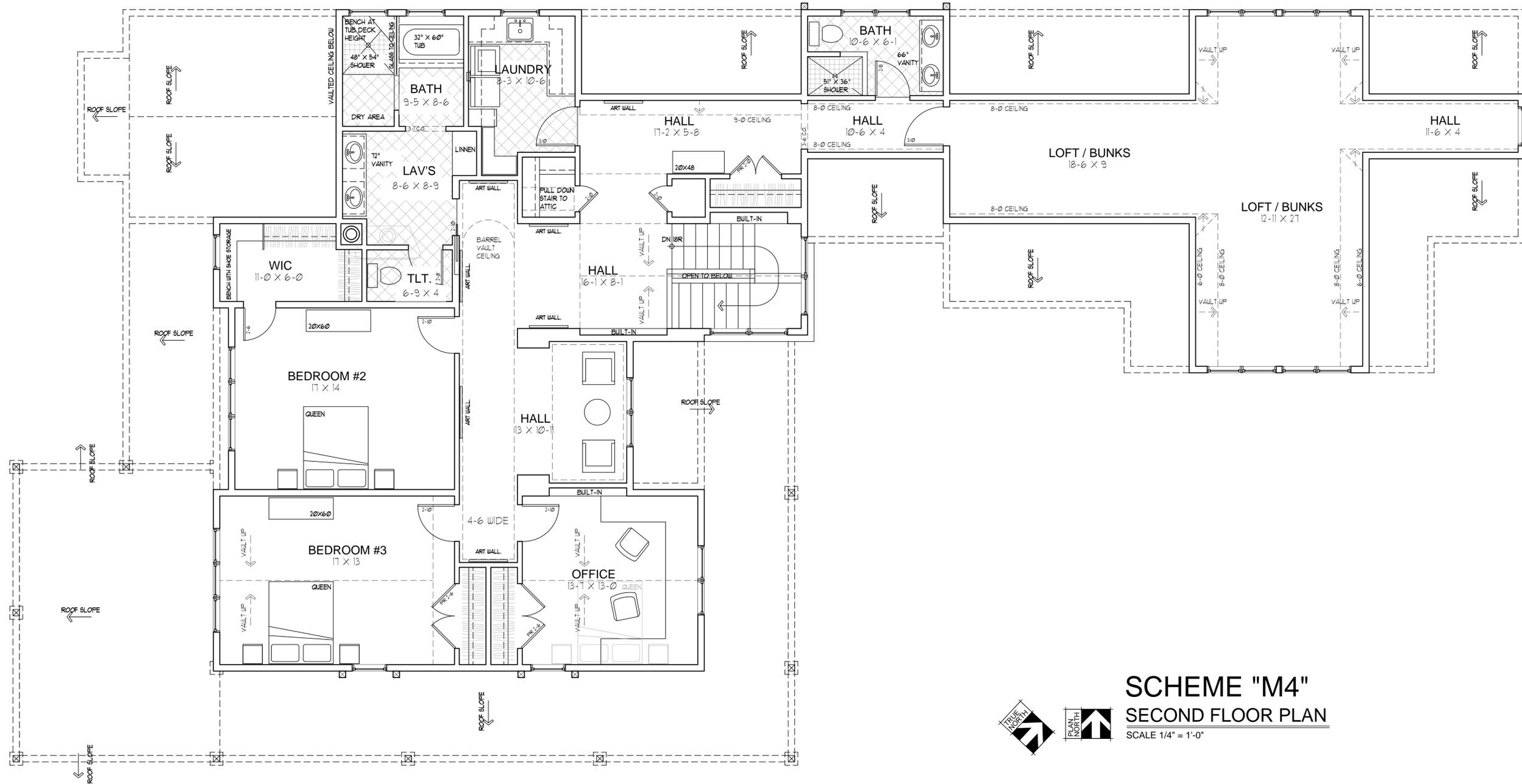
SCHEME "M4"
FIRST FLOOR PLAN
 SCALE 1/4" = 1'-0"



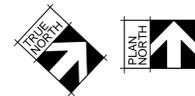
- DESIGN SET
- PERMIT SET
- CONSTRUCTION

REVISIONS:

DATE: 3.8.18



SCHEME "M4"
SECOND FLOOR PLAN
 SCALE 1/4" = 1'-0"



LAKE GENEVA
Architects
 STUDIO OF JASON R. BERNARD

LAKE GENEVA ARCHITECTS
 201 BROAD ST.
 LAKE GENEVA, WI 53147
 262.246.1400
 LakeGenevaArchitects.com

LYNCH RESIDENCE
 CEYLON COURT DRIVE
 LAKE GENEVA, WI

- DESIGN SET
- PERMIT SET
- CONSTRUCTION

REVISIONS:

DATE: 3.8.18

M4.2



VANDEWALLE & ASSOCIATES INC.

Date: May 15, 2019

To: Mayor Hartz

From: Jackie Mich, AICP, Associate Planner, and Jolena Presti, AICP, Principal

Re: Additional and Public Participation Options and Planning Tools for the Ten-Year Comprehensive Plan Update

We are excited to explore the City's interest in providing more extensive public outreach and opportunities for participation. Our current scope of services for the Comprehensive Plan Update includes the following public input opportunities:

- One Full Day of Stakeholder Interviews and Focus Groups
- One Community Vision Workshop
- One Open House to Review Draft Plan
- One Public Hearing
- All Plan Commission and Council Meetings are open to the public as well, although we recognize this is not a preferred engagement option for most.

Following is a list of additional public engagement options and cost estimates for your consideration. We share your interest in gathering input from a broader swath of the community, especially groups typically underrepresented in the planning process.

A. Second Visioning Workshop – \$1,716

Hold the Community Visioning Workshop (already included in the scope of services, took place on May 15) on a second date. This involves a cost savings, as most preparation will have been completed as part of the first workshop. This could be held at an offsite location (such as Geneva Crossing) to encourage participation from other sectors of the community.

b. Mini-Workshops/Charrettes on Special Topics – about \$1,500 per 1-hour mini-workshop

Facilitated conversations centered on specific topics or geographic areas (e.g., Downtown, Well Street corridor, South Business Park, specific neighborhoods).

Following is a list of proposed modifications to our existing scope and budget, as discussed on Tuesday.

C. Facilitated Workshops with Aldermanic Districts – \$1,800 per workshop (\$3,600 for two workshops)

Coordinate and lead meetings specifically for residents of aldermanic districts (e.g. Districts 1 & 4 and Districts 2 & 3 or another combination). The format for all meetings will consist of one of the following:

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax
247 Freshwater Way, Suite 530 • Milwaukee, Wisconsin 53204 • 414.988.8631

www.vandewalle.com

Shaping places, shaping change

- Facilitated workshop to provide input on the draft Vision Summary Graphic (described below)
- Facilitated discussion of citywide issues and topics specific to the local aldermanic district(s)
- A repeat of the May 15 Community Visioning Workshop with a focus on the local aldermanic district(s)

Vandewalle & Associates will provide a flyer for distribution by the City, and the City will be responsible for targeted outreach within the aldermanic districts. If desired, the workshops could be held at locations within the districts to encourage participation.

D. Focus Group with High School Students – \$1,400 per meeting

Coordinate and lead a focus group of Lake Geneva High School students. Meeting to be held during the school day so that students can participate easily.

E. Focus Group with Spanish-Speaking Population – \$1,400 per meeting

Coordinate and lead a focus group of representatives of Lake Geneva’s Spanish-speaking population. The City will provide the invitation list. Assistant Planner and native Spanish-speaker Lupita Alvarez will facilitate conversation and translate meeting materials as necessary. Jackie Mich (functionally proficient in Spanish) will assist Lupita as needed.

Additional Planning Tools for Consideration

The following items would assist in communicating the City’s vision and support implementation of the Plan after adoption. Adding these tasks to the scope of services would result in a stronger and more action-oriented Plan.

F. Vision Summary Graphic - \$3,400

Prepare a Vision Summary Graphic to be included as an accompaniment to the Comprehensive Plan. This document will summarize the key recommendations of the plan in an attractive, easy-to-read, and highly visual 11x17” format. The Vision Summary Graphic will be used as a tool to summarize the plan and encourage community buy-in for the plan recommendations. Its contents will be informed by input from residents at public participation events and from City leadership.

G. Citywide Targeted Planning Areas Map - \$4,500

Vandewalle & Associates will develop a map that communicates economic opportunities built on place-based assets and identifies high priority/targeted planning areas citywide. This summary map will communicate “big picture” ideas and recommendations for the community. These recommendations will be guided by regional, county, and local assets and inspired by untapped opportunities in the region. The Targeted Planning Areas Map will have geographic definition as well as suggested “economic roles” and supporting recommendations for each of these areas. The opportunities uncovered through this process will direct the recommendations of the Comprehensive Plan Update.

H. Comprehensive Plan Update Logo – \$780

Design an attractive and easily-identifiable project logo to be used on all outreach materials – digital and hardcopy.

Task Description	Target Date
Kickoff Meeting with City Staff	January 21
Public Participation Plan	May 20-27
Collect Data and Conduct Inventory of Existing Conditions	February - March
Project Kickoff with Plan Commission and City Council	April 8
Stakeholder Interviews & Focus Groups	May 14
Community Vision Workshop	May 15
Staff Conference Call to Review Questions	May
Prepare Draft #1 of the Comprehensive Plan Update	May 30
Staff Conference Call to Review Questions	June
Plan Commission Meeting to Review Draft Plan	June 17
Staff Conference Call to Review Plan Revisions	June 18-20
Amendment Nominations Application Period	June 18-July 8
Prepare Draft #2 of the Comprehensive Plan Update	June 30
Staff Conference Call to Review Nominations	July 8-12
Plan Commission Meeting to Review Nominations	July 15
Draft Plan Review Open House	August
Staff Conference Call to Review Open House Comments	August
Prepare Draft #3 of the Comprehensive Plan Update	late August
30-DAY REVIEW PERIOD	September
Joint City Council and Plan Commission Public Hearing	October
Staff Conference Call to Review Public Hearing Results	late October
Production and Distribution of Final Adopted Plan	November

PUBLIC PARTICIPATION STRATEGY AND PROCEDURES
FOR THE CITY OF LAKE GENEVA
COMPREHENSIVE PLAN UPDATE
2019

Introduction

A key required component of Section 66.1001 of Wisconsin Statutes—the State’s comprehensive planning legislation—is actively involving community stakeholders as each local comprehensive plan is being developed, updated, or amended. Public participation helps to ensure that the resulting comprehensive plan accurately reflects the vision, goals, and values of citizens of the community.

Section 66.1001(4)(a) of Wisconsin Statutes requires the City of Lake Geneva to adopt, by resolution, written procedures designed to foster public participation at every stage in the preparation, update, or subsequent amendment of its comprehensive plan. The written procedures must provide for wide distribution of the comprehensive plan, an opportunity for the public to submit written comments on the plan, and provisions for local response to such comments.

This document meets this statutory requirement. It serves as the procedures that will be used to guide the required ten-year update to the City’s Comprehensive Plan, which was adopted on August 30, 2011.

Major Goals of Public Participation Strategy

- Provide diverse opportunities for members of the public to participate in processes to consider and adopt a complete update to the City’s Comprehensive Plan.
- Adopt an updated plan that reflects the ideas, desires, and objectives of most residents and property owners.
- Meet both the letter and spirit of Wisconsin’s Comprehensive Plan legislation.
- Use the City’s Plan Commission as a foundation for guiding the plan update process.
- Recognize that the goals expressed above must be balanced with the need to complete the Comprehensive Plan update within a reasonable timeframe.

Selected Public Participation Techniques

The City will, at a minimum, use the following techniques to obtain public input during the plan update process:

- Assure that all Plan Commission and City Council meetings to consider and adopt the updated plan are open to the public and are noticed as required by State open meeting regulations.
- Public comments will be solicited and responded to at every stage of planning process.
- Hold one public visioning workshop to review the draft plan. This meeting will be open to the public and advertised in advance.
- Provide an opportunity at each public meeting held on the Comprehensive Plan update for public comment. Some meetings will be particularly meant to encourage wide participation from the public. Other meetings are intended to be work sessions for the Plan Commission, City Council, or some combination. The public comment period will be provided at either the beginning or end of each public meeting, or at one or more other parts of the meeting at the discretion of the Plan Commission or City Council. This will allow the Commission or Council

to concentrate on completing tasks without interruption, while still allowing the public an appropriate chance to observe and comment.

- Hold focus groups with key stakeholders identified by the City.
- Publish public input information and scheduling, including updates to this Public Participation Plan on the City website.
- Hold at least one formal public hearing on the proposed Comprehensive Plan update and the adopting ordinance prior to adoption. All members of the public will have an opportunity to present testimony and offer comments at the public hearing. The public hearing will be noticed and held per the requirements of Wisconsin Statutes, Section 66.1001.
- Additional outreach meetings and input opportunities may be added to the process at any time, as determined by the City.

Opportunities for Comments/Responses on Draft Comprehensive Plan

The City will have copies of draft plan materials available at City Hall and the Library during normal business hours. The City will also provide copies of the draft and final plan to adjacent and overlapping governments and non-metallic mineral interests as required by statute, and to members of the participating public as requested. The City may charge for public copies an amount equal to the costs of time and materials to produce such copies.

Public comments will be solicited and responded to at every stage of the plan update process. Written comments on the comprehensive plan update may also be delivered, mailed, or emailed to the City Clerk. The City will respond to written comments via mail, email, telephone, meeting, and/or through consideration of appropriate changes to the draft comprehensive plan.

PLAN COMMISSION RESOLUTION 2019-1
RECOMMENDING THE ADOPTION OF A PUBLIC PARTICIPATION PLAN
FOR THE UPDATE OF THE COMPREHENSIVE PLAN
CITY OF LAKE GENEVA, WISCONSIN

WHEREAS, the City of Lake Geneva on August 30, 2011, adopted the City of Lake Geneva Comprehensive Plan, under the authority of and procedures established by §66.1001(4), Wisconsin Statutes; and

WHEREAS, that Comprehensive Plan document advises both the regular Plan Commission review of the Comprehensive Plan, as well as the ability to respond to unique circumstances which arise in relation to the Comprehensive Plan which are distinct from the regular plan review process, and to enable the City's consideration of potential amendments and updates where the Plan becomes irrelevant or contradictory to emerging policy or trends; and

WHEREAS, §66.1001(4)(a), Wisconsin Statutes, requires that the governing body of the local governmental unit adopt written procedures designed to foster public participation at every stage of the comprehensive plan preparation or update process, and that such written procedures shall provide for wide distribution of draft plan materials, an opportunity for the public to submit written comments on the plan materials, and a process for the governing body to respond to such comments; and

WHEREAS, the City of Lake Geneva believes that meaningful public involvement in processes designed to consider and update its Comprehensive Plan is important to assure that the resulting Plan meets the wishes and expectations of the public; and

WHEREAS, the attached "Public Participation Strategy and Procedures for the City of Lake Geneva Comprehensive Plan Update" includes procedures to foster public participation, ensure distribution of draft plan materials, provide opportunities for written comments on such materials, and provide mechanisms to respond to such comments.

NOW, THEREFORE, BE IT RESOLVED that the Plan Commission of the City of Lake Geneva hereby recommends that the City Council adopt a resolution to constitute official City approval of the attached "Public Participation Strategy and Procedures for the City of Lake Geneva Comprehensive Plan Update" as required under §66.1001(4)(a), Wisconsin Statutes.

Adopted this 20th day of May 2019.

Tom Hartz, Mayor & Plan Commission Chair

Brenda Follensbee, Building & Zoning Administrative Assistant