

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

**PLAN COMMISSION MEETING
MONDAY, SEPTEMBER 18, 2017 - 6:00 PM
COUNCIL CHAMBERS, CITY HALL**

Agenda

1. Meeting called to order by Mayor Kupsik.
2. Roll Call.
3. Approve Minutes of the August 21st 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 Ida Tarczinski, 727 Geneva Street, Lake Geneva, WI 53147, to replace the sign face of an existing monument sign at 727 Geneva Street, Ida's Salon, Tax Key No. ZOP00157.
7. Public Hearing and Recommendation on a Conditional Use filed by Kevin Sychowski, 830 Clover Street, Lake Geneva, WI 53147, to allow for the construction of an accessory structure of 1,950 square feet, at 830 Clover Street, Tax Key No. ZCL200008.
8. Public Hearing and Recommendation on a Conditional Use filed by Frank Klepitsch, 420 Sunrise Avenue, Lake Bluff, IL 60044, on behalf of Francis Beidler III & Elizabeth Tisdahl, for SR-4 Setbacks in ER-1 Zoning District to allow the addition of a new screened porch located at 698 S Lake Shore Drive, Tax Key No. ZBB00006.
9. A. Review and Recommendation of a Plat of Condominium for Prairie Townhome Condominium filed by McMurr I, LLC, 351 W. Hubbard, Site 610, Chicago, IL 60654, to review the proposed development at Tax Key No. ZPRW00054A.
 - B. Public Hearing and Recommendation on an amendment to a Precise Implementation Plan filed by McMurr I, LLC, 351 W. Hubbard, Site 610, Chicago, IL 60654, to allow for the development of condominium/townhome units at Tax Key No. ZPRW00054A.
10. Review and Recommendation of Step 2 of the Concept Plan for the General Development Plan and Precise Implementation Plan, filed by Steve Bieda, Mau & Associates, LLP, 400 Security Blvd, Green Bay, WI 54313, on behalf of Himansu Dhyani, at 1150 Wells Street, Tax Key No. ZYUP00142B.
11. Adjournment

QUORUM OF CITY COUNCIL MEMBERS MAY BE PRESENT

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

Posted 9/13/2017

**PLAN COMMISSION MEETING
MONDAY, AUGUST 21, 2017 – 6:00 PM
COUNCIL CHAMBERS, CITY HALL**

Building & Zoning Administrative Assistant Follensbee called the meeting to order at 6:00 p.m.

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

Building & Zoning Administrative Assistant Follensbee opened nominations for a temporary chairman as Mayor Kupsik was not there to chair the meeting.

Esarco/Gibbs motion to nominate Alderman Skates as temporary chair. No other nominations were made.
Motion carried 6 to 0. Alderman Skates took a seat as the temporary chairman.

Approve the Minutes of July 17, 2017 Plan Commission meeting as distributed.

Horne/Frederick motion to approve. Motion carried 6 to 0.

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: Karen Yancy, executive director of the Geneva Lake Conservancy. The Conservancy is concerned about the private recreation zoning requested by the developer, White River Holdings LLC, for the 60 acres of flood plain of the Hillmoor property in its proposed amendment request for the City of Lake Geneva's Comprehensive Plan. The Conservancy requests the zoning for the 60 acres of Hillmoor be amended to public park and open space zoning which allows for public recreational trails, parks, and public kayak & canoe launches and public natural or conservancy preservation areas. Reasons for rezoning: the land is Primary Environmental Corridor which is essential to the environmental health of the Lake Geneva area and its wildlife; this land should be designated as open space and restored to its environmental health by remove invasive species, stabilizing the stream banks and creating buffer zones to prevent polluted run-off into the river; the land should be managed to protect the adjacent land which has habitat for threatened species; the wetlands help with flood control & maintain quality of groundwater. If zoned as public park and open space, this property would have opportunities to receive federal, state and local grants.

Speaker 2: Dan Getzen, 500 S. Edwards Blvd, Unit #2, in favor of the Center Street North property to be kept as a green space to be used as a park with hiking and biking trails, asking for the support of the Plan Commission.

Speaker 3: Karen Mohar, 308 Maxwell Street, in full support of the Center Street North property to be used as a park with multi-use trails and hopes for the City's support.

Speaker 4: Alice Ogden - 108 Evelyn Lane, Unit D, Golfview Condo Association, lives in a lower unit on the west side of the former property of Hillmoor. She is concerned about the water run-off from the higher elevation south of Hwy 50. The proposed plans will flatten the terrain and remove most trees which could cause flooding. The proposed plans do not include a retention pond. Ogden asks the city and developer to consider this issue.

Speaker 5: Barbara Philips, 1600 Evergreen Lane, supports the Center Street North properties, making this property into a park and trails.

Speaker 6: Jaclyn Getzen, 15 Lakeview Drive, in support of the Center Street park, needing to preserve all the green space we can for future generations.

Speaker 7: Andy Kerwin, 1616 Evergreen Lane, in favor of the Center Street park, believing it is a great multi-use trail and park area and asks for the City's support.

Speaker 8: Mary Jo Fesenmaier, 1085 S Lake Shore Drive, read city mission statement, addressed agenda item 15.b. Geneva Inn, opposes annexation of the Geneva Inn and the proposed comprehensive plan change for zoning. On Agenda Item 15.c. Hillmoor, she opposes the proposed plan change, referencing the comprehensive plan work done to keep it rural holding and open space, prior to this request. Fesenmaier spoke about needing community projects in this property: The YMCA, Library, big community use projects which fit in with tourism.

Speaker 9: Jeff Leonard, 1504 Dodge Street, agenda item 15.d. Delaney Street Mercantile – request to change the Future Land Use designation, corner of Cook St and Main St, zoned as Planned Development and would like to change zoning to Central Business.

Speaker 10: Beverly Leonard, 1504 Dodge Street, agreed with her husband regarding the change for item 15.d. Leonard also referenced agenda item 11. United Methodist Church - CUP, a public hearing item, and read her letter to city regarding this item.

Speaker 11: Dick Malmin, N1991 S Lake Shore Dr, Town of Linn, a neighbor of the Geneva Inn, agenda item 15.b. Geneva Inn - Future Land Use change. He gave a history of the Geneva Inn property, sharing his opposition to the proposed Future Land Use and zoning change. Malmin referenced the extra territorial zoning process and questioned this process for the Geneva Inn.

Speaker 12: Maureen Marks, 834 Dodge Street, agenda item 15.b. Geneva Inn proposed Future Land Use change, opposes the zoning change for the Geneva Inn, stating she owned commercially zoned properties in Lake Geneva and never received special rights for owning these properties so the Geneva Inn should not have a special rule regarding request.

Acknowledgement of Correspondence.

Correspondence was received from Beverly Leonard regarding a Conditional Use request to allow paid parking on the property of the United Methodist Church at 912 Geneva Street. Correspondence was received from Charlene Klein, opposing the Comprehensive Plan changes for the Hillmoor property. Correspondence was also received from J. Tschetter, opposing the rezoning of the Hillmoor property.

Review and Recommendation of approval for a CSM, filed by Robert E. Krawisz, 806 Pine Tree Lane, Lake Geneva, WI 53147, to clarify the property lot line identification for 806 Pine Tree Lane, Tax Key No. ZSY00028.

Robert Krawisz, 806 Pine Tree Lane, presented his request for clarification of the property lot line due to the mistake the title company made recording the site.

Esarco/Frederick motion to approve the request for a lot line clarification as recorded in the property CSM.

Roll Call: Skates, Gibbs, Hill, Esarco, Frederick, Horne voting “yes.” Motion carried 6 to 0.

Review and Recommendation of an Extraterritorial Jurisdiction (ETJ) CSM Lot Division in the Town of Geneva filed by Mark Larkin, 500 Stone Ridge Drive, Lake Geneva, WI 53147, to divide 12 acre parcel into 4 lots in the Town of Geneva, Tax Key No. JG25 00004.

Mark Larkin, 500 Stone Ridge Drive, presented his request to divide a 12 acre parcel into 4 lots. Building and Zoning Administrator Walling, stated they will also create a cul-de-sac as part of the request. Walling spoke about the City of Lake Geneva’s standards for turn-a-round diameters in cul-de-sacs and road width as a future reference for possible annexation of this property. Planner Slavney said the CSM meets all the ETJ requirements and recommends approval.

Horne/Hill motion to approve ETJ CSM to divide a 12 acre parcel into 4 lots.

Roll Call: Skates, Gibbs, Hill, Esarco, Frederick, Horne voting “yes.” Motion carried 6 to 0.

Downtown Design Review

Application by Hans Melges, 1100 Edwards Blvd, Lake Geneva, WI 53147, for a sign at 233 Center Street, Tax Key No. ZOP00284.

Building and Zoning Administrator Walling referenced the slide for this project on the screen, pointing out one sign facing Starbucks was denied because it did not have a street side. After speaking with Mr. Melges, Walling established a plan B, allowing the sign to be placed on the alley side of this property which is an approved location for a sign. Melges distributed hard copies of the new artwork located on the north side of the building.

Hans Melges, 1100 Edwards Blvd, presented his request of a sign at 233 Center Street, showing samples of the sign materials and colors to be used in this project as well as the sign locations. Commissioner Hill asked Walling for the ordinance regarding sign location. Walling stated all signage shall be on a street frontage of the building which includes alleys.

Esarco/Gibbs motion to approve sign locations on the west and north side of the building.

Roll Call: Skates, Gibbs, Hill, Esarco, Frederick, Horne voting “yes.” Motion carried 6 to 0.

Application by Linda Stevenson, 411 S Pearl St, Janesville, WI 53548, on behalf of Harley Davidson, for replacing an awning and signage at 704A Main Street, Tax Key No. ZOP00307.

Building & Zoning Administrator Walling stated the applicant was unable to be at this meeting. Walling met with Ms. Stevenson and verifies the awning and decal for the Harley Davidson store do fall within the guidelines for size, location and building signage for Downtown Design. Walling stated the Harley Davidson corporate colors are copyrighted and the sign colors are therefore acceptable.

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

Roll Call: Skates, Gibbs, Hill, Esarco, Frederick, Horne voting “yes.” Motion carried 6 to 0.

Public Hearing and Recommendation on a Conditional Use filed by Kevin Sychowski, 830 Clover Street, Lake Geneva, WI 53147, to allow for the construction of an accessory structure of 1,950 square feet, at 830 Clover Street, Tax Key No. ZCL200008.

Kevin Sychowski, 830 Clover Street, presented his request for a Conditional Use Permit, to allow a larger garage on his lot and handed out additional hard copies at this meeting. He has taken down a smaller garage on property since it was unsafe. Sychowski proposed a garage larger than 1000 square feet for his boat, moving trailer and cars to keep them out of sight and out of the weather. Properties to the west and to the north have a tree line which would block most of their view of the garage. Sychowski wants to add elements to the exterior so it doesn't look like a garage. He will abide by the height restrictions of the city ordinances. Planner Slavney said the plans submitted are consistent with the statements presented.

Speaker 1: Nathan Nelson, 835 Clover Street, supports this garage project and believes it will bring value to the neighborhood.

Speaker 2: Matt Mergener, 826 Clover Street, built a garage on 804 and 806 Clover Street property and had to follow the code restrictions. Mergener opposes the proposed garage because his windows face the location of this structure and he doesn't want to see this big building.

Speaker 3: Nick Staggs, 1237 Pleasant Street, concerned this allowance would lead to more light industrial development in the neighborhood. Staggs hopes the garage will look nice and fits the aesthetics of the residential neighborhood.

Speaker 4: Cindy Flower, 533 Haskin Street, is interested in seeing the architectural renderings of this garage which was not found in the online packet. Flower would like to see the plans to see what the building will look and check the setbacks. Planner Slavney described the drawings submitted at the meeting & Building & Zoning Administrator Walling added he asked Mr. Sychowski to get site renderings from an architect and received them in time for this meeting which will be available for the public.

Speaker 5: Bob Ott, 827 Clover St, understands the need for a garage but is concerned about the size and placement of garage which seems to be out of scale with the lot and existing home.

Hill/Horne motion to close the public hearing. Motion carried 6 to 0.

Commissioner Hill reviewed the process to build an accessory structure & asked Building & Zoning Administrator Walling about specifics in this process. Walling stated any structure larger than 1000 square feet requires a Conditional Use Permit. Commissioner Horne suggested the structure could use more architectural details so it looks like an extension of the home instead of an industrial garage.

Skates/Hornemade a motion to continue this hearing to the next Plan Commission meeting to give neighbors and the Plan Commission a chance to see in detail what this structure looks like beyond Mr. Synchronowski's description and last minute drawings. Motion carried 6 to 0.

Public Hearing and Recommendation on a Conditional Use filed by Larry Kundert, N1279 White Pigeon Road, Lake Geneva, WI 53147, on behalf of United Methodist Church, to allow for a paid onsite parking lot located at Lake Geneva United Methodist Church at 912 Geneva Street, Tax Key No. ZA464800001.

Terry Smith, N2982 Marshall Lane, Youth Director for United Methodist Church, presented request for a Conditional Use to allow for fundraising and an onsite paid parking lot with the Youth Group at different city events throughout the year. Commissioner Hill asked specifics about their fundraiser. Ms. Smith said the church used a Temporary Use permit to offer all day parking over the 4th of July at \$20/space which was used mostly by elderly or young families who needed a convenient place to park after other city parking options were filled. Hill asked how much the church plans to charge in the future. Alderman Skates stated the City cannot determine the amount to be charged for parking. Hill asked for the original intent of building a parking lot at the church. Smith stated the intent was to provide a convenient way for their congregation to park, since the street parking was not available during their worship services. Hill questioned the continued need of the two - 15 minute parking stalls. Ms. Smith said those spots are used during the busy morning drop-off for the daycare & Montessori school located in their church. Mr. Kundert commented that since it is a busy area, these extra parking spaces allow for a safer drop-off of the children.

Speaker 1: Beverly Leonard, 1504 Dodge Street, not opposed to the use of their parking lot, but maybe the church could communicate with the merchants that this parking is for a fundraiser for their Youth Group. Leonard requested a lesser charge per space.

Speaker 2: James Wilson, 1120 Park Row, concerned this request to allow paid parking could open the door for others to charge for parking on their property. He supports the congregation using the lot but not for the use of making money.

Speaker 3: Maureen Marks, 834 Dodge Street, supports the use of the two spaces in front of the church for the drop-off and pick-up of daycare & the Montessori school children. Marks doesn't think the church is trying to make money as a parking lot.

Hill/Skates motion to close the public hearing. Motion carried 6 to 0.

Commissioner Hill questioned the need for the additional 2 spaces on the street with the newly paved surface parking lot and showed concern for their request to charge for parking whenever they wanted throughout the year. Hill was also uneasy about the City not being able to set the charge rate. Alderman Skates shared the example of the PTO at Central Denison which does fundraiser a few times year, allowing people to park on the school property. The terms of temporary use permits was also discussed. Planner Slavney stated a Conditional Use Permit gives the city the ability to limit the number of times per year or the types of community events which can be named in the CUP. Skates added the Conditional Use can be pulled if there are any infractions to this permit. Commissioner Esarco asked if the CUP can state the specific events for this use and Alderman Skates verified it could.

Skates/Hornemotion to approve the Conditional Use to allow a paid onsite parking lot and staff recommendations to approve the affirmative findings, parking is limited to only the marked spaces and limited to 5 events of your choosing. Skates/Horne amended the motion to read "limited to 5 events with each event not to exceed 4 days."

Commissioner Hill asked if the church could do car washes, rummage sales or other fundraisers with this CUP application and Attorney Draper said this CUP would deny that part of it because of the conditions set for this Conditional Use; therefore they could not do the car washes, etc. Commissioner Horne asked if they could apply for a Temporary Use Permit for the items mentioned by Hill and Walling verified the church could apply but it is up to the discretion of the City to grant it.

Roll Call: Skates, Gibbs, Esarco, Frederick, Horne voting "yes" and Hill voting "no." Motion carried 5 to 1.

Public Hearing and Recommendation on a Conditional Use for a new residence, filed by John & Susan Gullicksen, 1096 LaGrange Road, WI 53147, for SR-4 Setbacks in ER-1 Zoning District, at 1096 LaGrange Road, Tax Key No. ZLE00001.

Todd Kaufmann, Lowell Custom Homes, representing the Gullicksen's, requesting to tear down the house and build a new home in the ER-1 Zoning District with SR-4 Setbacks. Building and Zoning Administrator Walling stated according to the site plan, the home will not get any closer to the lake or the sideyard setbacks than the existing home. They have identified the maximum height allowances of 35' and have met all the requirements: size and setbacks for SR-4 Zoning classification with the allowance of the CUP from the ER-1 Zoning.

Speaker 1: Cindy Flower, 533 Haskin Street, requests our city engineer to review the steep contours along the side yards on the grading plan. She asked if retaining walls would be used. She said clarification is needed.

Hill/Horne motion to close the public hearing. Motion carried 6 to 0.

Building and Zoning Administrator Walling said the engineering concerns will be addressed during the construction and contractor will have to maintain waters and erosion during construction and after the ground is stabilized so watershed does not go onto the neighboring properties.

Horne/Frederick motion to approve and include staff recommendations and fact finding including item 3 which states that the location of all approved building setbacks be verified by an onsite inspection by the Building Administrator prior to pouring the building foundation walls.

Roll Call: Skates, Gibbs, Hill, Esarco, Frederick, Horne voting "yes." Motion carried 6 to 0.

Public Hearing and Recommendation on an Amendment to a Precise Implementation Plan, filed by Bill Henry, Kehoe-Henry & Associates, Inc., 25 North Wisconsin Street, Elkhorn, WI 53121, on behalf of Geneva Lake Christian Church, to amend the development details for an Indoor Institutional land use, a worship facility, at the SE corner of Bloomfield Rd. & Harmony Dr., Tax Key Nos. ZSF00231 & ZSF00232.

Bill Henry, architect & engineer, and Pastor Chris Law, on behalf of the Geneva Lakes Christian Church, for an amendment to a PIP, to move the church building and parking lot closer to Harmony Drive. The driveway is shorter but is still in compliance with the 75' stacking area per the ordinance. All other features of the application are the same.

Alderman Skates verified the past approvals to date and the shifting of the church and parking lot. Henry said the parking lot was reconfigured with 10 additional stalls on north side of lot in the future.

Speaker 1: Cindy Flower, 533 Haskin Street, asked if the shifting of the church and parking lot was for a potential future expansion. Planner Slavney said there is room for expansion on this site but any plans would have to come back to the Plan Commission for review and approval.

Skates/Horne motion to close the public hearing. Motion carried 6 to 0.

Esarco/Horne motion to approve and with staff recommendations.

Roll Call: Skates, Gibbs, Hill, Esarco, Frederick, Horne voting "yes." Motion carried 6 to 0.

Discussion/Recommendation on Designation of the City's Center Street north properties, Tax Key No. ZSR00169 at approximately 43 acres and ZSR00170 at approximately 2 acres, as a City Park and Trail (Recommended by the Park Board on June 28, 2017)

Planner Slavney stated this discussion takes place at this meeting because the Plan Commission makes recommendations to the Common Council any time a public park is being considered for improvement. This land was platted with the intent to be public open space land and now details have been presented to the Park Board, who has endorsed this idea.

Commissioner Hill asked for clarification on the Plan Commission's advisory role in this process. Slavney identified the Plan Commission's special awareness of city's plans which the Council may not be aware of. Attorney Draper said the Plan Commission has an advisory role because it deals with the development within the city: the master plan, the park plan, passes resolutions for the city, always involved with the building and development within the city. The Plan Commission is the perfect entity to discuss and give direction to the Council along with the Park Board.

Alderman Skates gave a history of this property and believes the development of this park would be beneficial to many but access is questionable at this time so the city wants to make it an official park. Draper said it is a way to let people know what's going on with the property in the city.

Esarco/Gibbs motion that the city designates the City's Center Street North properties as a City Park and Trail as recommended the Park Board on June 28, 2017.

Roll Call: Skates, Gibbs, Hill, Esarco, Frederick, Horne voting "yes." Motion carried 6 to 0.

Plan Commission Reviews the Comprehensive Plan Amendment Applications.

City Planner Slavney explained the Comprehensive Plan Amendment process. Every year the City opens up the Comprehensive Plan to property owners to request modifications to the Future Land Use Map, which is the Land Use Plan for the City. During the months of July and August, applicants are welcome to explain their proposed amendments to the Plan Commission and the public. It allows the Plan Commission to discuss items informally and no motions are taken. This step is in preparation of a Public Hearing held in front of the Plan Commission & Common Council in October.

The city received four changes to the Future Land Use Map which recommends the future land use pattern. The Comprehensive Planning law says any proposed zoning map amendment has to be consistent with this particular map.

A. Core Commercial Inc., PO Box 1154, Appleton, WI 54912 for property near Edwards Blvd & Geneva Parkway North with Tax Key Nos. ZGEC00001, ZGEC00001A and ZGEC00002.

Application proposes the property near Edwards Blvd & Geneva Parkway North on Highway 120, south of Walmart, to change the designation from Business Park Land Use to Planned Business which allows a broader range of retail, personal and professional uses.

Kim Pischke, Core Commercial, presented their request, stating they will exclude the corner piece of the property which is the Keefe office building. A new CSM will be created combining the portion of this parcel along with the other 2 parcels. Pischke believes this property will lend itself to retail so they are requesting the Planned Business Land Use.

B. Geneva Waterfront Inc., N2009 S Lake Shore Drive, Lake Geneva, WI 53147 and Bigfoot Holdings LLC (dta Geneva Inn) for Tax Key Nos. IL120000-5C, IL120000-5C2, IL120000-5D, IL120000-5E, IL120000-5F and IL120000-4.

Application proposes the property of Geneva Inn which is outside of the city limits on both the east and west side of South Lake Shore Drive. The Geneva Inn has several properties and the areas currently in use are for Commercial Use and are shown as the Planned Business category on the Lake Geneva Future Land Use Map. However there are several portions of the properties which are shown as Agricultural or Rural. Owners beyond the city limits have a right to request a change and the applicant is asking for the Agricultural & Rural sections to be changed to Planned Business so all Geneva Inn properties are shown as Planned Business category.

Richard Torhorst, attorney representing Geneva Waterfront Inc. & 7 Bigfoot Holdings, LLC, requesting Planned Business Land Use for the entire property. Torhorst handed out a map showing most of the property is in Planned Business except the south west corner being used as a parking lot, single family dwelling and a garage. Future plans consist of building a banquet wedding facility on the property east of the Geneva Inn which presently are 2 older residential structures which have been converted into apartments.

Commissioner Hill referenced the parcels which are out of the city limits. Planner Slavney said the city has the right to make plan recommendations 1 ½ miles from its city limits. There is an Extra Territorial Planning Area that is allowed by state law to go 1 ½ miles inside towns. We cannot plan inside the limits of another village or city. Attorney Draper explained if someone wants to change the zoning, the first step is to change the Comprehensive Plan.

C. White River Holdings LLC, 11 East Madison, Suite L-100, Chicago, IL 60602 for former Hillmoor Golf property on Tax Key Nos. ZYUP00001C, ZOP00001, ZYUP00131 and ZYUP00153.

Application proposes to change the current designation in the future land use map from Private Recreation Facilities to Planned MixedUse in the central portion of the Hillmoor property, from Private Recreation to Two Family Residential in south western part of property. The northern part of the property, flood plain, is to remain in Private Recreation Facilities, with a narrow strip along Highway 50 proposed to remain as a buffer along the corridor.

Paul Fitzpatrick, 314 North Sheffield, Chicago, IL, representing 11 East Partners, requesting to leave the northern portion as Private Recreation, requesting a change in the two southern portions of property from Private Recreation to Planed Mixed use and Two Family Residential.

Planner Slavney referenced the comment from the Geneva Lake Conservancy regarding the northern portion of the property: restoring the habitat, removing evasive species, adding stream buffers and stabilizing the steam banks, which Slavney thought were good ideas and asked if they would be open to these changes. Fitzpatrick said they would consider it.

D. Jeffrey & Beverly Leonard, 1504 Dodge Street, Lake Geneva, WI 53147 for 905 Main Street, Lake Geneva, WI for Tax Key No. ZOP00243A.

The current category for 905 Main Street is Neighborhood Mixed Use which is a business category designed for small scale buildings, often a home which has been converted for business uses. Their request is to change to the Central Business Land Use which allows downtown type buildings with a zero front yard or street yard setback and can be built right up to the sidewalk.

Jeffrey Leonard, request for a Central Business Land Use designation which would enable them to apply for a zoning change in the future if desired so they can continue to thrive and contribute to the community.

Planner Slavney stated the state requires an extra long public notice period for any amendment to the Comprehensive Plan. At the end of this month the City will set the Public Hearing for Mid October and all applications will be frozen on August 28th where no other modifications are allowed.

Adjournment. Esarco/Horne motion to adjourn at 8:30 pm. Motion carried 6 to 0.

/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: February 20, 2017

Agenda Item #6

Applicant:
Ida Tarczinski

Request:
727 Geneva Street
Downtown Design Review
Change to Signage

Description:
The applicant is submitting an application for Downtown Design Review to replace the sign face of an existing monument sign.

The property is subject to Downtown Design review. The City reviews all signs in the Downtown to confirm that they conform to the Downtown Design standards; particularly quantity, size, and color requirements. In the Plan Commission Packet, the applicant has provided the renditions of the previously existing sign from her past location prior to relocating at 727 Geneva Street.

The Monument sign is located at the northeast corner of Broad Street and Geneva Street, the multi business monument sign will allow for the installation as proposed per zoning code section 98-913.

Staff Recommendation:
The proposed sign does meet the requirements of the Downtown Design Overlay Zoning district. Staff's recommendation is the proposed sign be approved 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.:

727 Geneva St
Lake Geneva, WI 53147

Name & Address of Current Building Owner:

Mike Gonzolez
8449 W151 Street
Orland Park, IL 60462

Telephone Number of Current Building Owner: 312-296-0676

Name & Address of Applicant:

Ida Tarczinski
6323 2nd Avenue
Lake Geneva, WI 53147

Telephone Number of Applicant: 815-387-2009

Proposed Design Change:

Zoning District: _____

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

Description of Project:

Installing new sign on a monument sign location

Date: 8/15/17 Signature of Applicant: _____



24"x 21"x .5" PVC Panel with Brushed
Aluminum background, (Gray low sheen)
to be in Black. Border and lettering

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: September 18, 2017

Agenda Item #7

Applicant:

Kevin Sychowski
830 Clover Lane
Lake Geneva, WI 53147

Request:

830 Clover Lane, Lake Geneva, WI 53147
Proposed Conditional Use Permit to exceed
Accessory Structure limits of 1000 Sqft to build
at 1950 sq ft

Description: Additional Materials submitted per Plan Commission request from the August meeting

The applicant is submitting a Conditional Use Permit (CUP) request to allow for the construction of an accessory structure of 1,950 square feet. The current zoning code maximum allowance for a residential accessory structure is 1,000 square feet without the need to be granted a CUP as found in section 98-206(8)(c):

1. Permitted by Right {All Districts, if under 1,000 sq. ft.}
 - a. One (1) attached or detached garage.
 - b. A total of three (3) accessory structures
2. Conditional Use Regulations: a. In excess of 1,000 sq feet for the combination of all accessory structures and for more than three accessory structures requires the issuance of a Conditional Use Permit.

The property located at 830 Clover Lane is a fairly sizable lot of just over ½ acre which allows the room necessary for this request.

The property is abutted to the north by duplex rental units about where this proposed structure will be located provide approval is granted. The neighbor directly next door is a single family residence, and to the west approximately 400' through a very vegetative rear lot so this property will not be impacted.

The property is zoned Single Family – 4 (SR-4) and will meet all other setbacks and regulations for that zoning classification to include the maximum height allowed of 15' to the mean elevation for the roof.

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 Comments:

The property is a generously large residential property with ample room to allow for the installation, and no impacts to neighbors are anticipated.

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 on the Proposed Conditional Use Permit:

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 that the *following conditions* be attached:
 - a. The proposed accessory structure location be approved as submitted as identified on the survey.
 - b. The accessory structure when constructed does not exceed the allow building heights as permitted in the SR- 4 zoning code of 15 feet mean elevation height.

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

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

830 Clover St. Lake Geneva 53147

The east 1/2 of lot 11, except south 60 feet 2nd columbian division, in the
SE 1/4 of section 26, town 2 north, range 17 east

NAME AND ADDRESS OF CURRENT OWNER:

Kevin Sychowski

8355 W Foster Ave Natick IL 60706

TELEPHONE NUMBER OF CURRENT OWNER:

773 203 9458

NAME AND ADDRESS OF APPLICANT:

Kevin Sychowski

8355 W Foster Ave Natick IL 60706

TELEPHONE NUMBER OF APPLICANT:

773 203 9458

PROPOSED CONDITIONAL USE:

30' x 65' garage meeting all city requirements.

ZONING DISTRICT IN WHICH LAND IS LOCATED:

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

Herbi Lightner 312-848-1853 architect

Kevin Sychowski 773-203-9458 contractor

SHORT STATEMENT DESCRIBING ACTIVITIES TO BE CARRIED ON AT SITE:

remove old garage, dig new foundation and build

new garage

CONDITIONAL USE FEE PAYABLE UPON FILING APPLICATION: \$400.00 [\$100 FOR APPLICATIONS UNDER SEC. 98-407(3)] Paid 7/24/17

7-17-17

Kevin Sychowski

DATE

SIGNATURE OF APPLICANT

AGREEMENT FOR SERVICES

August CUP

REIMBURSABLE BY THE PETITIONER / APPLICANT. The City may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposal coming before the Plan Commission and/or Common Council. The submittal of a development proposal application or petition by a Petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal including any finance charges that may accrue. The City may apply the charges for these services to the Petitioner. The City may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until the Petitioner pays such fees. Review fees which are applied to a Petitioner and which are not paid, may be assigned by the City as a special assessment to the subject property. Petitioner hereby expressly waives any notice and hearing requirements provided in Wis. Stats. § 66.0701 or any additions or amendments to this section. Petitioner further authorizes the City Treasurer or City Clerk to levy and collect review fees and additional fees upon the affidavit of the City Administrator or the Zoning Administrator stating that such fees are reasonable and that payment is overdue. The Petitioner shall be required to provide the City with an executed copy of the following form as a prerequisite to the processing of the development application:

Kevin Sychowski, as applicant/petitioner for:

Name: Kevin Sychowski

Address: 830 Clover St

Lake Geneva 53147

Phone: 773 203 9458

Agrees that in addition to those normal costs payable by an applicant/petitioner (e.g., filing or permit fees, publication expenses, recording fees, etc.), that in the event the action applied or petitioned for requires the City of Lake Geneva, in the judgment of its staff, to obtain additional professional service(s), (e.g., engineering, surveying, planning, legal) than would be routinely available "in house" to enable the City to properly address, take appropriate action on, or determine the same, applicant/petitioner shall reimburse the City for the costs thereof.

Dated this 17 day of July, 2017.

Kevin Sychowski
Printed name of Applicant/Petitioner

Kevin Sychowski
Signature of Applicant/Petitioner

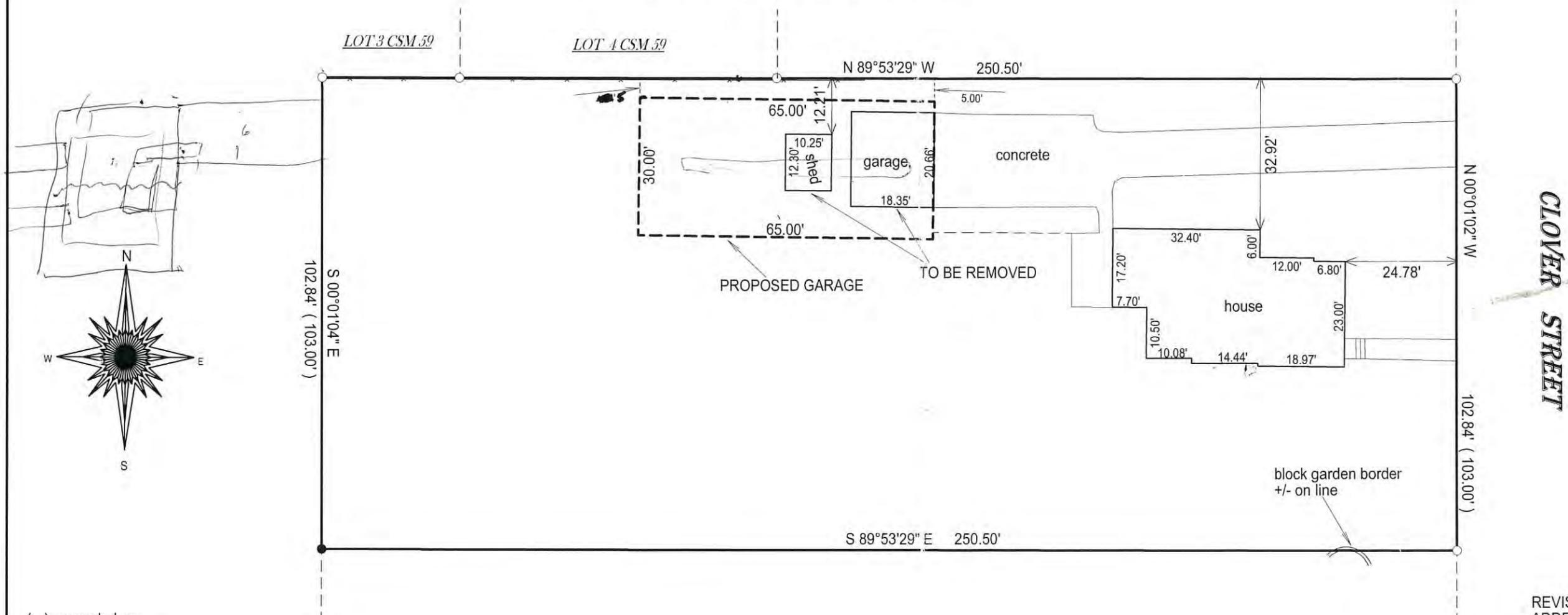
PREPARED FOR
 KEVIN R. SYCHOWSKI
 8355 W. FOSTER AVE
 NORRIDGE IL. 60706

PLAT OF SURVEY

- OF -

THE EAST 1/2 OF LOT 11, EXCEPT THE SOUTH 60.00 FEET, 2ND COLUMBIAN SUBDIVISION,
 LOCATED IN THE SE 1/4 OF SECTION 26, TOWN2 NORTH, RANGE 17 EAST, CITY OF LAKE
 GENEVA, COUNTY OF WALWORTH AND STATE OF WISCONSIN.

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

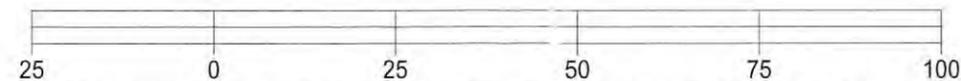


- () = recorded as
- = found iron bar
- = found iron pipe
- = set iron pipe
- = set iron bar

SCALE 1" = 25'

JOB # 16-54

TAX ID # ZCL200008



BASIS OF BEARING OF THIS PLAT: THE US STATE PLANE COORDINATE SYSTEM SOUTH ZONE, GRID NORTH. NAD 83.

"I hereby certify that I have surveyed the above described property and that the above map is a true representation of its exterior boundary and shows the size and location of all visible structures, apparent easements and 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 15TH DAY OF MARCH, 2016.

REVISED 3-14-2017
 ADDED PROPOSED GARAGE



Jeffrey L. Kimps
 JEFFREY L. KIMPS S - 2436
 Wisconsin Professional Land Surveyor
 (original if signed in red)

EXISTING VIEW 1



PROPOSED VIEW 1



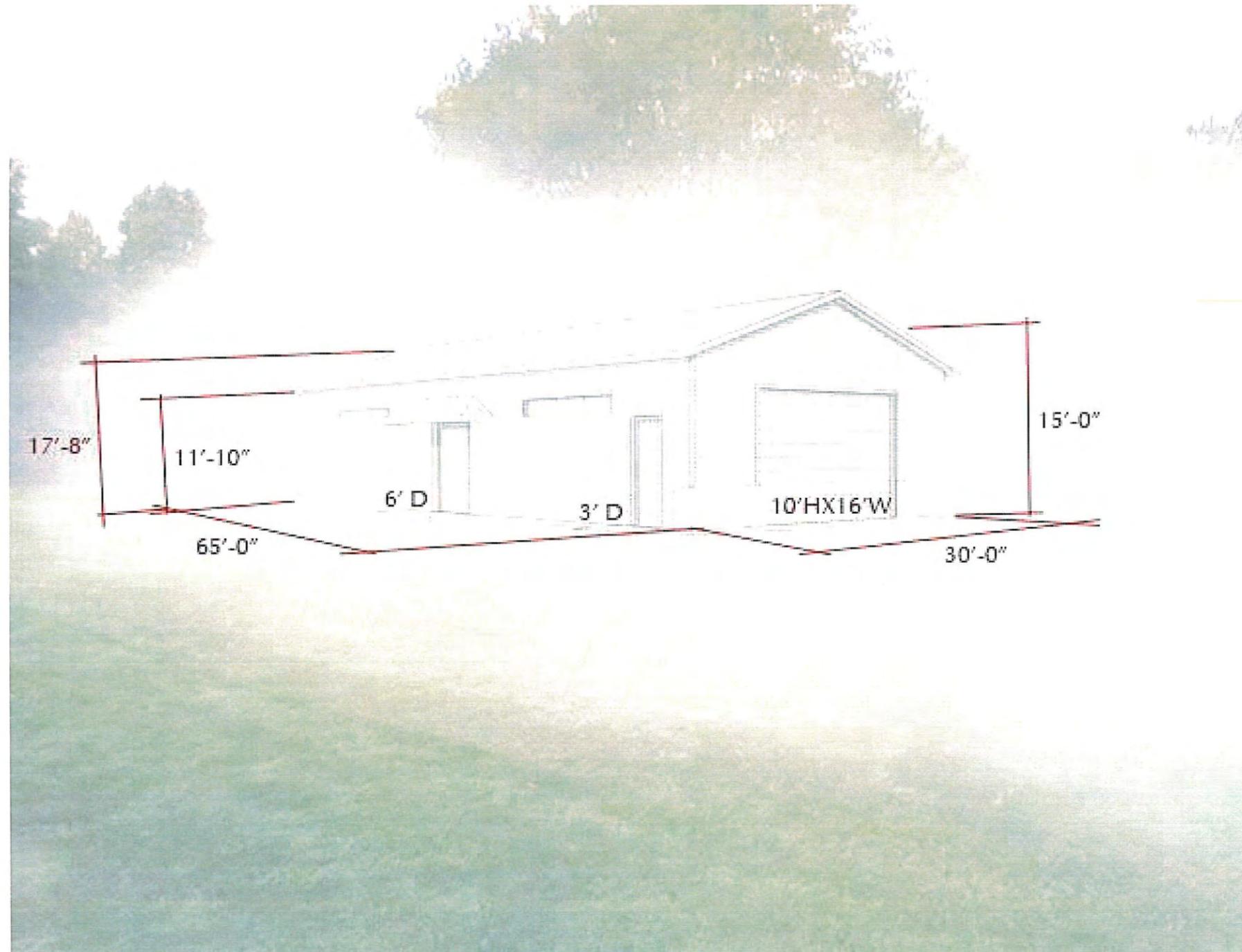
EXISTING VIEW 2



PROPOSED VIEW 2



GARAGE DIMENSIONS



STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: June 19, 2017

Agenda Item #8

Applicant:

Francis Beidler III & Elizabeth Tisdahl
53 W. Jackson Blvd. Suite 530
Chicago IL 60604

Request:

698 South Lake Shore Drive
Conditional Use Permit
SR-4 Setbacks in ER-1 Zoning District

Description:

The applicant is submitting a proposal for a Conditional Use Permit (CUP) for a new residence for the property located at 698 South Lake Shore Drive. The project would include the addition of an approximately 527 square foot sunroom structure attached to the recently renovated home. The applicants have carefully designed the proposed residence to maintain building setbacks, including the recent renovations to the home.

The proposed sunroom addition will compliment the structure and in most cases will not even be visible from the South Shore Drive roadway do the addition location.

Project Details from CUP Submittal

The proposed project submittal meets or exceeds all requirements of the Zoning Ordinance.

Proposed Site Plans :(Sheet A-1) (dated 08/1/2017 respectively)

The Site Plan demonstrates that the proposed home maintains all existing setback distances provided by the existing home. The proposed home provides the following setback measurements:

	<u>Required in SR-4</u>	<u>Existing Home</u>
Min Street Yard Setback	25 feet	28 feet to front of home
Min Rear Yard Setback	30 feet to home	43.33 feet to home

Report on the Conditional Use Permit for 698 South Shore Drive continues on the next page.

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 Comments:

The proposed conditional use includes all existing setbacks provided on all four sides of the proposed home. The proposed maximum height of the home, at about 24 feet, is more than ten feet lower than the permitted height of the zoning district.

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:
- a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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 on the proposed Conditional Use Permit:

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, noting that the proposal is a fully consistent with the setback requirements of the SR-4 zoning district, and results in the same setbacks on all four sides of the building over the current home.
3. Finally, staff recommends that *the following additional condition of approval* be attached to the approval:
 - a. That the location of all approved building setbacks be verified by an on-site inspection by the Building Administrator prior to pouring building foundation walls.

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

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

698 South Lake Shore Drive

NAME AND ADDRESS OF CURRENT OWNER:

Francis Beidler III

Elizabeth Tisdahl

TELEPHONE NUMBER OF CURRENT OWNER:

312.922.3792

NAME AND ADDRESS OF APPLICANT:

Francis Beidler III

53 W. Jackson Blvd. Suite 530 Chicago IL 60604

TELEPHONE NUMBER OF APPLICANT:

312.922.3792

PROPOSED CONDITIONAL USE:

SR4 Setbacks in EF1 District

SR4 Zoning in EF1 District

ZONING DISTRICT IN WHICH LAND IS LOCATED:

EF1

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

Frank J. Klepitsch

420 Sunrise Ave

Lake Bluff, IL 60044

SHORT STATEMENT DESCRIBING ACTIVITIES TO BE CARRIED ON AT SITE:

New Screen Porch

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

8/8/17

DATE

Francis Beidler III

SIGNATURE OF APPLICANT

AGREEMENT FOR SERVICES

REIMBURSABLE BY THE PETITIONER / APPLICANT. The City may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposal coming before the Plan Commission and/or Common Council. The submittal of a development proposal application or petition by a Petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal including any finance charges that may accrue. The City may apply the charges for these services to the Petitioner. The City may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until the Petitioner pays such fees. Review fees which are applied to a Petitioner and which are not paid, may be assigned by the City as a special assessment to the subject property. Petitioner hereby expressly waives any notice and hearing requirements provided in Wis. Stats. § 66.0701 or any additions or amendments to this section. Petitioner further authorizes the City Treasurer or City Clerk to levy and collect review fees and additional fees upon the affidavit of the City Administrator or the Zoning Administrator stating that such fees are reasonable and that payment is overdue. The Petitioner shall be required to provide the City with an executed copy of the following form as a prerequisite to the processing of the development application:

Francis Beidler III, as applicant/petitioner for:

Name: Francis Beidler III and Elizabeth Tisdahl

Address: 53 W. Jackson Blvd. Suite 530
Chicago IL 60604

Phone: 312. 922. 3992

Agrees that in addition to those normal costs payable by an applicant/petitioner (e.g., filing or permit fees, publication expenses, recording fees, etc.), that in the event the action applied or petitioned for requires the City of Lake Geneva, in the judgment of its staff, to obtain additional professional service(s), (e.g., engineering, surveying, planning, legal) than would be routinely available "in house" to enable the City to properly address, take appropriate action on, or determine the same, applicant/petitioner shall reimburse the City for the costs thereof.

Dated this 8th day of August, 2017.

Francis Beidler III
Printed name of Applicant/Petitioner

Francis Beidler III
Signature of Applicant/Petitioner



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

Initial Packet (5 Copies to Zoning Administrator)

Date: _____ by: _____

↓ *Draft Final Packet (1 Copy to Zoning Administrator)*

Date: _____ by: _____

↓

___ (a)A 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?

Small lot size (70 x 200) more appropriate
for SR-4 zoning
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?

Small lot in estate residential district,
directly across the street from SR 4 district
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 impact. Restores architecture of old gate
house and coach house for 698 South Lake
Shore Drive.
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?

Reminiscent of historic architecture and land
use established over 100 years ago.

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?

Yes - utilities and house are already in place;
using existing service

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

N/A

IV.FINAL APPLICATION PACKET INFORMATION

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



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

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

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

___ Pre-submittal staff meeting scheduled:

Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

Follow-up pre-submittal staff meetings scheduled for:

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Application form filed with Zoning Administrator: Date: _____ by: _____

___ Application fee of \$ _____ received by Zoning Administrator: Date: _____ by: _____

___ Reimbursement of professional consultant costs agreement executed: Date: _____ by: _____

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

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

Initial Packet (5 Copies to Zoning Administrator)

Date: _____ by: _____

↓
Draft Final Packet (1 Copy to Zoning Administrator)

Date: _____ by: _____

↓

___ (a) **A written description of the intended use describing in reasonable detail the:**

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

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

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

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

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

- ___ Floor Area;
- ___ Floor Area Ratio (b/a);
- ___ Impervious Surface Area;
- ___ Impervious Surface Ratio (d/a);
- ___ Building Height.

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

- ___ Scale same as main plan (> or equal to 1" equals 100')
- ___ Map reduction at 11" x 17"
- ___ Showing the location of all required bufferyard and landscaping areas
- ___ Showing existing and proposed Landscape Point fencing
- ___ Showing berm options for meeting said requirements
- ___ Demonstrating complete compliance with the requirements of Article VI
- ___ Providing individual plant locations and species, fencing types and heights, and berm heights;

___ ___ (e) **A Grading and Erosion Control Plan:**

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

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

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

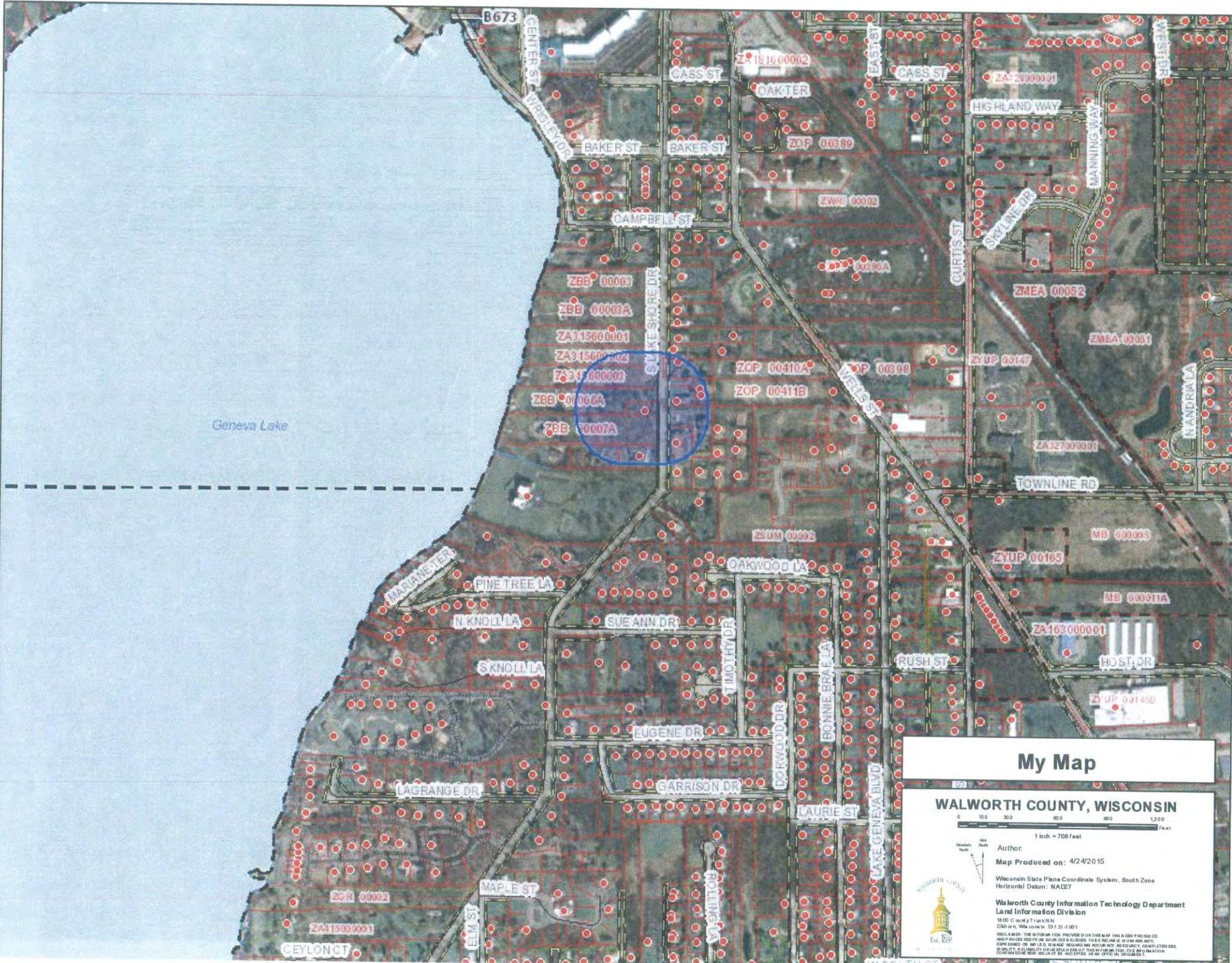
NOTE: Initiation of Land Use or Development Activity: Absolutely no land use or development activity, including site clearing, grubbing, or grading shall occur on the subject property prior to the approval of the required site plan. Any such activity prior to such approval shall be a violation of law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

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

III.FINAL APPLICATION PACKET INFORMATION

___ Receipt of 5 full scale copies in blue-line or blackline of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

___ Receipt of 25 reduced (8.5" by 11" text and 11" x 17" graphics) copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____



Geneva Lake

My Map

WALWORTH COUNTY, WISCONSIN

1 inch = 708 feet

Author:
Map Produced on: 4/24/2015

Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD27

Walworth County Information Technology Department
Land Information Division
1500 County Trunk Hwy
Elkhart, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PROVIDED AND PUBLISHED BY OR FOR SOME OTHER SOURCE. THE USER RELIES ON THE DATA AND ANY OPINION BASED ON THE DATA IS MADE REGARDING THE ACCURACY, ADEQUACY, COMPLETENESS, QUALITY, OR LIABILITY OF THE DATA OR THE INFORMATION THEREON. THE INFORMATION CONTAINED HEREIN SHALL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.



My Map

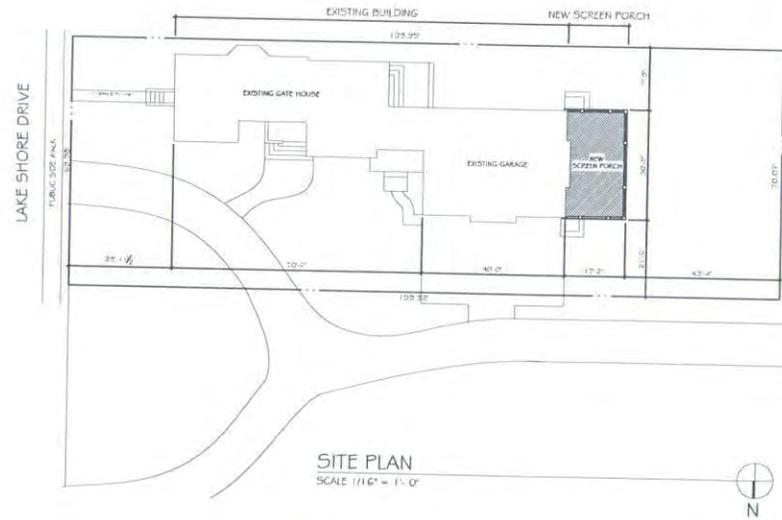
WALWORTH COUNTY, WISCONSIN

0 15 30 60 90 120 Feet
1 inch = 79 feet

Author: _____
 Map Produced on: 4/24/2015
 Wisconsin State Plane Coordinate System, South Zone
 Horizontal Datum: NAD83

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

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PROVIDED AS A SERVICE TO THE PUBLIC AND IS NOT GUARANTEED. THE USER ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS INFORMATION. THE INFORMATION CONTAINED HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.



SITE PLAN
SCALE 1/16" = 1'-0"

GENERAL NOTES

- THE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF THE ARCHITECTURAL DESIGN AND CONCEPT. THESE DRAWINGS DO NOT NECESSARILY DESCRIBE ALL WORK REQUIRED FOR THE FULL COMPLETION OF THE PROJECT. ALL SUBCONTRACTORS SHALL FURNISH ALL THOSE ITEMS AND LABOR REQUIRED FOR THE FULL COMPLETION OF THE PROJECT IN FIRST CLASS WORKMANSHIP MANNER.
 - THE SUB-CONTRACTS SHALL BE RESPONSIBLE FOR ALL ASPECTS OF CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION TO THEIR WORK INCLUDING QUALITY AND INSTALLATION. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR SUB-CONTRACTORS WORK, AND FOR THE SUB-CONTRACTORS FAILURE TO COMPLETE SUCH WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND IN A PROFESSIONAL AND WORKMANLIKE MANNER.
 - EACH SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF RELATED INCOMING UTILITIES.
 - VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE COMMENCING ANY WORK. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS HOLD PREFERENCE OVER SCALE DIMENSIONS.
 - EACH SUB-CONTRACTOR SHALL:
 - IN NO WAY DAMAGE OR WEAKEN THE STRUCTURAL STRENGTH OF THE BUILDING.
 - REMAIN RESPONSIBLE FOR COMPLIANCE WITH THE PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT, LATEST EDITION.
 - GUARANTEE ALL WORK FOR ONE YEAR AFTER SUBSTANTIAL COMPLETION OF ALL WORK.
 - MAINTAIN THROUGHOUT THE CONSTRUCTION PERIOD, A CERTIFICATE OF INSURANCE FOR ALL LIABILITIES, WITH A HOLD HARMLESS CLAUSE NAMING OWNER AND ARCHITECT AS ADDITIONAL INSURED'S.
 - THE SUB-CONTRACTORS, IN USING THESE DOCUMENTS SHALL INDEMNIFY AND HOLD HARMLESS, THE OWNER AND ARCHITECT FROM ANY AND ALL LIABILITY CLAIMS AND COSTS AS A RESULT OF WORK PERFORMED UNDER THIS PROJECT.
- EXCAVATION**
- PROVIDE ALL EXCAVATION, FILLING, GRADING AS SHOWN ON THE DRAWINGS AND AS REQUIRED FOR NEW FOUNDATION WORK. BEFORE PROCEEDING WITH WORK, CONTRACTOR SHALL HAVE ALL EXISTING UNDERGROUND UTILITIES MARKED IN ORDER THAT THEY BE AVOIDED DURING EXCAVATION.
 - EXCAVATION SHALL CONFORM TO THE PLAN DIMENSIONS AND ELEVATIONS, CONTRACTOR SHALL EXERCISE SPECIAL CAUTION WHEN PERFORMING EXCAVATION TO AVOID DISTURBING THOSE SOILS ON WHICH THE FOUNDATIONS ARE TO BEAR. SOILS ON WHICH FOUNDATION ARE TO BEAR SHALL BE UNDISTURBED AND HAVE A BEARING CAPACITY OF 3000 PSF.
 - SUITABLE GRANULAR FILL MATERIAL SHALL BE USED IN BRINGING FILLS TO THE LINES AND GRADES INDICATED. TOPSOIL SHALL BE STOCK PILED ON SITE FOR FUTURE USE. GRANULAR FILL SHALL BE PIT-RUN GRAVEL OR CURBED STONE (3/4, CA7) COMPACTED TO 95% MAXIMUM DRY DENSITY IN ALL AREAS INDICATED ON DRAWINGS.
 - THE EXCAVATOR SHALL PROTECT FOUNDATION WALLS AGAINST LATERAL DISPLACEMENT DURING BACK FILL OPERATIONS.
- MASONRY**
- MASONRY CONTRACTOR SHALL TUCK POINT ALL MASONRY FOUNDATION (STONE & BRICK) TO MATCH EXISTING MORTAR JOINTS.
 - PROVIDE STONE VENEER TO MATCH EXISTING STONE FOUNDATIONS AS SHOWN ON PLANS.
 - INSTALL NEW SHRINK GROUT ON TOP OF EXISTING STONE FOUNDATION WALLS TO REMAIN. INSTALL GROUT TO A SMOOTH LEVEL SURFACE FOR SOLE PLATE FRAMING.

CONCRETE

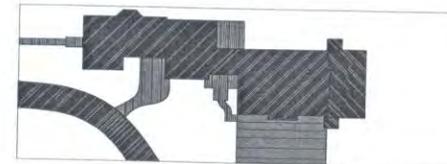
- PROVIDE CAST-IN PLACE CONCRETE WORK AND INSTALLATION AND THE INSTALLATION ANCHOR BOLTS AND ALL EMBEDDED STEEL AND RETALATED ITEMS AS SHOWN ON DRAWINGS AND HEREIN SPECIFIED IN ACCORDANCE WITH INDUSTRY STANDARDS.
- ALL FOOTINGS SHALL REST ON UNDISTURBED SOIL WITH BEARING CAPACITY OF 3000 PSF.
- ALL REINFORCED CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF BUILDING CODES REQUIREMENTS FOR REINFORCED CONCRETE AS PUBLISHED BY THE AMERICAN CONCRETE INSTITUTE (A.C.I. STANDARD 318-81)
- ALL CONCRETE TO HAVE A MINIMUM ULTIMATE STRENGTH OF 3000 PSI AT THE END OF 28 DAYS, UNLESS OTHERWISE SPECIFIED.
- REINFORCING STEEL SHALL CONFORM TO ASTM A615 SPECIFICATIONS FOR DEFORMED BILLET STEEL. CONCRETE REINFORCING, GRADE 60. REINFORCING STEEL SHALL BE FREE OF ALL RUST AND FOREIGN MATTER, SHALL BE STORED ABOVE GROUND ON BLOCKS, AND SHALL THOROUGHLY BE PROTECTED FROM THE ELEMENTS.
- PROVIDE 2-#5 TOP AND BOTTOM CONTINUOUS BARS IN FOUNDATION WALL UNLESS OTHERWISE NOTED. LAP BARS 1'-6" AT SPLICES AND PROVIDE 30" LONG CORNER BARS. WHERE NO REINFORCEMENT IS INDICATED, PROVIDE 2-#4 AROUND OPENINGS IN WALLS AND SLABS LAPPED 20" BEYOND CORNERS.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185. WELDED WIRE FABRIC SHALL BE PLACED 2" FROM THE TOP SURFACE IN ALL CONCRETE SLABS, SIZE 6X6-10-10 WWM. PROVIDE SUITABLE ACCESSORIES TO HOLD MESH IN PLACE.
- CONCRETE COVER SHALL BE 1" TOP AND 1" BOTTOM FOR SLABS AND 1-1/2" FOR WALLS; 3" FOR FOOTINGS.
- NO CALCIUM CHLORIDE SHALL BE USED IN ANY CONCRETE OR MORTAR.
- CONCRETE CONTRACTOR SHALL PROVIDE AND INSTALL: ALL PERIMETER DRAIN TILE, SUMP PIT BASEMENT WINDOWS AND FRAMES, WINDOW WELLS AND GRATES.

CARPENTRY AND FRAMING

- ROUGH CARPENTRY SHALL INCLUDE: WOOD FRAMING, WOOD GROUNDS, NAILERS AND BLOCKING, WOOD FURRING, SHEATHING AND SUB FLOORING AND ALL EXTERIOR TRIM.
- BRIDGING: SOLID LUMBER
BLOCKING: SOLID LUMBER
DOORS AND WINDOWS: KOLBE AND KOLBE (OR EQUAL)
PARTITIONS: 2X4 SPF STUD GRADE
FIRE STOPPING
"MICRO-LAM" TJI CORPORATION SIZE AS SHOWN 2.0 E
- COORDINATION: COORDINATE ALL FRAMING WITH ELECTRICAL, PLUMBING AND HVAC OPENINGS, AVOID JOISTS IN CENTER OF ROOMS.

PLUMBING

THE SCOPE OF THE DRAWING AND SPECIFICATIONS SHOW ONLY THE GENERAL LOCATIONS AND TYPE OF PLUMBING FIXTURES. ITEMS THAT ARE NOT PART OF THE DRAWINGS AND SPECIFICATIONS BUT ARE SIZED, DESIGNED, DETAILED, AND PROVIDED BY THE PLUMBING CONTRACTOR OR AS CONTRACTED BY THE OWNER INCLUDE BUT ARE NOT LIMITED TO: PLUMBING WATER SUPPLY PIPING; HOT WATER HEATER; SEWAGE PIPING AND EJECTOR PIT & SUMP; SUMP PUMP; AND RELATED PLUMBING DISTRIBUTION SYSTEMS INCLUDING FINAL HOOKUP OF ALL PLUMBING FIXTURES. ALL PLUMBING SYSTEMS SHALL BE INSTALLED AS RECOMMENDED BY MANUFACTURER AND REQUIRED BY OR FOR PROPER OPERATION IN ACCORDANCE WITH LOCAL CODES.



LOT AREA	13,991
EXISTING HOUSE	2802
DRIVES/WALKS	734
DRIVE WAY GARAGE	845
CURVED DRIVE WAY	811
EXISTING NEW SCREEN PORCH	5199
	581
TOTAL	5780

GRACELINE ARCHITECTURE
FRANK J. KLEPITSCH, A.I.A.
ARCHITECTURE DESIGN-BUILD INTERIOR DESIGN
31 WEST JACKSON, SUITE 530 CHICAGO, ILLINOIS 60604
PHONE: 847.668.8822 EMAIL: FJ@FKSOCIOLAL.NET

SCREEN PORCH ADDITION
BEIDLER TISDAHL RESIDENCE
698 SOUTH LAKE SHORE DRIVE
LAKE GENEVA, WI

STAMP:

DATE: SCALE: APPROVED: APPROVED:

TITLE: SITE PLAN

SHEET NUMBER: A.01

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: September 18, 2017

Agenda Item: 9a

Applicant:

McMurr I LLC
351 W Hubbard Suite 610
Chicago IL 60654

Request:

Subdivision Plat – Plat of Condominium

Description:

Subdivision Plat – Plat of Condominium - site plan review

The applicant is looking to generate a Subdivision Plat which would identify the property independently from the original subdivision to construct 6 condominium buildings on the tax parcel ZPRW 00054A.

The proposal was submitted with the understanding the original development several years before was not completed as agreed upon due to economic reasons. Therefore the deadlines have expired from the original developer’s agreements, and to continue with the continuance of construction for the development the applicants have submitted the request before you as a new Subdivision Plat – Plat of Condominium.

- a. The new subdivision plat identifies a reduction in units per acre within the narrative of the second amendment to the Precise Implementation Plan (PIP) which will be the following agenda item after this Subdivision Plat review.

Action by the Plan Commission:

The Plan Commission, in its consideration of the submitted complete application, shall take into account the basic intent of the Zoning Ordinance to ensure attractive, efficient, and appropriate development of land in the community, and to ensure particularly that every reasonable step has been taken to avoid depreciating effects on surrounding property and the natural environment. Beyond protection of the public health, safety and welfare, this shall enable the Plan Commission to consider factors related to community aesthetics, urban design, and architectural consistency within the community. The Plan Commission, in reviewing the application may require such additional measures and/or modifications to any or all elements of the site plan as described in the application submittal required per Section, as it deems necessary to accomplish this objective.

Staff Review Comments:

With the continuance of the proposed development and with the reduction of units per acre staff’s recommendation would be to move forward on the development of the Subdivision Plat – Plat of Condominium - site plan review

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

If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be for all of the following:

1. All standards of the Zoning Ordinance and other applicable City, State and Federal regulations are met;
2. The public health and safety is not endangered;
3. Adequate public facilities and utilities are provided;
4. Adequate control of storm water and erosion are provided and the disruption of existing topography, drainage patterns, and vegetative cover is maintained insofar as is practical;
5. Appropriate traffic control and parking are provided;
6. Appropriate landscaping and open space areas are provided;
7. The appearance of structures maintains a consistency of design, materials, colors, and arrangement with nearby properties of similar use, which comply with the general architectural guidelines provided in subsections i. through v., below:
 - a. Exterior construction materials shall be consistent with Section 98-718;
 - b. Exterior building design or appearance shall not be of such unorthodox or abnormal character in relation to its surroundings as to be unsightly or offensive to generally accepted taste and community standards;
 - c. Exterior building design or appearance shall not be so identical with nearby buildings so as to create excessive monotony or drabness. A minimum of five basic home styles shall be provided in each residential subdivision;
 - d. Exterior building design or appearance shall not be constructed or faced with an exterior material which is aesthetically incompatible with other nearby buildings or which presents an unattractive appearance to the public and from surrounding properties; and
 - e. Exterior building, sign, and lighting design or appearance shall not be sited on the property in a manner which would unnecessarily destroy or substantially damage the natural beauty of the area.

Staff Recommendation on the proposed Subdivision Plat:

1. Staff recommends that the Plan Commission recommends *approval* of the Subdivision Plat as submitted.
2. Staff recommends the *affirmative set of findings* provided above, noting that the proposal is consistent with the Comprehensive Plan's Future Land Use Map which allows for mixed use development; proposes no changes to existing development intensity and bulk characteristics; and will be complementary to surrounding land uses.

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 I, 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:

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

TELEPHONE NUMBER OF SURVEYOR: (262) 723-2098

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

McMurr I , LLC, files a Declaration and Plat of Condominium for Prairie Townhome Condominium.

SUBMITTAL CHECKLIST

_____ 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.

_____ 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.

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

_____ 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 I, LLC, an Illinois limited liability company



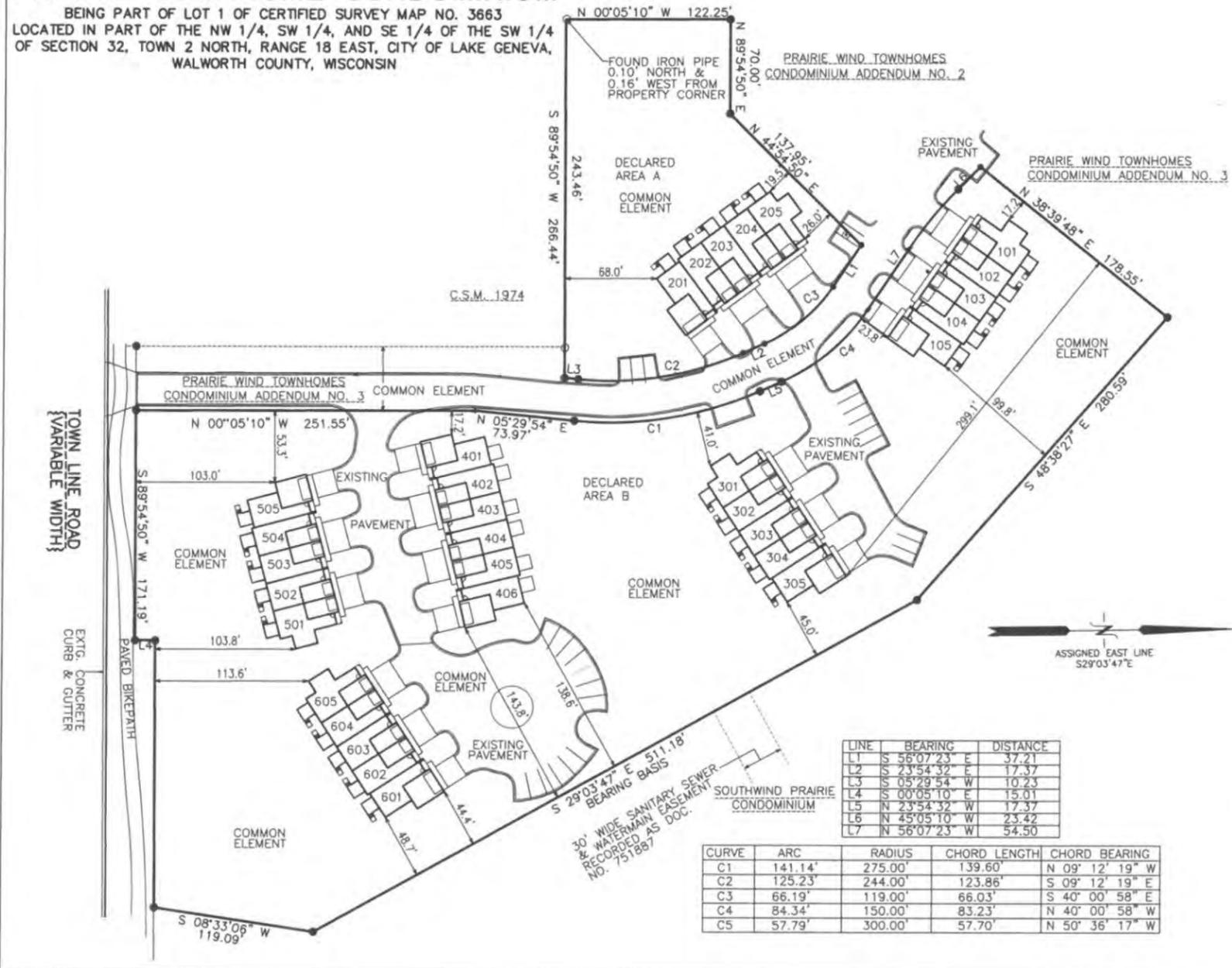
July 8, 2017

DATE

SIGNATURE OF APPLICANT

PRAIRIE TOWNHOME CONDOMINIUM

BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663
 LOCATED IN PART OF THE NW 1/4, SW 1/4, AND SE 1/4 OF THE SW 1/4
 OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA,
 WALWORTH COUNTY, WISCONSIN



- LEGEND**
- = FOUND IRON PIPE STAKE
 - = FOUND IRON REBAR STAKE
 - {XXX} = RECORDED AS
 - CE = COMMON ELEMENT

COMMON ELEMENTS = ALL THE CONDOMINIUM EXCEPT THE UNITS.

SOME IMPROVEMENTS SHOWN WITHIN THE DECLARED AREA REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS MAP.

ALL BALCONIES AND PATIOS, DECKS, AND ALL STEPS AND PORCHES PLACED AT THE ENTRANCES TO ANY UNIT SHALL BE A PART OF THE COMMON ELEMENT AS A LIMITED COMMON ELEMENT AND NOT PART OF ANY INDIVIDUAL UNIT. HOWEVER, EACH RESPECTIVE UNIT OWNER SHALL BE ENTITLED TO THE EXCLUSIVE USE AND POSSESSION OF ANY SUCH BALCONY, PATIO, DECK, AND SUCH STEPS AND PORCH. DIRECT ACCESS TO WHICH IS PROVIDED FROM THE RESPECTIVE UNIT AND LOCATED OUTSIDE OF AND ADJOINING EACH RESPECTIVE UNIT.

SEE SHEET 2 FOR LEGAL DESCRIPTIONS AND CERTIFICATIONS

LINE	BEARING	DISTANCE
L1	S 56°07'23" E	37.21
L2	S 23°54'32" E	17.37
L3	S 05°29'54" W	10.23
L4	S 00°05'10" E	15.01
L5	N 23°54'32" W	17.37
L6	N 45°05'10" W	23.42
L7	N 56°07'23" W	54.50

CURVE	ARC	RADIUS	CHORD LENGTH	CHORD BEARING
C1	141.14'	275.00'	139.60'	N 09° 12' 19" W
C2	125.23'	244.00'	123.86'	S 09° 12' 19" E
C3	66.19'	119.00'	66.03'	S 40° 00' 58" E
C4	84.34'	150.00'	83.23'	N 40° 00' 58" W
C5	57.79'	300.00'	57.70'	N 50° 36' 17" W



X:\PROJECTS\6269_2017\ACAD\6269_2017 Condo.dwg

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. 6269_2017 | DATE: 05/02/2017 | SHEET 1 OF 6

PRAIRIE TOWNHOME CONDOMINIUM

BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663
LOCATED IN PART OF THE NW 1/4, SW 1/4, AND SE 1/4 OF THE SW 1/4
OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA,
WALWORTH COUNTY, WISCONSIN

LEGAL DESCRIPTION DECLARED AREA PARCEL A

LANDS LOCATED IN PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663, RECORDED IN VOLUME 22 ON PAGE 10 AS DOCUMENT NO. 593854; LOCATED IN PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1 OF C.S.M. 3663 AT THE NORTHERLY RIGHT-OF-WAY OF TOWN LINE ROAD; THENCE S 89DEG 54MIN 50SEC W, 198.99 FEET ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE TO AN IRON PIPE STAKE; THENCE CONTINUE, S 00DEG 05MIN 10SEC E, 15.01 FEET; THENCE CONTINUE, S 89DEG 54MIN 50SEC W, 218.94 FEET TO THE EAST LINE OF CERTIFIED SURVEY MAP NO. 1974 (C.S.M. 1974); THENCE ALONG SAID EAST LINE, N 00DEG 05MIN 10SEC W, 318.00 FEET TO THE NORTHEAST CORNER OF SAID C.S.M. 1974 AND THE POINT OF BEGINNING; THENCE S 89DEG 54MIN 50 SEC W, 243.35 FEET TO THE NORTHWEST CORNER OF SAID C.S.M. 1974; THENCE N 00DEG 05MIN 10SEC W, 122.25 FEET; THENCE N 89DEG 54MIN 50SEC E, 70.00 FEET; THENCE N 44DEG 54MIN 50SEC E, 137.95 FEET; THENCE S 56DEG 07MIN 23SEC E, 37.21 FEET; THENCE 66.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 119.00 FEET AND A CHORD WHICH BEARS S 40DEG 00MIN 58SEC E, 66.03 FEET; THENCE S 23DEG 54MIN 32SEC E, 17.37 FEET; THENCE 125.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 244.00 FEET AND A CHORD WHICH BEARS S 09DEG 12MIN 19SEC E, 123.86 FEET; THENCE S 05DEG 29MIN 54SEC W, 10.23 FEET; THENCE S 89DEG 54MIN 50SEC W, 23.09 FEET TO THE POINT OF BEGINNING. CONTAINING 42,313 SQUARE FEET (0.97 ACRES) OF LAND, MORE OR LESS.

LEGAL DESCRIPTION DECLARED AREA PARCEL B

LANDS LOCATED IN PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663, RECORDED IN VOLUME 22 ON PAGE 10 AS DOCUMENT NO. 593854; LOCATED IN PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1 OF C.S.M. 3663 AT THE NORTHERLY RIGHT-OF-WAY OF TOWN LINE ROAD; THENCE S 89DEG 54MIN 50SEC W, 198.99 FEET ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE TO AN IRON PIPE STAKE; THENCE CONTINUE, S 00DEG 05MIN 10SEC E, 15.01 FEET; THENCE CONTINUE, S 89DEG 54MIN 50SEC W, 171.20 FEET; THENCE N 00DEG 05MIN 10SEC W, 251.55 FEET; THENCE N 05DEG 29MIN 54SEC E, 73.97 FEET; THENCE 141.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CHORD WHICH BEARS N 09DEG 12MIN 19SEC W, 139.60 FEET; THENCE N 23DEG 54MIN 32SEC W, 17.37 FEET; THENCE 84.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CHORD WHICH BEARS N 40SEC 00MIN 58SEC W, 83.23 FEET; THENCE N 56DEG 07MIN 23SEC W, 54.50 FEET; THENCE 57.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET AND A CHORD WHICH BEARS N 50DEG 36MIN 17SEC W, 57.70 FEET; THENCE N 45DEG 05MIN 10SEC W, 23.42 FEET; THENCE N 38DEG 39MIN 48SEC E, 178.55 FEET TO THE NORTHEASTERLY LINE OF SAID C.S.M. 3663; THENCE ALONG SAID NORTHEASTERLY LINE, S 48DEG 38MIN 27SEC E, 280.59 FEET; THENCE CONTINUE, S 29DEG 03MIN 47SEC E, 511.18 FEET; THENCE CONTINUE, S 08DEG 33MIN 06SEC W, 119.09 FEET TO THE POINT OF BEGINNING. CONTAINING 203,083 SQUARE FEET (4.66 ACRES) OF LAND, MORE OR LESS.

"I, PETER S. GORDON, A WISCONSIN PROFESSIONAL LAND SURVEYOR, S-2101, 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: _____

PETER S. GORDON P.L.S. 2101

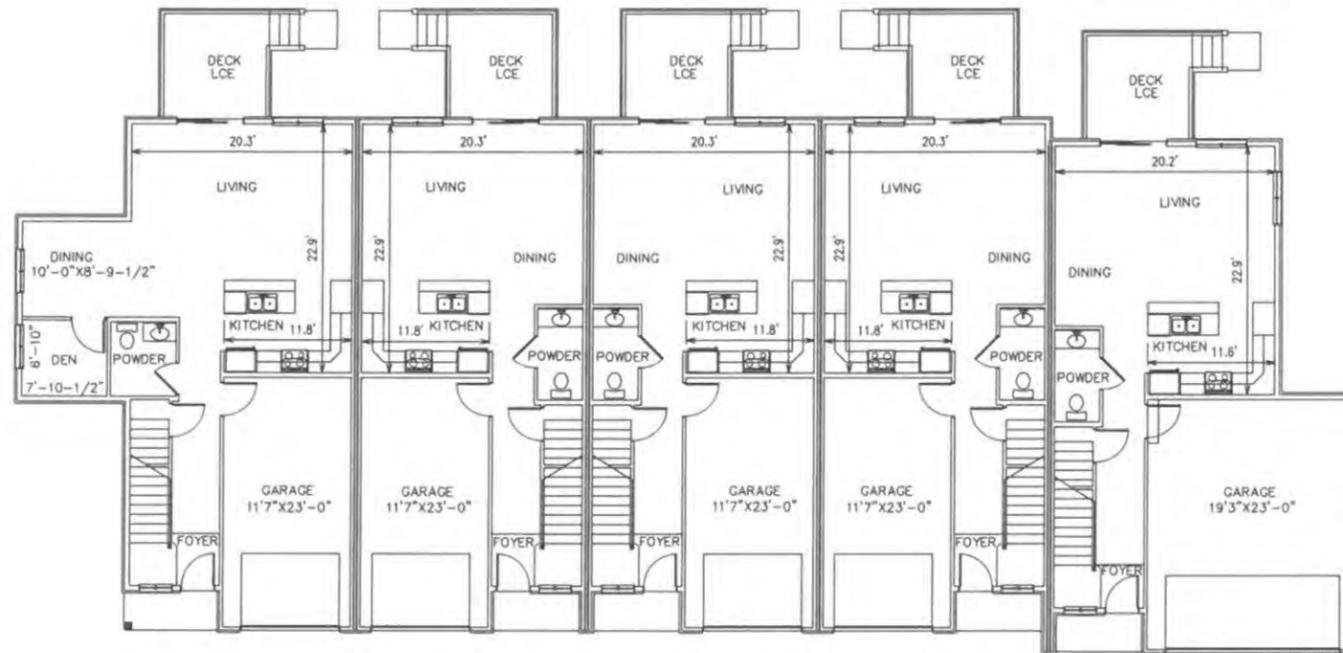
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886

PROJ. 6269_2017 | DATE: 05/02/2017 | SHEET 2 OF 6

PRAIRIE TOWNHOME CONDOMINIUM

BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663
 LOCATED IN PART OF THE NW 1/4, SW 1/4, AND SE 1/4 OF THE SW 1/4
 OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA,
 WALWORTH COUNTY, WISCONSIN

5 UNIT BUILDING - FIRST FLOOR PLAN



UNIT 101 UNIT 501 UNIT 205 - MIRROR UNIT 305 - MIRROR UNIT 605 - MIRROR	UNIT 102 UNIT 502 UNIT 204 - MIRROR UNIT 304 - MIRROR UNIT 604 - MIRROR	UNIT 103 UNIT 503 UNIT 203 - MIRROR UNIT 303 - MIRROR UNIT 603 - MIRROR	UNIT 104 UNIT 504 UNIT 202 - MIRROR UNIT 302 - MIRROR UNIT 602 - MIRROR	UNIT 105 UNIT 505 UNIT 201 - MIRROR UNIT 301 - MIRROR UNIT 601 - MIRROR
---	---	---	---	---

FIRST FLOOR AREA=849 ft²
 SECOND FLOOR AREA=1063 ft²
 TOTAL LIVING AREA=1,912 ft²
 GARAGE AREA=283 ft²
 TOTAL UNIT AREA=2,195 ft²

FIRST FLOOR AREA=673 ft²
 SECOND FLOOR AREA=781 ft²
 TOTAL LIVING AREA=1,454 ft²
 GARAGE AREA=283 ft²
 TOTAL UNIT AREA=1,737 ft²

FIRST FLOOR AREA=673 ft²
 SECOND FLOOR AREA=781 ft²
 TOTAL LIVING AREA=1,454 ft²
 GARAGE AREA=283 ft²
 TOTAL UNIT AREA=1,737 ft²

FIRST FLOOR AREA=673 ft²
 SECOND FLOOR AREA=781 ft²
 TOTAL LIVING AREA=1,454 ft²
 GARAGE AREA=283 ft²
 TOTAL UNIT AREA=1,737 ft²

FIRST FLOOR AREA=673 ft²
 SECOND FLOOR AREA=821 ft²
 TOTAL LIVING AREA=1,494 ft²
 GARAGE AREA=475 ft²
 TOTAL UNIT AREA=1,969 ft²

NOTE: THESE FLOOR PLANS HAVE BEEN PREPARED USING INFORMATION SHOWN ON THE ARCHITECTURAL PLANS FOR THIS BUILDING AND DO NOT REPRESENT MEASUREMENTS OF THE BUILDING IN PLACE. ANY PHYSICAL BOUNDARIES OF ANY UNIT OR COMMON ELEMENTS CONSTRUCTED OR RECONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE PRESUMED TO BE ITS BOUNDARIES, REGARDLESS OF THE SHIFTING, SETTLEMENT, OR LATERAL MOVEMENT OF ANY BUILDING AND REGARDLESS OF MINOR VARIATIONS BETWEEN THE PHYSICAL BOUNDARIES AS DESCRIBED IN THE DECLARATION OR SHOWN ON THE CONDOMINIUM PLAT AND THE ACTUAL PHYSICAL BOUNDARIES OF ANY SUCH UNIT OF COMMON ELEMENT AS FINALLY CONSTRUCTED.

LCE = LIMITED COMMON ELEMENT

DIAGRAMATIC FLOOR PLANS
 SCALE: 1" = 10'

FARRIS, HANSEN & ASSOCIATES, INC.

ENGINEERING - ARCHITECTURE - SURVEYING

7 RIDGWAY COURT, PO BOX 437

ELKHORN, WISCONSIN 53121

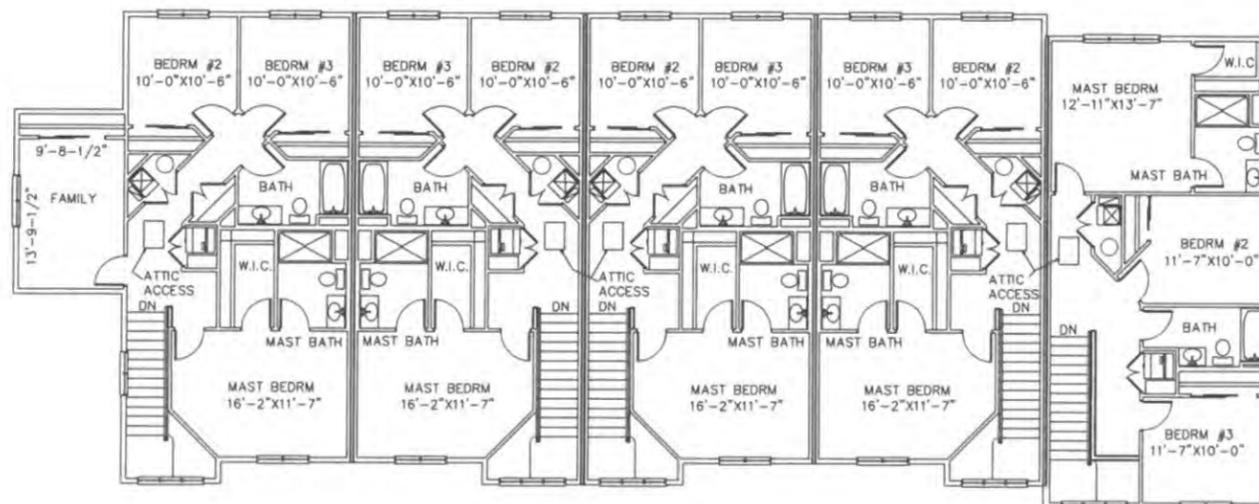
PHONE: (262) 723-2098

FAX: (262) 723-5886

PROJ. 6269_2017 | DATE: 05/02/2017 | SHEET 3 OF 6

PRAIRIE TOWNHOME CONDOMINIUM

BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663
 LOCATED IN PART OF THE NW 1/4, SW 1/4, AND SE 1/4 OF THE SW 1/4
 OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA,
 WALWORTH COUNTY, WISCONSIN



UNIT 101	UNIT 102	UNIT 103	UNIT 104	UNIT 105
UNIT 501	UNIT 502	UNIT 503	UNIT 504	UNIT 505
UNIT 205 - MIRROR	UNIT 204 - MIRROR	UNIT 203 - MIRROR	UNIT 202 - MIRROR	UNIT 201 - MIRROR
UNIT 305 - MIRROR	UNIT 304 - MIRROR	UNIT 303 - MIRROR	UNIT 302 - MIRROR	UNIT 301 - MIRROR
UNIT 605 - MIRROR	UNIT 604 - MIRROR	UNIT 603 - MIRROR	UNIT 602 - MIRROR	UNIT 601 - MIRROR

5 UNIT BUILDING - SECOND FLOOR PLAN

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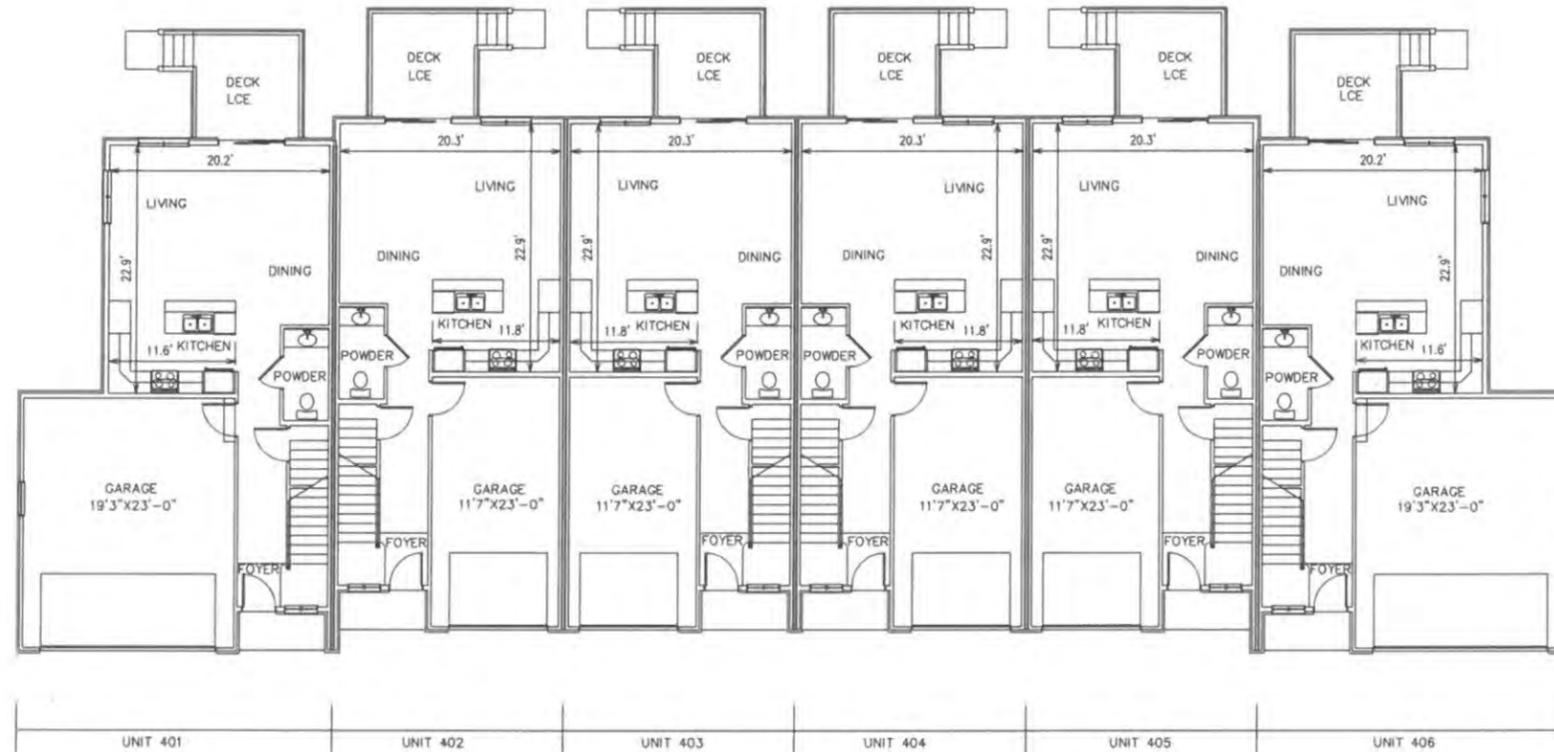
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PROJ. 6269_2017 | DATE: 05/02/2017 | SHEET 4 OF 6

PRAIRIE TOWNHOME CONDOMINIUM

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 WALWORTH COUNTY, WISCONSIN

6 UNIT BUILDING - FIRST FLOOR PLAN



UNIT 401
 FIRST FLOOR AREA=673 ft²
 SECOND FLOOR AREA=821 ft²
 TOTAL LIVING AREA=1,494 ft²
 GARAGE AREA=475 ft²
 TOTAL UNIT AREA=1,969 ft²

UNIT 402
 FIRST FLOOR AREA=673 ft²
 SECOND FLOOR AREA=781 ft²
 TOTAL LIVING AREA=1,454 ft²
 GARAGE AREA=283 ft²
 TOTAL UNIT AREA=1,737 ft²

UNIT 403
 FIRST FLOOR AREA=673 ft²
 SECOND FLOOR AREA=781 ft²
 TOTAL LIVING AREA=1,454 ft²
 GARAGE AREA=283 ft²
 TOTAL UNIT AREA=1,737 ft²

UNIT 404
 FIRST FLOOR AREA=673 ft²
 SECOND FLOOR AREA=781 ft²
 TOTAL LIVING AREA=1,454 ft²
 GARAGE AREA=283 ft²
 TOTAL UNIT AREA=1,737 ft²

UNIT 405
 FIRST FLOOR AREA=673 ft²
 SECOND FLOOR AREA=781 ft²
 TOTAL LIVING AREA=1,454 ft²
 GARAGE AREA=283 ft²
 TOTAL UNIT AREA=1,737 ft²

UNIT 406
 FIRST FLOOR AREA=673 ft²
 SECOND FLOOR AREA=821 ft²
 TOTAL LIVING AREA=1,494 ft²
 GARAGE AREA=475 ft²
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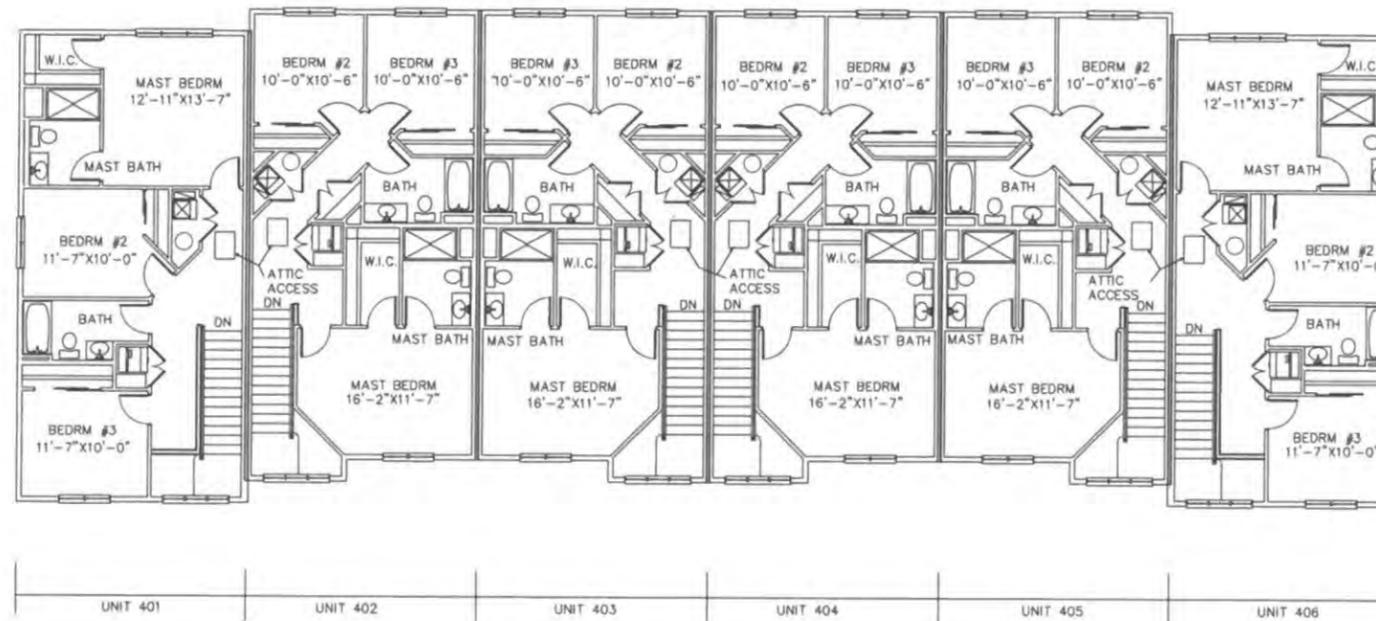
DIAGRAMATIC FLOOR PLANS
 SCALE: 1" = 10'

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 ELKHORN, WISCONSIN 53121
 PHONE: (262) 723-2098
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PROJ. 6269_2017 | DATE: 05/02/2017 | SHEET 5 OF 6

PRAIRIE TOWNHOME CONDOMINIUM

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 OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA,
 WALWORTH COUNTY, WISCONSIN



6 UNIT BUILDING - SECOND FLOOR PLAN

NOTE: THESE FLOOR PLANS HAVE BEEN PREPARED USING INFORMATION SHOWN ON THE ARCHITECTURAL PLANS FOR THIS BUILDING AND DO NOT REPRESENT MEASUREMENTS OF THE BUILDING IN PLACE. ANY PHYSICAL BOUNDARIES OF ANY UNIT OR COMMON ELEMENTS CONSTRUCTED OR RECONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE PRESUMED TO BE ITS BOUNDARIES, REGARDLESS OF THE SHIFTING, SETTLEMENT, OR LATERAL MOVEMENT OF ANY BUILDING AND REGARDLESS OF MINOR VARIATIONS BETWEEN THE PHYSICAL BOUNDARIES AS DESCRIBED IN THE DECLARATION OR SHOWN ON THE CONDOMINIUM PLAT AND THE ACTUAL PHYSICAL BOUNDARIES OF ANY SUCH UNIT OF COMMON ELEMENT AS FINALLY CONSTRUCTED.

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 SCALE: 1" = 10'

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 PROJ. 6269_2017 | DATE: 05/02/2017 | SHEET 6 OF 6

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STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: September 18, 2017

Agenda Item #9b

Applicant:

McMurr I LLC.
351 W. Hubbard Suite 610
Chicago IL 60654

Request:

Amendment to a Precise Implementation Plan
(PIP)
tax parcel ZPRW 00054A
Prairie Townhomes Condominiums

Description:

The applicant is submitting a Precise Implementation Plan (PIP) to amend an existing Planned Development for a Condominium development located at tax parcel ZPRW 00054A which is in the vicinity of Southwind Drive and Townline Rd.

This development was originally started when economic development prevented the full construction of the original development. Therefore, the application to amend the PIP has been submitted by the applicant.

- a. A Subdivision Plat – Plat of Condominium was before the Plan Commission as item 9a. to allow for the division of tax parcel ZPRW 00054A and the continuance to complete development of the buildings.

The surrounding area is zoned Planned Development (PD). The site is planned for Planned *Neighborhood* in the Comprehensive Plan.

No changes are proposed to the site plan or building exterior other than the reduction in units per acre.

Because this site is zoned as a Planned Development, a change of land use or land division involves review and approval of a Precise Implementation Plan (PIP) amendment.

The PIP focuses primarily on the detailed physical characteristics of the site such as the precise locations of all development, landscaping, parking, and building materials. It also allows for flexibilities from the zoning ordinance relating to site plan components. This report focuses on these issues.

Relation to Base Zoning Standards:

All Planned Developments must explicitly identify any flexibilities being requested from base zoning standards in the most comparable regular zoning district. In this instance, the Planned Development (PD) zoning district, a prevalent zoning district in the surrounding area, provides that comparison zoning district. As no changes are proposed to the site that would change the existing site plan, no flexibilities are requested.

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 Planned Development / Precise Implementation Plan step, 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 PIPs; and,
- Provide specific suggested *requirements* to modify the project as submitted.

Staff Review Comments:

Staff believes that this is a suitable request for an amendment to the land use due to the surrounding commercial land uses and zoning. The site is planned for *Planned Neighborhood* in the Comprehensive Plan.

The applicant is reminded that future changes to the site plan or on-site operational characteristics will likely require an amendment to the approved GPD and/or PIP. Staff recommends approving the request to amend the PIP.

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 for all of the following:
1. In general, the proposed 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 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 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 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 PIP is 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.
 6. The potential public benefits of the proposed 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.

Staff Recommendation on the proposed Precise Implementation Plan:

1. Staff recommends that the Plan Commission recommends *approval* of the PIP as submitted.
2. Staff recommends the *affirmative set of findings* provided above, noting that the proposal is consistent with the Comprehensive Plan's Future Land Use Map which proposes that the only change is the reduction of units per acre to existing development intensity and bulk characteristics; and will be complementary to surrounding land uses.

PRAIRIE TOWNHOME CONDOMINIUM

SECOND AMENDMENT TO PRECISE IMPLEMENTATION PLAN (PIP)

**Applicant: McMurr I, LLC,
an Illinois limited liability company**

July 31, 2017

APPLICATION FOR PRECISE IMPLEMENTATION PLAN AMENDMENT

City of Lake Geneva

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

Portion of Prairie Wind Townhome Condominium development, Townline Road. See attached Exhibit B incorporated herein for legal description.

Name and Address of Current Owner:

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

Telephone No. of Current Owner including area code: 312-527-3600 x 1

Name and Address of Applicant:

Same as Owner

Telephone No. of Applicant including area code: _____

Proposed Use:

See Project Narrative attached as Exhibit A hereto and incorporated herein.

Zoning District in which land is located: PD , Planned Development, Precise Implementation Plan

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

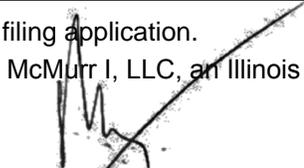
Warren Hansen, FARRIS, HANSEN & ASSOCIATES, INC., 7 West Ridgway, Elkhorn, WI 53121
262-723-2098

Short statement describing activities to take place on site:

See Exhibit A, Project Narrative.

PIP Amendment fee \$400.00, payable upon filing application.

McMurr I, LLC, an Illinois limited liability company



Signature of Applicant

APPLICATION SUBMITTAL REQUIREMENTS
PD STEP 4: PRECISE IMPLEMENTATION PLAN (PIP)

Prior to submitting the 25 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. After the effective date of the rezoning to PD/GDP, the Applicant may file an application for the proposed PIP with the Plan Commission. This submittal packet shall contain the following items, prior to its acceptance by the Zoning Administrator and placing the item on the Plan Commission agenda for PIP review.

See Group Exhibit C

(1) **A location map** of the subject property and its vicinity at 11" x 17", as depicted on a copy of the City of Lake Geneva Land Use Plan Map;

See Group Exhibit D

(2) **A map of the subject property** for which the PD is proposed:

_____ Showing all lands within 300 feet of the boundaries of the subject property;

_____ Referenced to a list of the names and addresses of the owners of all lands on said map as the same 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 clearly reproducible with a photocopier;

_____ Map size of 11" by 17" and map scale not less than one inch equals 800 feet;

_____ All lot dimensions of the subject property provided;

_____ Graphic scale and north arrow provided.

See Exhibit A, Narrative

(3) **A general written description** of proposed PIP including:

_____ Specific project themes and images;

_____ The specific mix of dwelling unit types and/or land uses;

_____ Specific residential densities and non-residential intensities as described by dwelling units per acre, floor area ratio and impervious surface area ratio;

_____ The specific treatment of natural features;

_____ The specific relationship to nearby properties and public streets.

_____ A Statement of Rationale as to why PD zoning is proposed identifying perceived barriers in the form of requirements of standard zoning districts and opportunities for community betterment through the proposed PD zoning.

_____ A complete list of zoning standards which will not be met by the proposed PIP and the location(s) in which they apply and a complete list of zoning standards which will be more than met by the proposed PIP and the location(s) in which they apply shall be identified. Essentially, the purpose of this listing shall

be to provide the Plan Commission with information necessary to determine the relative merits of the project in regard to private benefit versus public benefit, and in regard to the mitigation of potential adverse impacts created by design flexibility.

See Exhibit A,
Narrative, and
Group Exhibit C

- _____ (4) **A Precise Implementation Plan Drawing** at a minimum scale of 1"=100' (and reduced to 11" x 17") of the proposed project showing at least the following information in sufficient detail: *(See following page)*
 - _____ A PIP site plan conforming to all requirements of Section 98-908(3). If the proposed PD is a group development (per Section 98-208) also provide a proposed preliminary plat or conceptual plat;
 - _____ Location of recreational and open space areas and facilities specifically describing those that are to be reserved or dedicated for public acquisition and use;
 - _____ Statistical data on minimum lot sizes in the development, the precise areas of all development lots and pads, density/intensity of various parts of the development, floor area ratio, impervious surface area ratio and landscape surface area ratio of various land uses, expected staging, and any other plans required by the Plan Commission or City Council; and
 - _____ Notations relating the written information (3), above to specific areas on the GDP Drawing.

- _____ (5) **A landscaping plan for subject property**, specifying the location, species, and installed size of all trees and shrubs. Include a chart which provides a cumulative total for each species, type and required location (foundation, yard, street, paved area or bufferyard) of all trees and shrubs.

- _____ (6) **A series of building elevations** for the entire exterior of all buildings in the PD, including detailed notes as to the materials and colors proposed.

- _____ (7) **A general signage plan** including all project identification signs, concepts for public fixtures and signs (such as street light fixtures and/or poles or street sign faces and/or poles), and group development signage themes which are proposed to vary from City standards or common practices.

- _____ (8) **A general outline of the intended organizational structure** for a property owners association, if any; deed restrictions and provisions for private provision of common services, if any.

- _____ (9) **A written description** which demonstrates the full consistency of the proposed PIP with the approved GDP.

- _____ (10) **A written description** of any and all variations between the requirements of the applicable PD/GDP zoning district and the proposed PIP development; and,

**PRAIRIE TOWNHOME CONDOMINIUM
EXHIBIT A
PIP SECOND AMENDMENT - NARRATIVE**

The property described in the attached Exhibit B incorporated herein (“Prairie Townhomes”) and the adjoining Prairie Wind Townhomes Condominium development (collectively, “Prairie Wind”) are zoned by the City of Lake Geneva (“City”) as PD, Planned Development Zoning District, as amended, to permit the development of a condominium/townhome community of up to sixteen (16) residential structures, each structure composed of five (5) condominium/townhome units (“Five Unit Building”) or six (6) condominium/townhome units (“Six Unit Building”), with each unit containing up to four (4) bedrooms, two (2) baths, and an attached garage. To date, one (1) Five Unit Building and nine (9) Six Unit Buildings, containing a total of fifty-nine (59) condominium/townhome units, have been constructed in Prairie Wind Townhomes Condominium. Up to thirty-six (36) additional condominium/townhome units, in a mix of five (5) Five Unit Buildings or Six Unit Buildings, are permitted under the General Development Plan (“GDP”) and the Precise Implementation Plan (“PIP”) for Prairie Wind.

The owner of the partially-developed Prairie Townhomes, McMurr I, LLC, an Illinois limited liability company (“McMurr I”), with the approval of the City, has amended the PIP, on April 28, 2014, extending the PIP through April 30, 2019, under the First Amendment to the PIP (“First Amendment”).

All of the public improvements sufficient to serve up to ninety-five (95) condominium/townhome units in Prairie Wind, i.e., the sanitary sewer mains and the municipal water mains, have been constructed and installed, and the City has accepted them for public dedication. Additionally, the private storm water management facilities and the private streets of Prairie Wind, i.e., Park Place, Prairie Lane, and a street connecting them, have all been designed, sized, and over one-half (½) have been installed to accommodate up to ninety-five (95) condominium/townhome units. Further, under the First Amendment, Prairie Lane has been approved for extension to intersect with Town Line Road, initially as a construction road, and then as a finished, permanent private road (“Prairie Lane Extension”).

McMurr I is the Successor Declarant to the Declarant of the condominium/townhomes of Prairie Wind. However, the ten (10) year period during which condominium/townhome units could be added to the Prairie Wind Townhomes Condominium as expansion units under the Wisconsin Condominium Ownership Act has expired. Consequently, concurrently herewith, McMurr I is filing with the City an Application for Land Division for approval of a Declaration and Plat of Condominium for Prairie Townhome Condominium on Prairie Townhomes, to add up to thirty-one (31) condominium/townhome units, in five (5) Five Unit Buildings and one (1) Six Unit Building, resulting in up to ninety (90) condominium/townhome units in Prairie Wind.

McMurr I proposes the following architectural amendments under this Second Amendment to PIP (“Second Amendment”) for the five (5) Five Unit Buildings and one (1) Six Unit Building that may be constructed in Prairie Townhomes:

1. The Five Unit Buildings and the Six Unit Building may be constructed on concrete slabs, without basements.
2. The condominium units of the Five Unit Buildings and the Six Unit Building shall each be equipped with a fire sprinkler system and constructed with standard two (2) hour firewalls between the attached condominium units.
3. The side of a unit’s rear deck to the side of the adjacent unit’s rear deck for the Five Unit Buildings and the Six Unit Building shall be not less than twelve (12) feet, with a minimum side yard of six (6) feet.

McMurr I proposes the following flexibilities under this Second Amendment, in response to changes requested by the City:

1. The City has requested the public dedication of a strip of land 15 feet wide to the north boundary of the public right-of-way for Townline Road. McMurr I will dedicate land 15 feet by 171.20 feet immediately to the east of the right-of-way for the Prairie Lane Extension (“Dedication Parcel”) immediately before the recording of the Prairie Townhome Condominium declaration and plat of condominium (minus the Dedication Parcel). The dedication instrument will be substantially in the form of the attached Right-of-Way Dedication incorporated herein as Exhibit C, subject to the approval of the City.

The public dedication of the right-of-way for the Prairie Lane Extension is a problem, however. In 2014, when adding a Five-Unit Building to Prairie Wind, McMurr I made all of the right-of-way for the Prairie Lane Extension to its intersection with Townline Road part of the common elements of Prairie Wind Townhomes Condominium, including the south 15 feet of Prairie Lane, a strip of land 15 feet by 47.74 feet (“Strip”).

To publicly dedicate the Strip to the City would necessitate the removal of the Strip from the common elements of Prairie Wind Townhomes Condominium under § 703.28 of the Wisconsin Condominium Ownership Act, requiring the written consent of all of the Prairie Wind Townhomes Condominium unit owners and all of their mortgage lenders, an extremely difficult task. Further, there is no need to remove and dedicate the Strip, because any easement to use the Strip not already granted to the City could be granted by the board of directors of Prairie Wind Townhomes Condominium Association, Inc.

2. The south wall of Future Building # 3 on the plans submitted herewith is approximately 153.5 feet from the right-of-way for Prairie Lane. Under some interpretations of the state fire code, if such distance exceeds 150 feet, a 90 foot-diameter cul-de-sac must be built at the end of the private driveway and parking area serving Future Building # 3. There is not sufficient land in Prairie Townhomes next to Future Building # 3 to fit such a cul-de-sac.

McMurr I requests flexibility to keep Future Building # 3 in its planned location. The locations of the Five Unit Buildings and the Six Unit Buildings have been set and approved by the City by the original PIP. In reliance on such locations, the building pads for these buildings have been improved with municipal water and sanitary sewer laterals and other utility services, with the approval of the City. While the Five Unit Buildings and the Six Unit Buildings have been redesigned, their footprints have not been changed. Their footprints still match those of the buildings originally approved under the PIP, primarily to use the building pads as and where they have been constructed. To move Future Building # 3 from the building pad location originally approved by the City a distance of about 3.5 feet would entail considerable additional construction expense, while resulting in no significant improvement in the City's fire fighting abilities at Prairie Townhomes.

3. The City has suggested that the fire hydrant constructed between Future Building #s 4 and 6, near the center of the cul-de-sac for the private driveway and parking area serving such buildings, be moved to the edge of the cul-de-sac.

McMurr I requests flexibility to leave the fire hydrant in its location, because it has been designed, located, approved and constructed in its location by the City's prior Engineer, Crispell-Snyder, Inc. McMurr I's engineer states that to move the hydrant would cost in excess of Ten Thousand and 00/100 Dollars (\$10,000.00), with little benefit, and perhaps detriment, moving it from its central location between Future Building #s 4 and 6. McMurr I proposes to install protective structures around the fire hydrant, to protect it from snow plows and trucks using the cul-de-sac.

The Prairie Townhome Condominium Site, Grading, Drainage and Erosion Control Plan, North, South, East and West Building Elevations, First and Second Floor Plans, Foundation Plan, Door/Window Schedules – Wall Types – Building Section, and Building Sections are attached as Group Exhibit D and incorporated herein.

In Section 5.05 of the Declaration of Condominium for Prairie Wind Townhomes Condominium and in each amendment thereto, McMurr or its predecessors in title have reserved easements of access and use over the private roads, public and private utilities, and the other infrastructure of Prairie Wind Townhomes Condominium. McMurr proposes a cross-easement agreement between Prairie Wind Townhomes Condominium Association, Inc., and the condominium association of Prairie Townhome Condominium, to share the cost of maintaining, repairing and replacing the private roads, including, without limitation, the Prairie Lane Extension, the public and private utilities, and the other infrastructure of Prairie Wind used by all.

Overall density of Prairie Wind will be reduced from approximately 5.85 dwelling units per acre to not less than approximately 5.48 dwelling units per acre. A reduction of six (6) condominium/townhome units will not materially affect the viability of the Prairie Wind community.

A map of Prairie Wind, showing all lands within three hundred (300) feet, and a list of the names and addresses of the owners of all lands on said map, indicating the current

zoning of Prairie Wind and its environs, and the jurisdiction, is attached as Group Exhibit E and incorporated herein.

Except as modified by the First Amendment and this Second Amendment, the PIP remains unchanged. The landscaping, signage, lighting, organizational structure, the colors of the residential buildings, the consistency of the PIP with the GDP, as amended by the First Amendment and this Second Amendment, are not materially changed.

Because virtually all of the public infrastructure improvements for Prairie Wind are installed, no proof of financing capability is needed. McMurr I will provide proof of financing capability, in the form of a letter of credit or other surety, for the construction of any additional public or private infrastructure improvements.

McMurr I believes that this amendment to the PIP will render Prairie Wind a more viable and improved in-fill development for the City.

T:\M\McMurr, LLC\Prairie Wind\2017 PIP and plat\off copy\pip amndt-7.docx

**PRAIRIE TOWNHOME CONDOMINIUM
EXHIBIT B
LEGAL DESCRIPTION**

DECLARED AREA PARCEL A

LANDS LOCATED IN PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663, RECORDED IN VOLUME 22 ON PAGE 10 AS DOCUMENT NO. 593854; LOCATED IN PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1 OF C.S.M. 3663 AT THE NORTHERLY RIGHT-OF-WAY OF TOWN LINE ROAD; THENCE S 89DEG 54MIN 50SEC W, 198.99 FEET ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE TO AN IRON PIPE STAKE; THENCE CONTINUE, S 00DEG 05MIN 10SEC E, 15.01 FEET; THENCE CONTINUE, S 89DEG 54MIN 50SEC W, 218.94 FEET TO THE EAST LINE OF CERTIFIED SURVEY MAP NO. 1974 (C.S.M. 1974); THENCE ALONG SAID EAST LINE, N 00DEG 05MIN 10SEC W, 318.00 FEET TO THE NORTHEAST CORNER OF SAID C.S.M. 1974 AND THE POINT OF BEGINNING; THENCE S 89DEG 54MIN 50 SEC W, 243.35 FEET TO THE NORTHWEST CORNER OF SAID C.S.M. 1974; THENCE N 00DEG 05MIN 10SEC W, 122.25 FEET; THENCE N 89DEG 54MIN 50SEC E, 70.00 FEET; THENCE N 44DEG 54MIN 50SEC E, 137.95 FEET; THENCE S 56DEG 07MIN 23SEC E, 37.21 FEET; THENCE 66.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 119.00 FEET AND A CHORD WHICH BEARS S 40DEG 00MIN 58SEC E, 66.03 FEET; THENCE S 23DEG 54MIN 32SEC E, 17.37 FEET; THENCE 125.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 244.00 FEET AND A CHORD WHICH BEARS S 09DEG 12MIN 19SEC E, 123.86 FEET; THENCE S 05DEG 29MIN 54SEC W, 10.23 FEET; THENCE S 89DEG 54MIN 50SEC W, 23.09 FEET TO THE POINT OF BEGINNING. CONTAINING 42,313 SQUARE FEET (0.97 ACRES) OF LAND, MORE OR LESS.

DECLARED AREA PARCEL B

LANDS LOCATED IN PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663, RECORDED IN VOLUME 22 ON PAGE 10 AS DOCUMENT NO. 593854; LOCATED IN PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1 OF C.S.M. 3663 AT THE NORTHERLY RIGHT-OF-WAY OF TOWN LINE ROAD; THENCE S 89DEG 54MIN 50SEC W, 198.99 FEET ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE TO AN IRON PIPE STAKE; THENCE CONTINUE, S 00DEG 05MIN 10SEC E, 15.01 FEET; THENCE CONTINUE, S 89DEG 54MIN 50SEC W, 171.20 FEET; THENCE N 00DEG 05MIN 10SEC

W, 251.55 FEET; THENCE N 05DEG 29MIN 54SEC E, 73.97 FEET; THENCE 141.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CHORD WHICH BEARS N 09DEG 12MIN 19SEC W, 139.60 FEET; THENCE N 23DEG 54MIN 32SEC W, 17.37 FEET; THENCE 84.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CHORD WHICH BEARS N 40SEC 00MIN 58SEC W, 83.23 FEET; THENCE N 56DEG 07MIN 23SEC W, 54.50 FEET; THENCE 57.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET AND A CHORD WHICH BEARS N 50DEG 36MIN 17SEC W, 57.70 FEET; THENCE N 45DEG 05MIN 10SEC W, 23.42 FEET; THENCE N 38DEG 39MIN 48SEC E, 178.55 FEET TO THE NORTHEASTERLY LINE OF SAID C.S.M. 3663; THENCE ALONG SAID NORTHEASTERLY LINE, S 48DEG 38MIN 27SEC E, 280.59 FEET; THENCE CONTINUE, S 29DEG 03MIN 47SEC E, 511.18 FEET; THENCE CONTINUE, S 08DEG 33MIN 06SEC W, 119.09 FEET TO THE POINT OF BEGINNING. CONTAINING 203,083 SQUARE FEET (4.66 ACRES) OF LAND, MORE OR LESS.

Tax Key No. ZPRW 00054A

AND

Right of access across roadways and the right to connect to and/or use the sanitary and storm water sewer systems, street lighting system, domestic water system, fire protection system and other necessary systems as contained in Paragraph 5.05(g) of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Prairie Wind Townhomes Condominium recorded on October 28, 2004 as Document No. 621208, and amended by First Amendment to Condominium Declaration recorded on October 20, 2005, as Document No. 657327, and amended by Second Amendment to Condominium Declaration recorded on August 14, 2006, as Document No. 685123, and amended by Third Amendment to Condominium Declaration of Prairie Wind Townhomes Condominium recorded June 24, 2013 as Document No. 865669, and amended by Fourth Amendment to Condominium Declaration of Prairie Wind Townhomes Condominium recorded on June 25, 2014 as Document No. 887093.

(End of legal description.)

Address: Prairie Lane, Lake Geneva, WI

**PRAIRIE TOWNHOME CONDOMINIUM
EXHIBIT C
RIGHT-OF-WAY DEDICATION**

See attached.

RIGHT-OF-WAY DEDICATION

Document Number

Document Name

THIS RIGHT-OF-WAY DEDICATION (“Dedication”) is made this ____ day of _____, 2017, by McMurr I, LLC, an Illinois limited liability company, as Grantor (“McMurr I”), to the City of Lake Geneva, Walworth County, State of Wisconsin, as Grantee (“City”).

RECITALS

WHEREAS, McMurr I is the fee simple owner of certain real property, approximately fifteen (15) feet wide and one hundred seventy-one and 20/100 (171.20) feet in length, adjacent and contiguous to a portion of the north boundary of the public right-of-way of Town Line Road, which portion is a City road, as depicted and more particularly described in the attached Exhibit A incorporated herein (“Property”); and

WHEREAS, McMurr I and the City desire that the Property be dedicated to the City for public right-of-way use;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants, and restrictions are hereby made:

1. **Incorporation of Preamble and Recitals.** The preamble and recitals above are incorporated herein.
2. **Dedication.** McMurr I hereby grants, warrants, transfers, convey, and dedicates the Property to the City for public right-of-way purposes, free and clear of all liens and encumbrances.
3. **City Acceptance.** The City, by its execution of this Dedication, hereby accepts such conveyance and dedication of the Property.
4. **Additional Documents.** The parties shall execute such other documents as may be necessary to evidence the dedication of the Property.

Recording Area

Name and Return Address

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

Part of ZPRW 00054A
Parcel Identification Number (PIN)

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

CITY:

CITY OF LAKE GENEVA, a
Wisconsin municipal corporation

By: _____
Alan Kupsik, Mayor

Attest: _____
Sabrina Waswo, City Clerk

APPROVAL OF COMMON COUNCIL

This Dedication was approved by the Common Council of the City of Lake Geneva by Resolution dated the ____ day of _____, 2017.

McMURR I, 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 _____, 2017, the above-named Murray S. Peretz, the Manager of McMurr I, 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: _____

This instrument was drafted by:

James P. Howe, Esq.
GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.
354 Seymour Court
Elkhorn, Wisconsin 53121
Telephone: (262) 723-3220
Facsimile: (262) 723-5121
Email: jhowe@godfreyllaw.com

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by _____ to the undersigned recorded in the Office of the Register of Deeds for _____ County, Wisconsin, on _____, as Document No. _____, in Volume _____ of Records, on Page _____, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this _____ day of _____, 200__.

MORTGAGEE:

By: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 200__, the above-named _____, the _____ of _____, a Wisconsin _____, who acknowledged the foregoing document for the purposes recited therein on behalf of said _____.

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

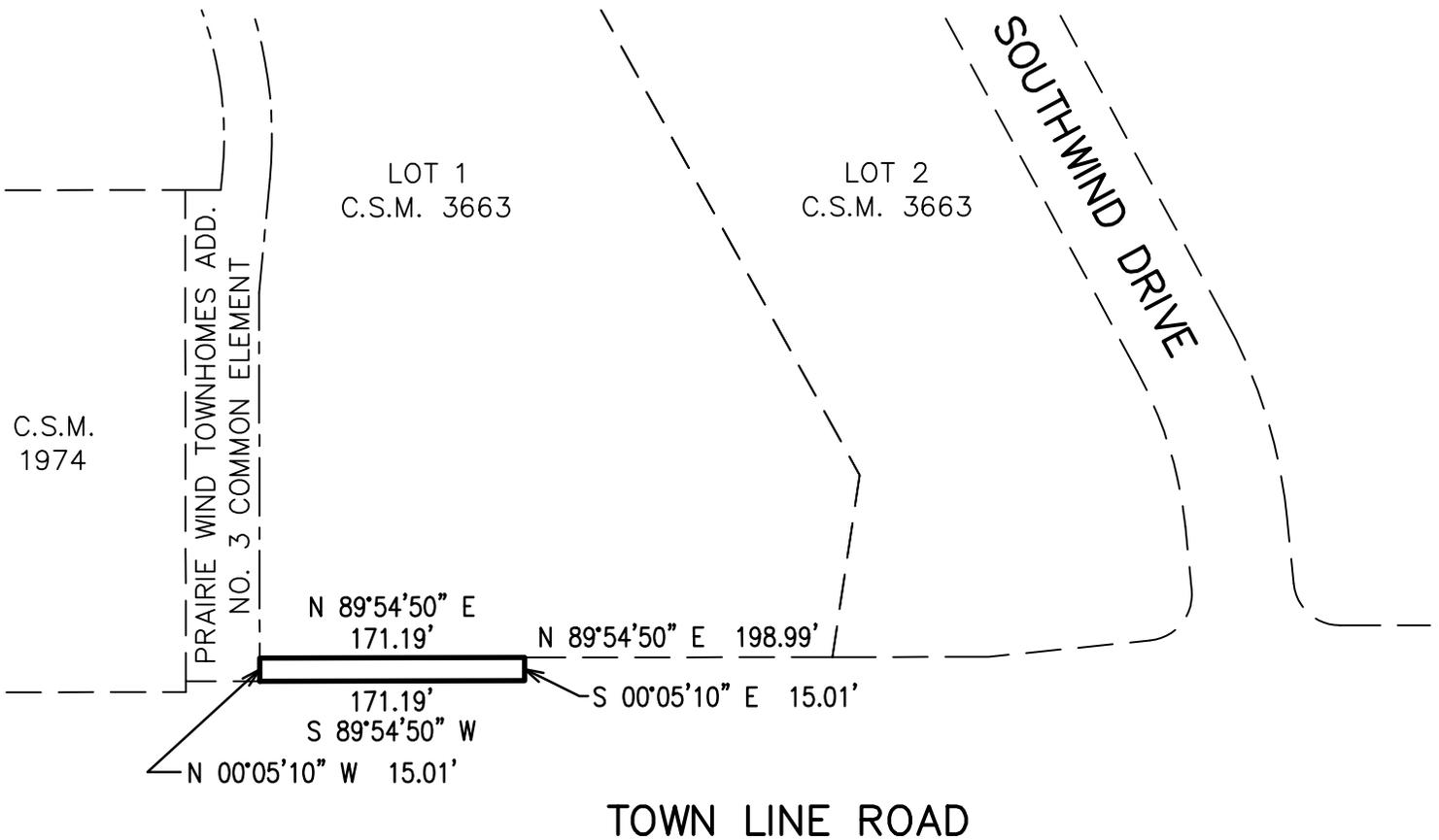
EXHIBIT A
DEPICTION & LEGAL DESCRIPTION OF PROPERTY

See attached.

LEGAL DESCRIPTION – LANDS DEDICATED TO THE PUBLIC AS TOWN LINE ROAD RIGHT OF WAY

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663 LOCATED IN PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SW 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663 AT THE NORTHERLY RIGHT OF WAY BOUNDARY OF TOWN LINE ROAD; THENCE ALONG SAID ROAD, S 89DEG 54MIN 50SEC W, 198.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID ROAD, S 00DEG 05MIN 10SEC E, 15.01 FEET; THENCE CONTINUE ALONG SAID ROAD, S 89DEG 54MIN 50SEC W, 171.19 FEET; THENCE N 00DEG 05MIN 10SEC W, 15.01 FEET; THENCE N 89DEG 54MIN 50SEC E, 171.19 FEET TO THE POINT OF BEGINNING. CONTAINING 2,570 SQUARE FEET (0.06 ACRES) OF LAND, MORE OR LESS.



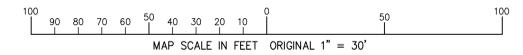
**PRAIRIE TOWNHOME CONDOMINIUM
GROUP EXHIBIT D
PLANS, ELEVATIONS, SCHEDULES & SECTIONS**

See attached.

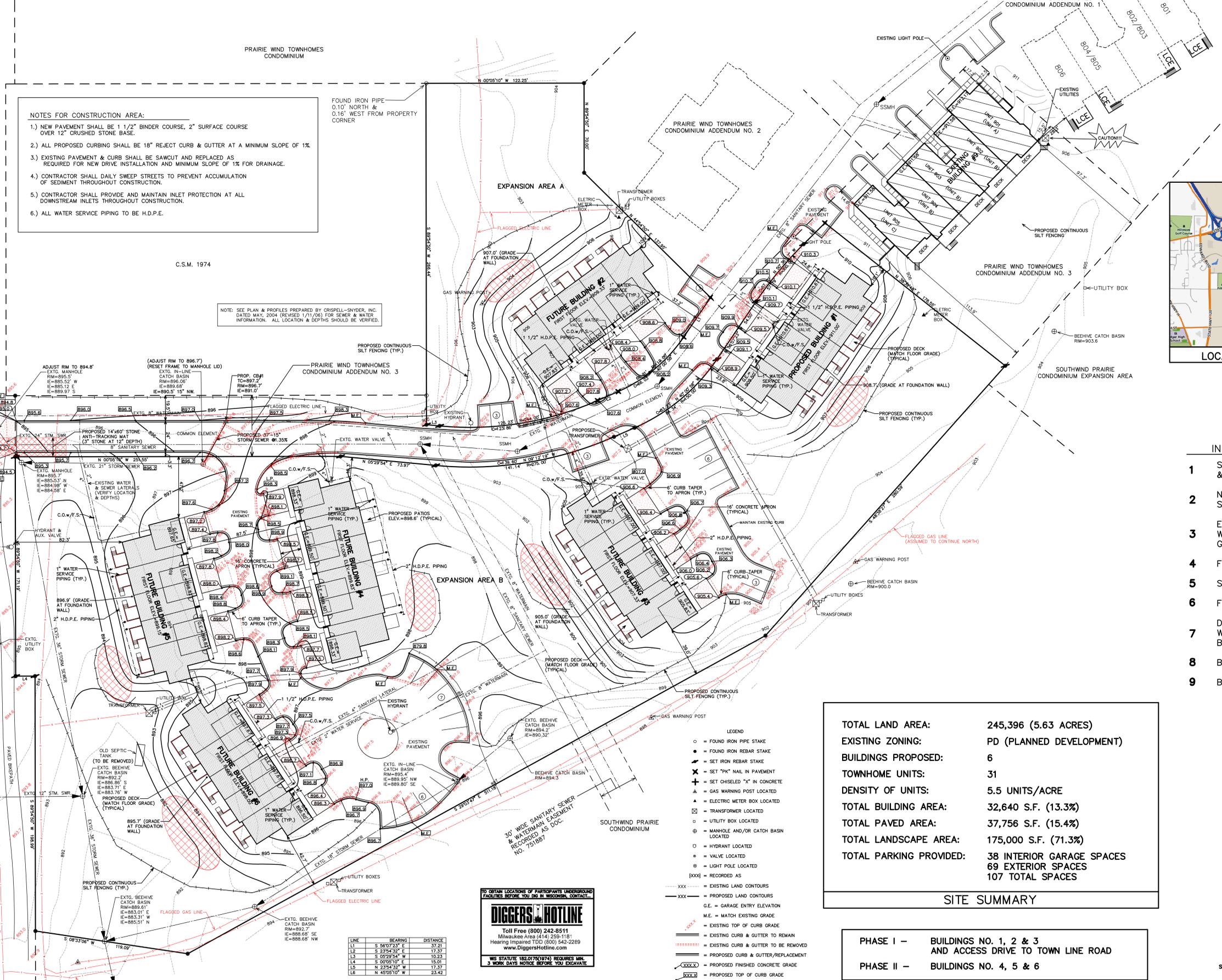
SITE, GRADING, DRAINAGE & EROSION CONTROL PLAN

PRAIRIE TOWNHOME CONDOMINIUM

BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663 LOCATED IN PART OF THE NW 1/4, SW 1/4 & SE 1/4 OF THE SW 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN



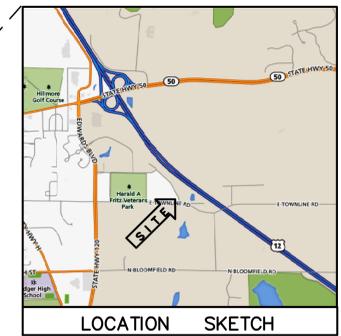
ASSIGNED W. LINE OF CSM 3663
N. 00°56'00\"/>



NOTES FOR CONSTRUCTION AREA:

- 1.) NEW PAVEMENT SHALL BE 1 1/2" BINDER COURSE, 2" SURFACE COURSE OVER 12" CRUSHED STONE BASE.
- 2.) ALL PROPOSED CURBING SHALL BE 18" REJECT CURB & GUTTER AT A MINIMUM SLOPE OF 1%.
- 3.) EXISTING PAVEMENT & CURB SHALL BE SAWCUT AND REPLACED AS REQUIRED FOR NEW DRIVE INSTALLATION AND MINIMUM SLOPE OF 1% FOR DRAINAGE.
- 4.) CONTRACTOR SHALL DAILY SWEEP STREETS TO PREVENT ACCUMULATION OF SEDIMENT THROUGHOUT CONSTRUCTION.
- 5.) CONTRACTOR SHALL PROVIDE AND MAINTAIN INLET PROTECTION AT ALL DOWNSTREAM INLETS THROUGHOUT CONSTRUCTION.
- 6.) ALL WATER SERVICE PIPING TO BE H.D.P.E.

NOTE: SEE PLAN & PROFILES PREPARED BY CRISPPELL-SNYDER, INC. DATED MAY, 2004 (REVISED 1/11/06) FOR SEWER & WATER INFORMATION. ALL LOCATION & DEPTHS SHOULD BE VERIFIED.



INDEX of SHEETS

- 1 SITE, GRADING, DRAINAGE & EROSION CONTROL PLAN
- 2 NORTH ELEVATION
SOUTH ELEVATION
- 3 EAST ELEVATION
WEST ELEVATION
GENERAL SPECIFICATIONS
- 4 FIRST FLOOR PLAN
- 5 SECOND FLOOR PLAN
- 6 FOUNDATION PLAN
- 7 DOOR/WINDOW SCHEDULES
WALL TYPES
BUILDING SECTION
- 8 BUILDING SECTIONS
- 9 BUILDING SECTIONS

TOTAL LAND AREA:	245,396 (5.63 ACRES)
EXISTING ZONING:	PD (PLANNED DEVELOPMENT)
BUILDINGS PROPOSED:	6
TOWNHOME UNITS:	31
DENSITY OF UNITS:	5.5 UNITS/ACRE
TOTAL BUILDING AREA:	32,640 S.F. (13.3%)
TOTAL PAVED AREA:	37,756 S.F. (15.4%)
TOTAL LANDSCAPE AREA:	175,000 S.F. (71.3%)
TOTAL PARKING PROVIDED:	38 INTERIOR GARAGE SPACES 69 EXTERIOR SPACES 107 TOTAL SPACES

SITE SUMMARY

PHASE I -	BUILDINGS NO. 1, 2 & 3 AND ACCESS DRIVE TO TOWN LINE ROAD
PHASE II -	BUILDINGS NO. 4, 5 & 6

PHASING SUMMARY

- LEGEND**
- = FOUND IRON PIPE STAKE
 - = FOUND IRON REBAR STAKE
 - = SET IRON REBAR STAKE
 - ✕ = SET "PK" NAIL IN PAVEMENT
 - ⊕ = SET CHISELED "X" IN CONCRETE
 - ▲ = GAS WARNING POST LOCATED
 - ⊕ = ELECTRIC METER BOX LOCATED
 - ⊕ = TRANSFORMER LOCATED
 - ⊕ = UTILITY BOX LOCATED
 - ⊕ = MANHOLE AND/OR CATCH BASIN LOCATED
 - ⊕ = HYDRANT LOCATED
 - ⊕ = VALVE LOCATED
 - ⊕ = LIGHT POLE LOCATED
 - ⊕ = RECORDED AS
 - = EXISTING LAND CONTOURS
 - = PROPOSED LAND CONTOURS
 - G.E. = GARAGE ENTRY ELEVATION
 - M.E. = MATCH EXISTING GRADE
 - = EXISTING TOP OF CURB GRADE
 - = EXISTING CURB & GUTTER TO REMAIN
 - = EXISTING CURB & GUTTER TO BE REMOVED
 - = PROPOSED CURB & GUTTER/REPLACEMENT
 - = PROPOSED FINISHED CONCRETE GRADE
 - = PROPOSED TOP OF CURB GRADE
 - = PROPOSED UNDERGROUND ELECTRIC SERVICE
 - = PROPOSED UNDERGROUND GAS SERVICE

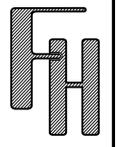
TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG, IN RECORDS, CONTACT:

DIGGERS HOTLINE

Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2269
www.DiggersHotline.com

WS STATUTE 182.07(1974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

LINE	BEARING	DISTANCE
L1	S 58°07'23" E	37.21
L2	S 23°04'32" E	12.37
L3	S 02°29'24" W	12.37
L4	S 00°05'10" E	15.01
L5	N 23°04'32" W	12.37
L6	N 49°02'10" W	23.42



BUILDING NO. 1
PRAIRIE TOWNHOME CONDOMINIUM
CITY OF LAKE GENEVA
WALWORTH CO., WISCONSIN

SITE, GRADING, DRAINAGE & EROSION CONTROL PLAN

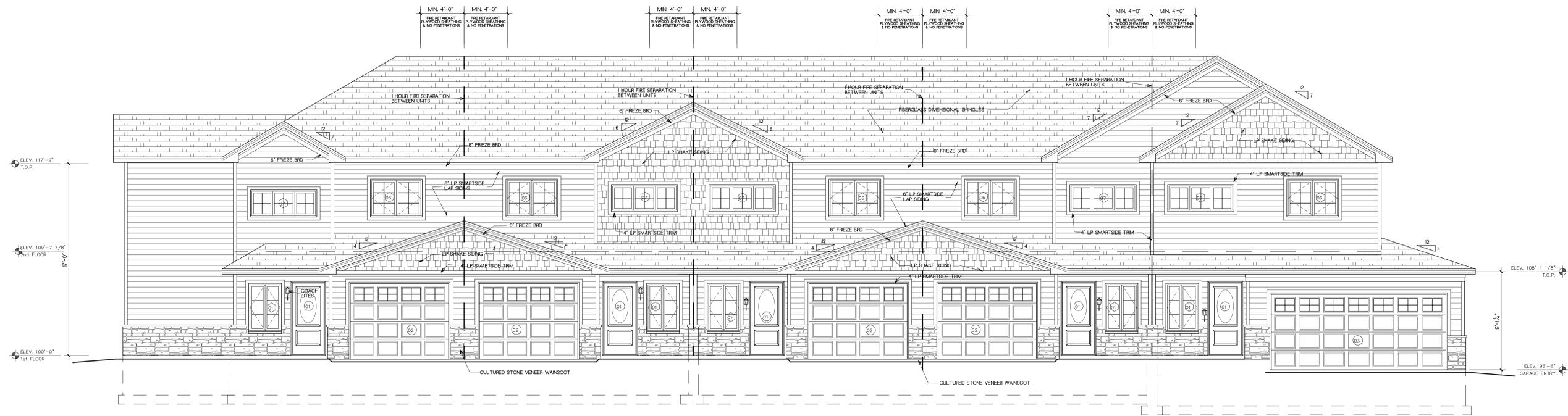
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2086 FAX: (262) 723-5886

REVISIONS

11/6/2013-KB	ADD FLAGGED UTILITIES
11/12/2013 - LK	ADD FUTURE ELEMENTS
12-16-2013	ADD INFO & CHANGES PER REQUEST
4/14/2014-KB	ADDITIONAL NOTES FOR CONSTRUCTION
7/22/2014-KB	ADD LOOK-OUT BILL GRADE & ADJUST GRADES
12/8/2016-KB	ADVANCE PLAN FOR REMAINDER OF BUILDOUT
01/09/2017-BS	ARCHITECTURAL COVER

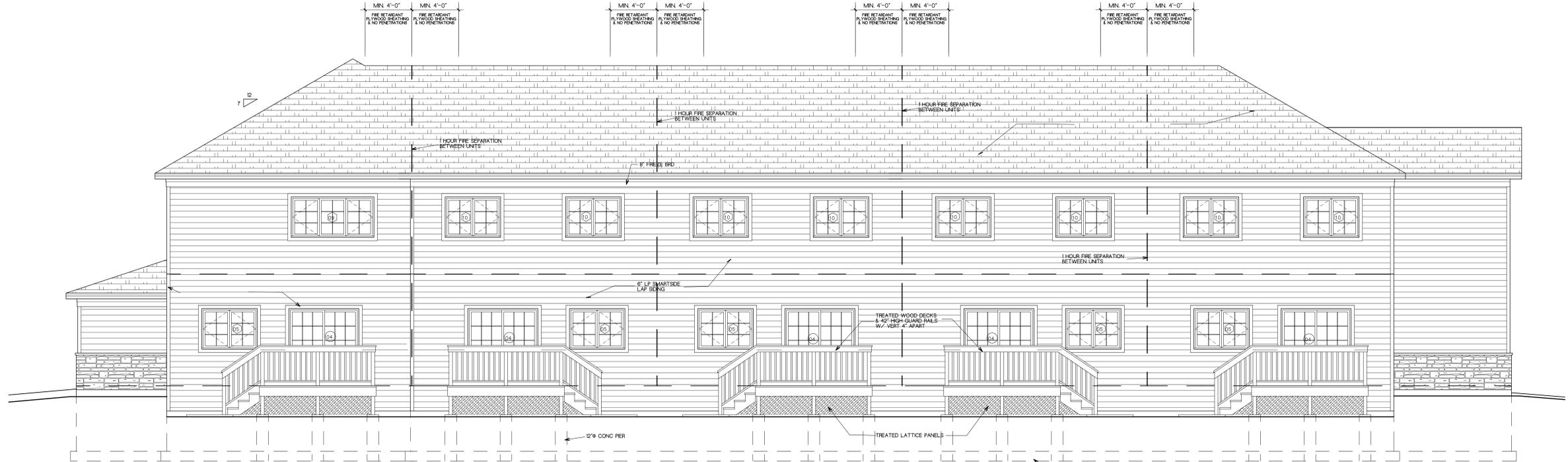
PROJECT NO.
6269.1013
DATE
07/29/2013
SHEET NO.
1 OF 9

WORK ORDERED BY -
SPECTRUM REAL ESTATE PROPERTIES
351 W. HUBBARD, SUITE 610
CHICAGO, IL 60654



SOUTH ELEVATION

SCALE: 1/4"=1'-0"



NORTH ELEVATION

SCALE: 1/4"=1'-0"

SNOW LOAD DESIGN

INPUT DATA:
 Ground snow load = 25.0 psf
 Building Length = 126.00 ft
 Type of Roof is Hip or Gable
 Roof slope angle = 23.0 Deg.
 Importance Category = II
 Exposure Category = B
 Structure is Partially Exposed
 Roof thermal condition is Cold Roof
 Roof is Unheated
 Roof surface is not slippery

FACTORS:
 Exposure factor(Ce) = 1.00
 Importance factor(I) = 1.00
 Thermal factor(Ct) = 1.20
 Slope factor(Cs) = 1.00
 Unit weight of snow = 17.3pcf
 Ground Snow Load = 25.0 psf

SNOW LOADS:
 Gable or Hip Roofs.
 Balanced Loading:
 Uniform load over entire roof = 21.0 psf
 Unbalanced Loading:
 No load on one side of roof.
 Uniform load on other side = 27.3 psf

WIND LOAD DESIGN

CONSTANTS:
 Building Width = 49.00 ft
 Building Length = 126.00 ft
 Roof Mean Height = 24.00 ft
 Roof Angle = 23.00 deg
 Dimension a = 4.90 ft

EQUATION CONSTANTS:
 Pressure based on ASCE 7-98 EQ.(6-16)
 Low Rise Buildings, Main Structure
 $P = q(GCp + GCpi)$ and $P = q(GCp - GCpi)$
 $Kz = 0.70$ Vel. Pressure Coef.
 $Kzt = 1.00$ Topographic Factor
 $Kd = 0.85$ Wind Direction Factor
 $V = 90.00$ mph
 $I = 1.00$ Importance Factor
 $q = 12.34$ psf Velocity Pressure
 $GCpi = 0.18(+)$ Internal Pressure Coef.
 Exposure = B
 Importance Cat. = 2

MAX AND MIN PRESSURE VALUES FOR EACH AREA: LOW RISE STRUCTURE MAIN WIND RESISTING VALUES

PRESSURE VALUES FOR CASE A WIND DIRECTION:
 (AREA 1) P = 8.87 psf, 4.43 psf
 (AREA 2) P = -2.96 psf, -7.40 psf
 (AREA 3) P = -3.52 psf, -7.96 psf
 (AREA 4) P = -2.86 psf, -7.31 psf
 (AREA 1E) P = 11.69 psf, 7.24 psf
 (AREA 2E) P = -6.02 psf, -10.46 psf
 (AREA 3E) P = -5.70 psf, -10.14 psf
 (AREA 4E) P = -5.08 psf, -9.53 psf

PRESSURE VALUES FOR CASE B WIND DIRECTION:
 (AREA 1) P = -3.33 psf, -7.77 psf
 (AREA 2) P = -6.29 psf, -10.74 psf
 (AREA 3) P = -2.34 psf, -6.79 psf
 (AREA 4) P = -3.33 psf, -7.77 psf
 (AREA 5) P = 7.16 psf, 2.71 psf
 (AREA 6) P = -1.36 psf, -5.80 psf
 (AREA 1E) P = -3.70 psf, -8.14 psf
 (AREA 2E) P = -10.98 psf, -15.43 psf
 (AREA 3E) P = -4.32 psf, -8.76 psf
 (AREA 4E) P = -3.70 psf, -8.14 psf
 (AREA 5E) P = 9.75 psf, 5.31 psf
 (AREA 6E) P = -3.09 psf, -7.53 psf

NOTES:
 When combining values to obtain the worst case load on the frame, the resultant pressure used must be greater than 10 psf. If not use 10 psf.

The above pressure values include effects from internal pressure.

MAX. COMBINED VALUES FOR DESIGN

Total Combined Loads Across Sides 1 and 4
 Max P = 16.18 psf

Total Combined Loads Across Sides 1E and 4E
 Max P = 21.21 psf

Total Combined Loads Across Sides 5 and 6
 Max P = 12.96 psf

Total Combined Loads Across Sides 5E and 6E
 Max P = 17.28 psf

Roof Area 2 Max Values
 There is no downward pressure
 Uplift P = -10.74 psf

Roof Area 3 Max Values
 There is no downward pressure
 Uplift P = -10.00 psf

Roof Area 2E Max Values
 There is no downward pressure
 Uplift P = -15.43 psf

Roof Area 3E Max Values
 There is no downward pressure
 Uplift P = -10.14 psf

NORTH ELEVATION
 SOUTH ELEVATION

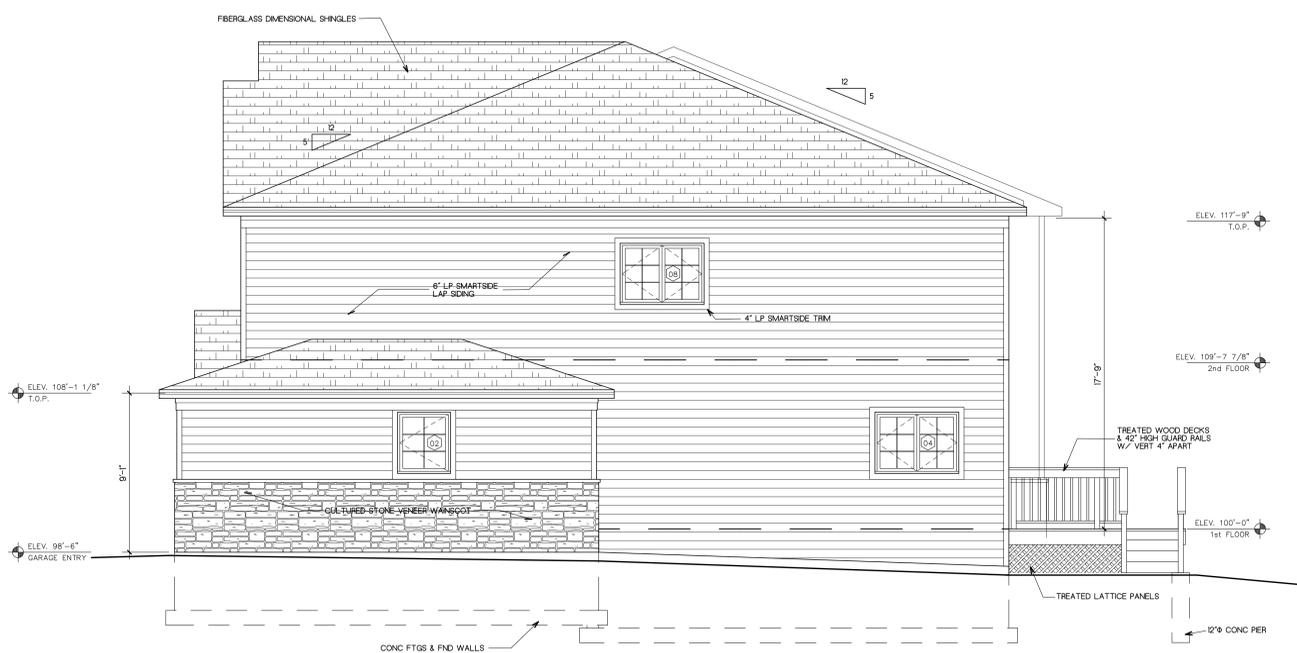
BUILDING NO. 1
PRAIRIE TOWNHOME CONDOMINIUM
 CITY OF LAKE GENEVA
 WALWORTH CO., WISCONSIN

FARRIS, HANSEN & ASSOCIATES, INC.
 Engineering, Architecture, Surveying
 7 Ridgway Court P.O. Box 437
 ELKHORN, WISCONSIN 53121
 Office: (262) 723-2098
 Fax: (262) 723-5886

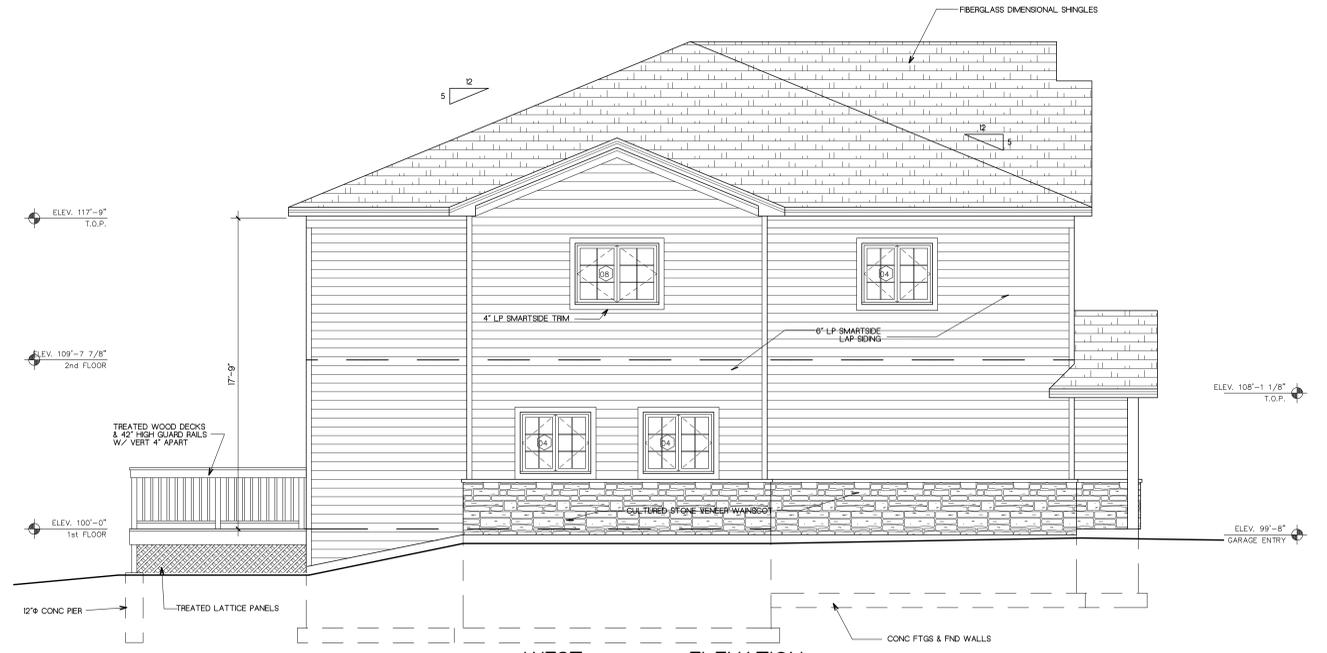
REVISIONS

NO.	DATE	DESCRIPTION

PROJECT NO. **6269.2013**
 DATE **11/23/16**
 SHEET NO. **2 of 9**



EAST ELEVATION
SCALE 1/4"=1'-0"



WEST ELEVATION
SCALE 1/4"=1'-0"

GENERAL SPECIFICATIONS

GENERAL REQUIREMENTS

A. DEFINITIONS:

The functions of this construction contract shall be exercised by the GENERAL CONTRACTOR. The architect shall not have control, or charge of, and shall not be responsible for, construction. Means of methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents. The architect and his consultants shall not be responsible for changes to these documents without written approval and shall take no responsibility for errors and omissions due to dimensions or insufficient details without first being consulted for recommended and approved remedies.

B. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE:

All bidders shall carefully examine the drawings and specifications prepared for the work. They shall visit the site of the work and acquaint themselves with all local conditions affecting the contract. If awarded the contract, they shall not be allowed any extra compensation by reason of any unforeseen difficulties or obstacles which the bidder could have discovered or reasonably anticipated prior to the bidding.

C. ORDINANCES, RULES AND REGULATIONS:

All work and material covered by the contract documents shall conform to the respective requirements of the latest editions of the following:

- A. Standard specifications of the American Society of Testing Materials.
- B. Provincial and Local Codes, Laws, Ordinances, Rules and Regulations Applicable to the Work.

Ascertain the existence of and comply with any interpretations and/or enforcement policies of the STATE AND LOCAL ENFORCEMENT AGENCIES OR INDIVIDUALS peculiar to this area or to this particular installation. Where contract documents call for material or construction of better quality or larger size or greater quantity than required by the above rules and regulations, conform to the provisions of the contract documents.

D. INTENT OF DRAWINGS AND SPECIFICATIONS:

Refer to the drawings for all measurements. The measurements given on the architectural plans shall be checked by each subcontractor before proceeding with the work, and any discrepancies shall be reported at once to the general contractor. Should it appear that the work covered by the contract documents is not sufficiently detailed or explained, general contractor shall apply to the architect for further drawings or explanations as may be necessary to clarify the point in question. It is the intention of the contract documents to provide a job complete in every respect. General contractors and subcontractors are to be responsible for the result and to turn over the project in complete operating condition, irrespective of whether the contract documents cover every individual item in minute detail.

E. QUALITY OF MATERIALS AND WORK:

All work, fixtures, materials and apparatus shall be new in every respect, and all shall be delivered without exception. No brand names shall appear on any of the work in finished building. All work shall be done by those who are thoroughly trained and experienced in their particular trades.

F. SUBCONTRACTOR COOPERATION:

Each subcontractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any authority having jurisdiction on the performance of the work under his subcontract. Each subcontractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the subcontractor's work.

Each subcontractor shall comply with Federal, provincial and local tax laws, social security act, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of his subcontract.

Each subcontractor shall cooperate with the general contractor in scheduling and performing his work to avoid conflict or interference with the work of others.

Each subcontractor shall promptly submit shop drawings and samples by contract document to the general contractor in order to perform his work efficiently, expeditiously and in a manner that will not cause delay in the progress of the work of other subcontractors.

The subcontractor shall give his personal supervision to the work or have at the site of the work at all times, a competent and experienced foreman satisfactory to him and the owner, and having authority to act for the subcontractor.

G. WORK OF OTHERS:

Each subcontractor shall take necessary precautions in carrying out his work, to protect properly the finished work of other trades from damage caused by his operations, and shall make good any loss, damage, or injury without cost to the owner.

Each subcontractor shall cooperate with the general contractor and other subcontractors whose work might interfere with the subcontractor's work, and shall participate in the preparation of coordinated drawings in areas of congestion as required by the contract documents, specifically noting and advising the general contractor of such interference.

H. CHANGES IN WORK:

Each subcontractor may be ordered in writing by the general contractor, without invalidating his subcontract, to make changes in the work within the general scope of his subcontract consisting of additions, deletions, or other revisions, the contract sum and contract time being adjusted accordingly. The subcontractor, prior to the commencement of such changes of revised work, shall submit promptly to the general contractor written copies of any claim for adjustment with the contract documents.

I. CLEANING UP:

Each subcontractor shall at all times keep the premises free from the accumulation of waste materials or rubbish arising out of the operations of his subcontract. Unless otherwise provided, subcontractor shall not be held responsible for unclean conditions caused by other subcontractors.

Each subcontractor shall clean all glass, hardware, painted or decorated surfaces, floors, fixtures and equipment to the extent of restoring it to the original finish.

The electrical and mechanical subcontractors shall be responsible for the cleaning of all of their work, including removal of labels, tags, grease, oil, dirt, stains, etc.

Each subcontractor shall be responsible for cleaning up of ground and shall leave ground free of his rubbish, building materials and debris before final acceptance of work. In case of dispute, the general contractor will remove rubbish and charge the cost to responsible subcontractor.

J. GUARANTEE:

Each subcontractor shall guarantee all workmanship and materials entering into construction of the building for a period of one year after substantial performance, and if during the guarantee period, and defects if faulty materials are found, he shall immediately, upon notification by the general contractor, proceed at his own expense to bring his work into conformance with the contract documents, together with restoration of finishes or equipment provided by other trades.

EARTHWORK

A. Existing Utilities - Locate by hand excavation and provide protection from damage. Cooperate with G.C. and utility companies for maintaining services. Do not break utility connections without notifying G.C. a minimum of 48 hours in advance and providing acceptable temporary services.

B. Repair Damages - To existing utilities as directed by utility company.

C. Site fill and backfill material shall be a granular material free of debris, boulders, organic material and excessive silt.

D. Base fill for slabs on grade shall be a reasonably well graded sand (ISW or SP), clean and free of organic material. Course aggregates shall not exceed 3/4" in size.

E. Suitable materials obtained for excavation and cutting at the site may be used, as approved by soils ENGINEER.

F. Stockpile excavated materials where directed by G.C. until required for backfill and fill.

G. Excavate for structure to elevations and dimensions shown, extending excavation a sufficient distance to permit placing and removal of other work and for inspection. Trim bottom to required lines and grades to provide solid base to receive concrete.

H. Excavate for trenches to depth indicated or required and to establish indicated flow lines for invert elevations. Maintain uniform width required for particular item to be installed, including width to provide ample working room. Provide 6" to 9" clearance on both sides of pipe or conduit.

I. Outside building excavate trenches for water bearing piping so top of piping is below frost level where applicable, as per local building code/official.

L. Remove existing walks, drives, curbs, foundations, cisterns, boulders, vegetation (trees, stumps and roots 1' or larger in diameter within the lines of the building 5' beyond), trash, and similar items as necessary to execute the work of this project.

J. Notify the G.C. if abnormal or questionable soil conditions are encountered, and do not proceed with the work until directed to by the G.C.

K. Maintain excavations in a clean condition and keep free of water at all times. Protect bottoms of excavations from frost and freezing. Do not excavate to full depth during freezing weather unless footings or slabs can be poured immediately after completion of excavation work, and protect soil to prevent freezing after footings and slabs have been poured.

L. Do not use frozen material or material containing ice or snow for fill. Do not place on soils that is frozen or covered with ice or snow. Take necessary precautions during freezing weather to prevent freezing of fill during placing and compaction.

M. Place all fill materials in 6" layers, compacting each layer to require maximum density unless otherwise recommended in the approved soils report on record with G.C. Keep compacted lifts relatively smooth and level.

N. Base fill compaction (within the lines of new building) and site fill and backfill (under pavement subgrades) - To be as recommended by soils ENGINEER. Excavate as necessary to remove all organic soils and loose existing fills, and fill to grade, compacting each lift of base fill according to the recommendation of the soils ENGINEER. Provide same method of compaction at all mechanical trenches and other similar areas.

O. Provide minimum 6" sand/gravel base under all slabs-on-grade, unless otherwise noted or as recommended by approved soils report.

P. Foundations were designated using a soil bearing value of 2000 psf as listed in the structural design stress notes or as recommended by soils ENGINEER. The soils ENGINEER shall confirm in writing the value determined in the field.

CAST-IN-PLACE CONCRETE

A. CODES AND STANDARDS:
ACI 301, ACI 308, comply with applicable provisions except as otherwise indicated.

B. MIX PROPORTIONS AND DESIGN:
Proportion mixes by either laboratory trial batch or field experience method complying with ACI 301.

C. CONCRETE MATERIALS:
Portland cement - ASTM C 150, type in structural notes. Aggregates - ASTM C 33.
Water - Clean, Drinkable.
Air Entraining Mixture - ASTM C 260.

D. REINFORCING MATERIALS:
Deformed reinforcing bars - ASTM A 615, Grade 40 unless otherwise indicated.
Welded wire fabric - ASTM A 185.

E. CONCRETE PLACEMENT:
Hot and cold weather comply with AC 308.

F. CONCRETE STRENGTH:
Concrete strength for walls and footings to be 4000 psi in 28 days, and for floors to be 4500 psi in 28 days; slump not exceed 4 inches.

G. COVER ON REINFORCING STEEL:
Cover on reinforcing steel to be 3 inches next to ground, 2 inches next to wall forms. Lap reinforcing steel bars 24 bar diameters minimum and lap mesh 6 inches minimum.

H. FINISHES AND CURING CONCRETE:
Surfaces exposed to view: Provide smooth finish, remove fins and projections, patch defective areas with cement grout.
Sidewalks: Broom finish.
Curing: Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by use of moisture-retaining cover or curing compound.
Cure formed surfaces by moist curing until forms are removed.
Keep wall forms on 24 hours before stripping. Provide protection as required to prevent damage to exposed concrete surfaces.

I. Masonry - SEE DRAWINGS:

A. Cultured stone veneer furnished by G.C. installed by subcontractor. Color to be selected by OWNER.

B. Cultured stone veneer to be attached per manufacturer installation requirements.

CARPENTRY

A. GENERAL:
All construction shall be done in accordance with Wisconsin Adm. Code, Section IND. 53.60 thru 53.63.

B. MATERIALS:
Min. lumber grades to be #2 southern pine.
For all wall studs 16" O.C., all headers and joists and rafters to be No. 1 or better 16" O.C. or better.

2. Plywood: Comply with Softwood Plywood - Construction and Industrial PS (U.S. Dept. of Commerce) bearing DFPFA grade trademarks.

3. Pre-engineered Roof Trusses & Floor Trusses:
a. Building shall have a gable roof and wood trusses - trusses shall be designed for a 20 psf dead load in addition to a 30 lb. snow load and a 20 lb. wind load. Roof load shall be provided for with only a 5% stress adjustment for snow load duration and all necessary additional snow drift loads.

b. Building shall have 18" deep wood floor trusses spaced 16" o.c. and designed for a min of 50 psf live load and 20 psf dead load.

c. Truss construction shall be in conformance with approved truss diagrams, load computation and fabrication details furnished by the truss manufacturer.

d. Truss manufacturer shall provide architect/engineer with a minimum of three sets of truss computations and diagrams for review and submittal to the State for approval.

4. Walls:
All exterior walls shall be constructed of 2 x 6 No. 2 grade studs 16" o/c. All sill plates in contact with concrete shall be pressure treated and anchored to concrete with 1/2" dia. X 10" anchor bolts 48" o/c. All interior wall to be 2x4 no.2 grade studs 16" o/c unless otherwise noted.

See wall types.

5. Fypon Molded Millwork:
Provide all molded millwork as indicated on plans and install per manufacturer's specifications.

MOISTURE PROTECTION:

A. BLANKET INSULATION:
Batt or continuous blanket of thickness indicated, unfaced with 4 mil polyethylene vapor barrier.

B. RIGID INSULATION:
Polystyrene insulation, not less than 25 psi compressive strength for all vertical insulation and min. of 60 psi for all horizontal insulation.

C. VAPOR BARRIER:
Clear polyethylene sheeting, 4 mils thick.

D. BUILDING WRAP:
Provide TYVEK building wrap on all exterior walls. Building wrap to be installed per manufacturer requirements.

E. SILL SEALER:
1" thick fiberglass sill sealer to be installed beneath all sole plates at exterior walls.

F. SHINGLES ROOFING:
1. Shingles:
Organic felt, asphalt impregnated, top coated with ceramic granules, color to be selected by Owner. Shingle shall have a minimum coverage of 325 lbs. per installed square, standard 2' x 36" x 3 tabs, self-sealing, John-Manville, Celotex, GAF or equal.

2. Felt:
Organic 15# GAF Asphalt impregnated roofing felt.

G. EXTERIOR SIDING:

LP SmartSide lap siding with 6" exposure. Contractor to submit samples to Owner for approval. Owner to select color.

H. EXTERIOR TRIMS:

All corner and window trims to be LP SmartSide trim boards. All fascia, rake and soffit trims to be aluminum as indicated on plans. All trim to be pre-finished. Soffit panels to be perforated for ventilation. Color to be selected by Owner.

I. SHEET METAL WORK:

1. Flashing & Drip Caps:
Paint grip - Zinc coated sheet steel. Commercial quality carbon steel sheets with minimum 0.20% copper content (ASTM A 529), top-side galvanized (ASTM A 525, G90), 22 gage unless otherwise indicated.

2. Gutters & Downspouts:
Commercial quality pre-finished 22 ga. Gutters & downspouts to be provided at each main entrance and all other areas indicated. Provided splash blocks.

J. CAULKING AND SEALANTS:
Scope of Work:
Caulk side jams, sills and heads of all windows, side jams and heads of all exterior door wood frames, side jams and heads of all hollow metal frames, masonry expansion joints and all points is noted on the drawings and or where dissimilar materials meet and caulking required to seal building against weather. Provide all necessary metal flashings.

K. GABLE VENTS:
18" and 24" diameter FYPON No. 660R-18 & No. 660R-24 louvered gable vents with 1/8" mesh screen as shown on plans.

FINISHES

A. SUB-BASE MATERIALS:
1. Gypsum Drywall:
ASTM C 36, except ASTM C 442 permitted for base layers. Provide boards with log edges tapered for triple joint treatment.

2. See wall types and building and wall sections for construction details.

B. PAINTING:

INTERIOR FINISHES:
A. All gypsum board to receive one (1) coat sand finish textured paint as base coat and one (1) finish coat.

B. All units shall be painted with one color. Solid color latex paint to be approved by Owner. Color to be selected by Owner.

C. INTERIOR TRIM:
All base, door and window trim to be stained solid oak wood trim. Submit samples to owner for approval for color and grain.

D. CARPETING:
All carpeting to be a durable top quality product with pad. Owner to select color, style and pile.

E. VINYL SHEET FLOORING:
All vinyl sheet flooring for kitchens, baths and main entrances to be a durable top quality product. Owner to select color and style.

F. CASEWORK:
1. KITCHEN CABINETS AND BATHROOM VANITIES:
Shall comply with ANSI A 1611 "Recommended Minimum Construction and Performance Standards for Kitchen and Vanity Cabinet Association". Merilite cabinets shall be used or equal, as approved in writing by Owner.

2. COUNTER TOPS:
Provide counter tops of grade matching casework, with plastic laminate top, edge and back splash. Patterns or colors as selected by Owner.

G. WINDOWS:
Jeld-Wen or equal vinyl windows, with double glazed insulated low-E, Argon filled glass and screens. See window schedule for sizes.

H. DOORS:
1. Main Entrance:
Metal clad insulated door and wood jams and casing. Provide Schlage lockset with dead bolt.

2. Garage Entrance:
Metal clad solid core 45 minute fire rated. Provide scaple lockset.

3. Unit Patio Door:
Jeld-Wen vinyl sliding patio door with insulated low-E, Argon filled glass and screen.

4. Unit Interior Doors:
All interior doors to be hollow core wood doors and jams. All doors except baths to have Schlage passage locks. Baths to have privacy locks.

5. Unit Sliding/pocket Doors:
All sliding/pocket doors to be prefinished hollow core wood doors with all hardware.

6. GARAGE OVERHEAD DOORS:
Metal clad insulated overhead doors. Provide all hardware and weather stripping. Install garage door opener with interior control panel and 2 remote opener controls.

7. See door schedule for sizes.

FIRE PROTECTION:

1. Each unit shall have an NFPA ISD sprinkler system installed off the domestic water supply system. All work shall conform to all state and federal codes.

2. Each unit shall have combination carbon monoxide/smoke detectors as required per code and shown on plans. All detectors shall be interconnected within unit and powered from unit electrical system with a battery back-up for each unit.

SPECIALTIES

A. BATH ACCESSORIES:
1. Toilet Paper holder: Miami Cary Model 8011

2. Towel Bars: Miami Cary Models 8019

3. Lee products plate glass mirrors with beveled glass recessed medicine cabinets.

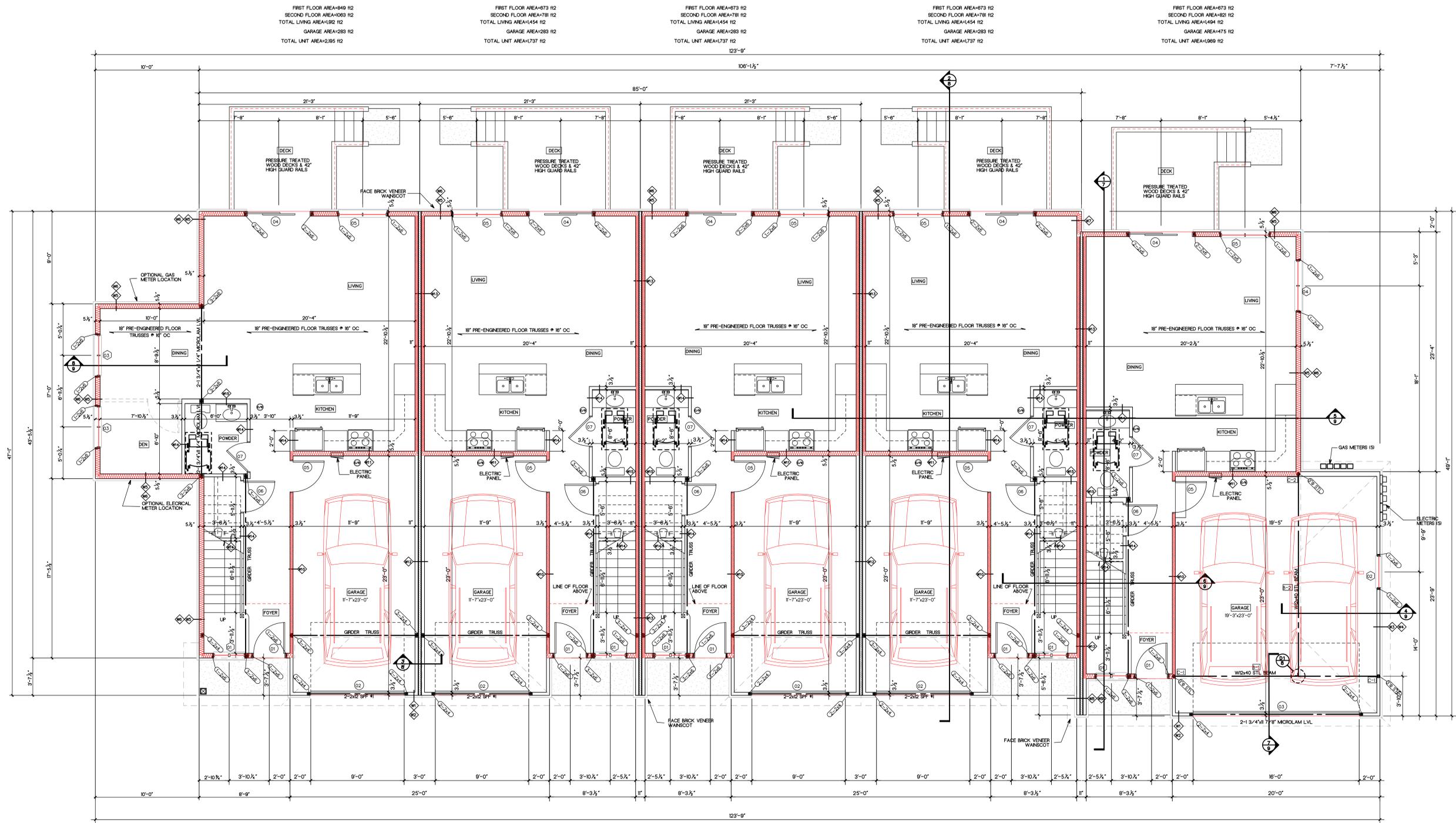
**EAST ELEVATION
WEST ELEVATION
GENERAL SPECIFICATIONS**

**BUILDING NO. 1
PRAIRIE TOWNHOME CONDOMINIUM
CITY OF LAKE GENEVA
WALWORTH CO., WISCONSIN**

FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Ridgway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2098
Fax: (262) 723-5886

REVISIONS

PROJECT NO.	6269.2013
DATE	11/23/16
SHEET NO.	3 of 9



FIRST FLOOR AREA=818 I12
 SECOND FLOOR AREA=1063 I12
 TOTAL LIVING AREA=192 I12
 GARAGE AREA=283 I12
 TOTAL UNIT AREA=2105 I12

FIRST FLOOR AREA=873 I12
 SECOND FLOOR AREA=778 I12
 TOTAL LIVING AREA=1454 I12
 GARAGE AREA=283 I12
 TOTAL UNIT AREA=1737 I12

FIRST FLOOR AREA=873 I12
 SECOND FLOOR AREA=778 I12
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 GARAGE AREA=283 I12
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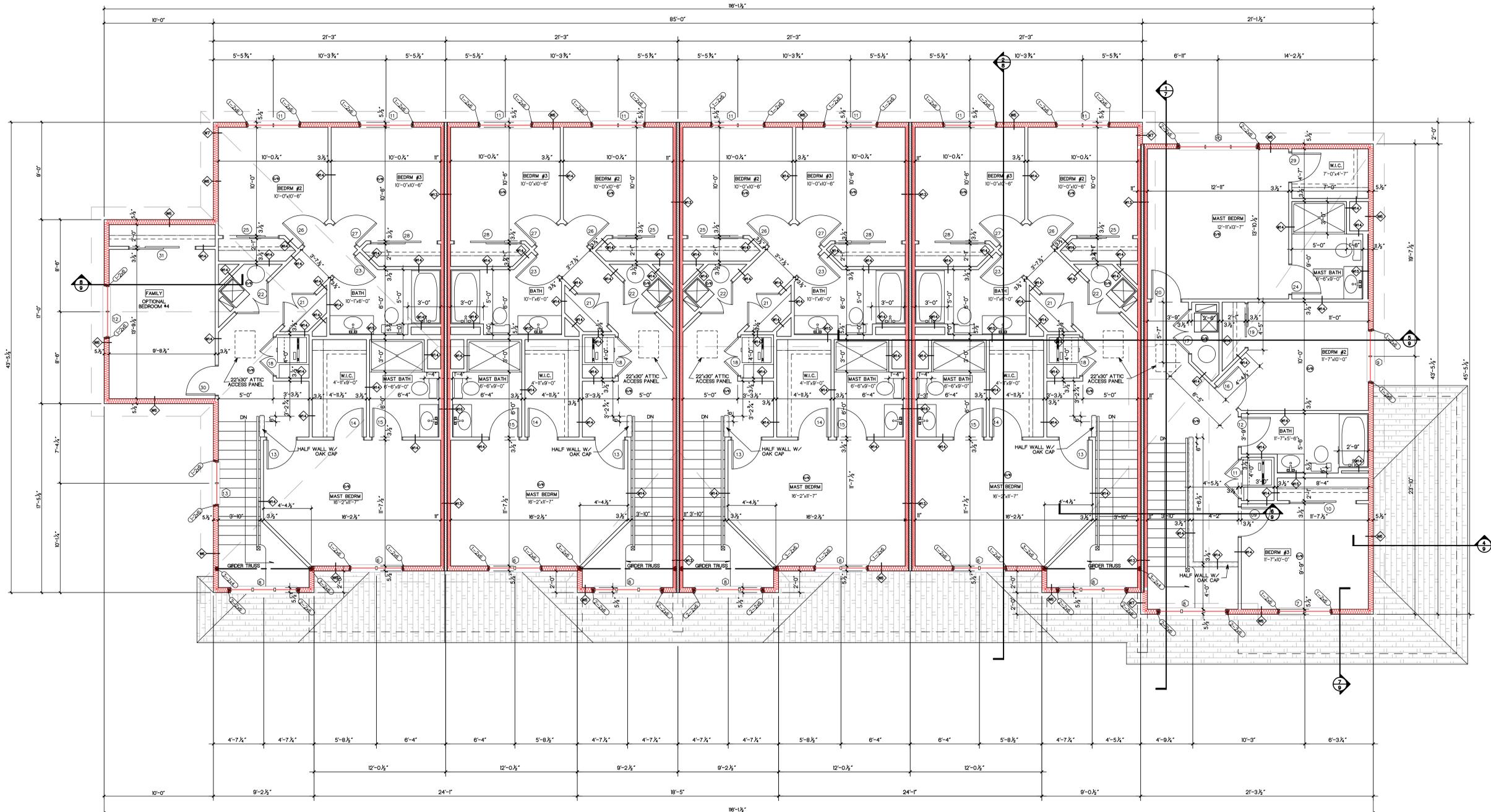
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 SECOND FLOOR AREA=778 I12
 TOTAL LIVING AREA=1454 I12
 GARAGE AREA=283 I12
 TOTAL UNIT AREA=1689 I12

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

⊕ = COMBINATION CARBON MONOXIDE / SMOKE DETECTOR
 ON UNIT ELECTRICAL SUPPLY & BATTERY BACK-UP
 ALL DETECTORS WITHIN UNIT TO BE INTERCONNECTED
 DETECTORS TO BE CEILING OR WALL MOUNTED

NOTE: BUILDING TO BE FULLY SPRINKLERED
 WITH A NFPA 13D SPRINKLER SYSTEM.

FIRST FLOOR PLAN	BUILDING NO. 1 PRAIRIE TOWNHOME CONDOMINIUM CITY OF LAKE GENEVA WALWORTH CO., WISCONSIN	FARRIS, HANSEN & ASSOCIATES, INC. Engineering, Architecture, Surveying 7 Ridgway Court P.O. Box 437 ELKHORN, WISCONSIN 53121 Office: (262) 723-2098 Fax: (262) 723-5886	REVISIONS	PROJECT NO. 6269.2013 DATE 11/23/16 SHEET NO. 4 of 9

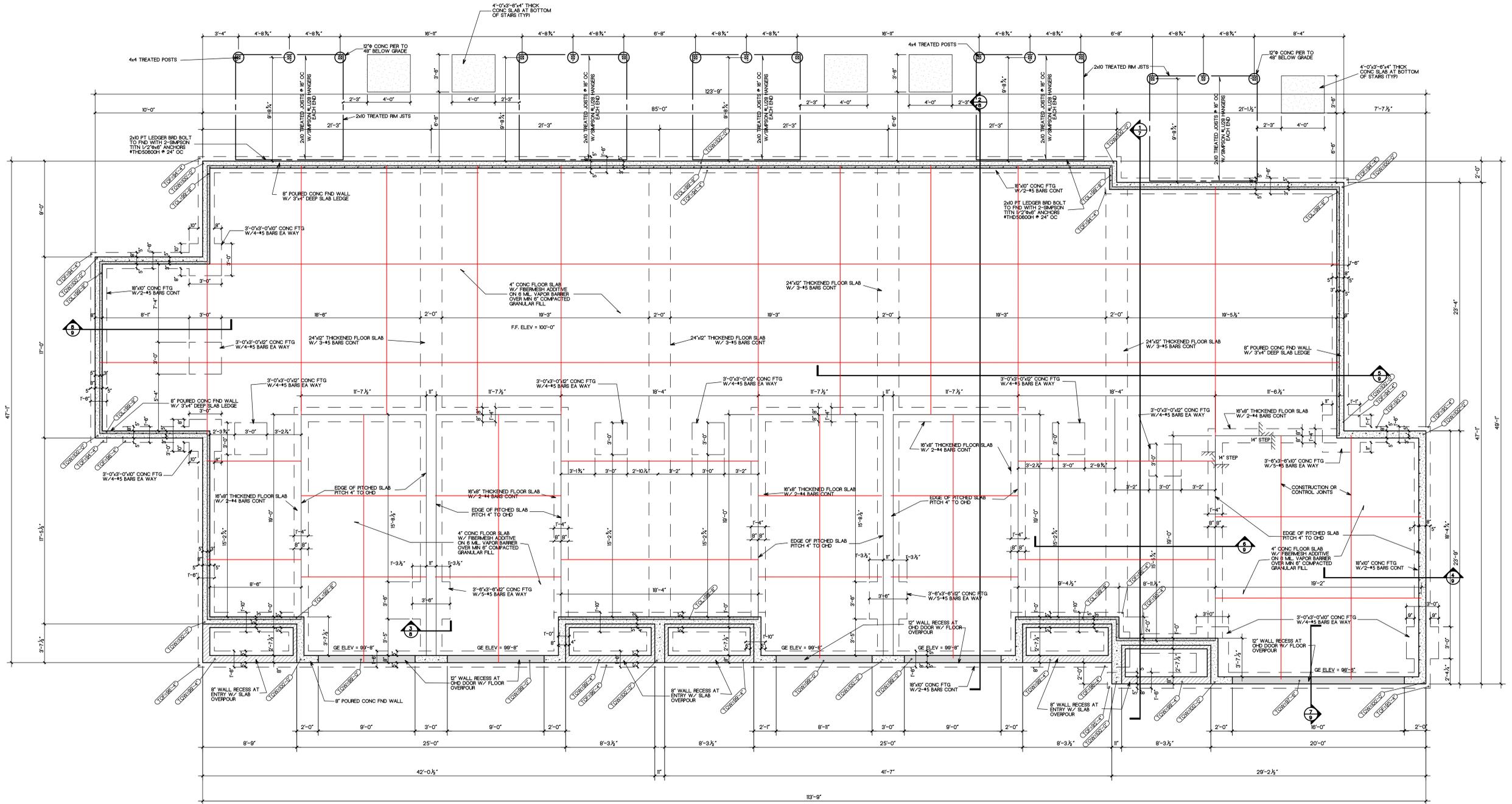


SECOND FLOOR PLAN
SCALE 1/4"=1'-0"

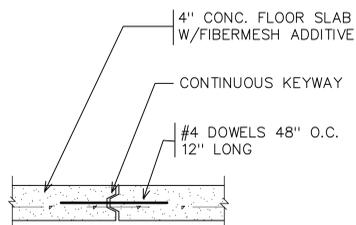
⊕ = COMBINATION CARBON MONOXIDE / SMOKE DETECTOR ON UNIT ELECTRICAL SUPPLY & BATTERY BACK-UP. ALL DETECTORS WITHIN UNIT TO BE INTERCONNECTED. DETECTORS TO BE CEILING OR WALL MOUNTED.

NOTE: ALL CLOTHES DRYERS SHALL BE PROVIDED WITH AN EXHAUST DUCT. ALL DUCT TO BE 4" DIA. METAL DUCTS WITH A MAX. LENGTH OF 35' LEADING DIRECTLY TO THE OUTSIDE OF THE BUILDING. DUCTS SHALL CONFORM TO IMC 504 & FGC 603

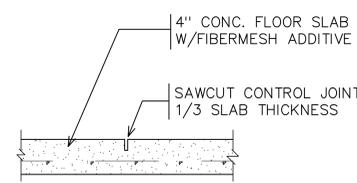
SECOND FLOOR PLAN	BUILDING NO. 1 PRAIRIE TOWNHOME CONDOMINIUM CITY OF LAKE GENEVA WALWORTH CO., WISCONSIN	FARRIS, HANSEN & ASSOCIATES, INC. <i>Engineering, Architecture, Surveying</i> 7 Ridgway Court P.O. Box 437 ELKHORN, WISCONSIN 53121 Office: (262) 723-2098 Fax: (262) 723-5886	REVISIONS PLAN ADVANCEMENT BS 12/28/15	PROJECT NO. 6269.2013 DATE 11/23/16 SHEET NO. 5 of 9



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



CONSTRUCTION JOINT

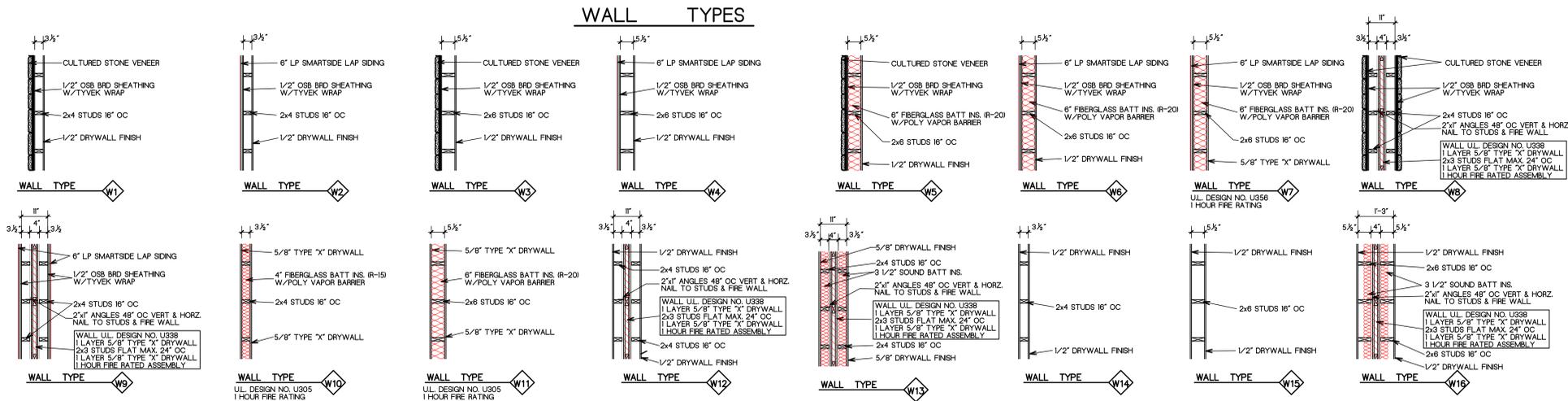
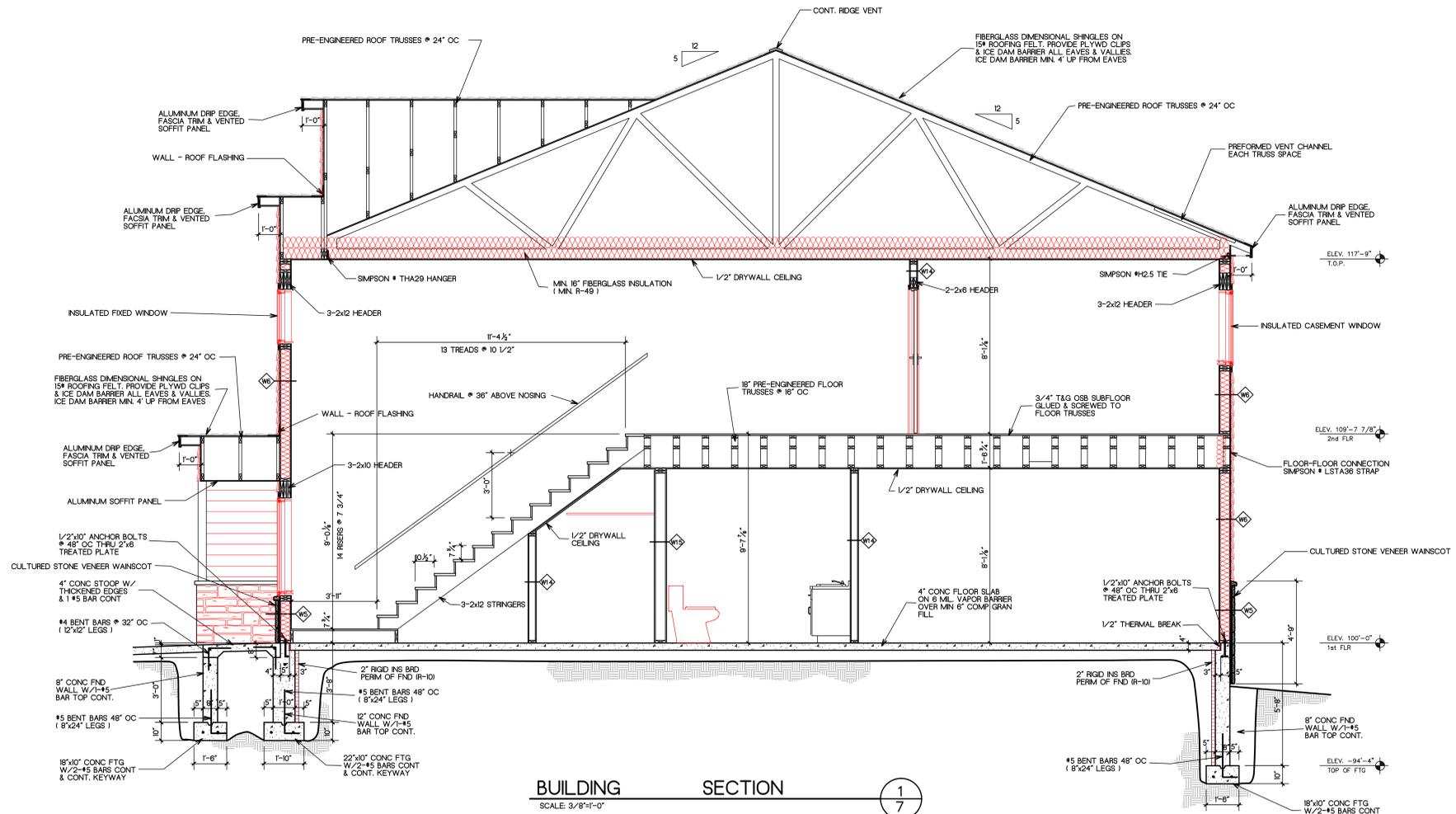


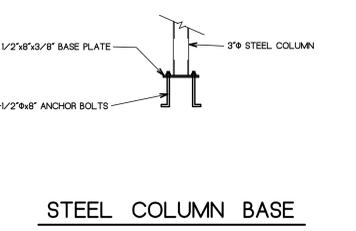
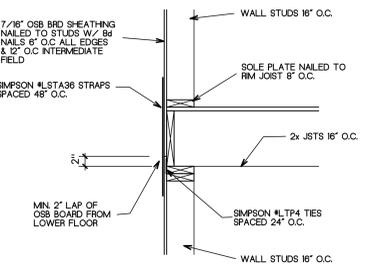
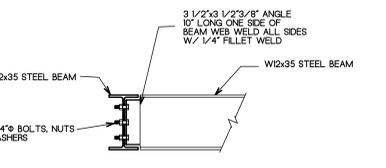
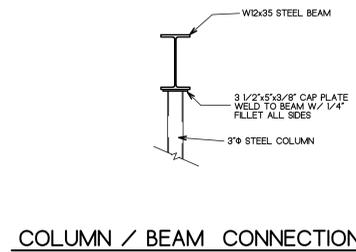
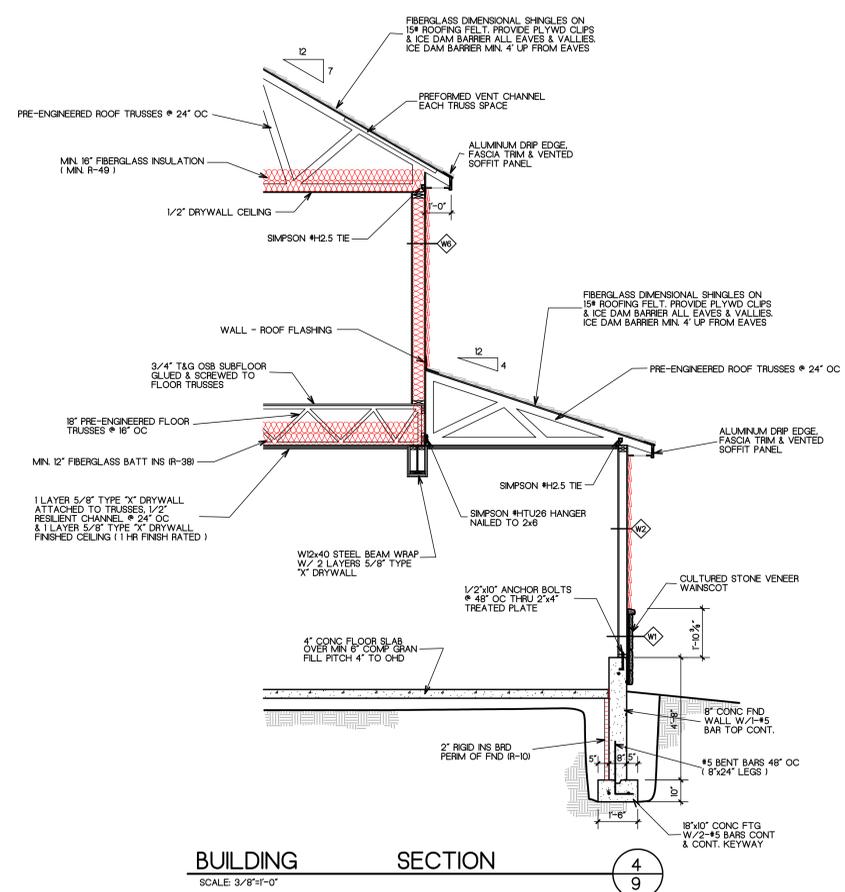
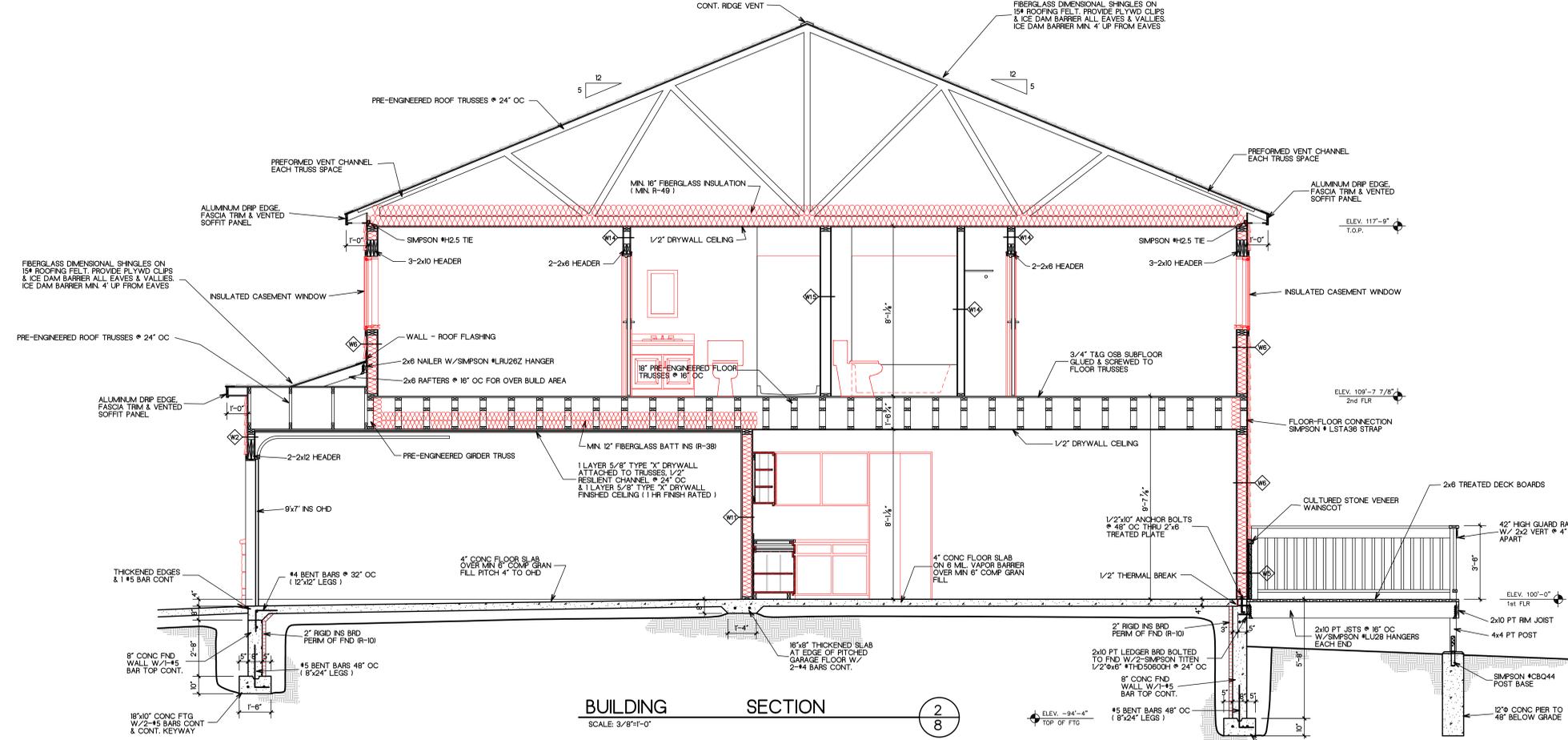
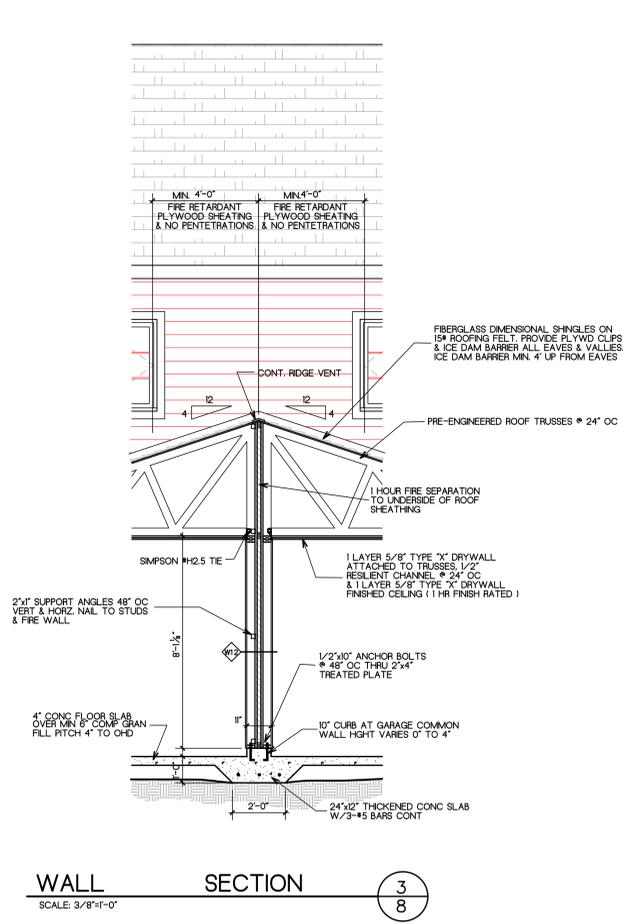
CONTROL JOINT

FOUNDATION PLAN	BUILDING NO. 1 PRAIRIE TOWNHOME CONDOMINIUM CITY OF LAKE GENEVA WALWORTH CO., WISCONSIN	FARRIS, HANSEN & ASSOCIATES, INC. Engineering, Architecture, Surveying 7 Ridgway Court P.O. Box 437 ELKHORN, WISCONSIN 53121 Office: (262) 723-2098 Fax: (262) 723-5886	REVISIONS	PROJECT NO. 6269.2013
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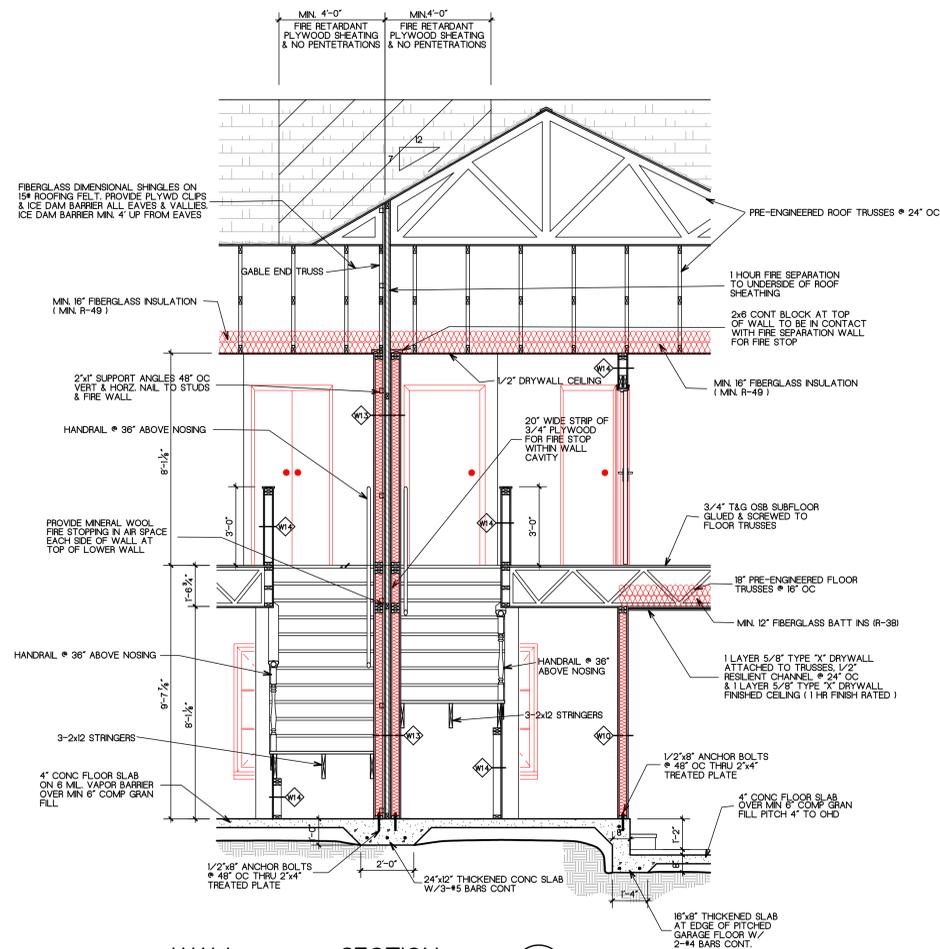
DOOR SCHEDULE														
NO.	LOCATION	DOOR				FRAME				LUNEL TYPES				
		SIZE	TYPE	MATERIALS	GLASS	LOUVER	SIZE (ROUGH OPENING)	TYPE	MATERIAL	FINISH	HARDWARE GROUP	LUNEL TYPE	FINISH	PT
1		3'-0"x6'-8"	ENTRY	STL	1/4"	PT			3'-2 1/4"x6'-10 1/4"	EXTER	WD	PT	B	
2		9'-0"x7'-0"	OHD	STL	1/4"	PRE			9'-0"x7'-0"				C	
3		16'-0"x7'-0"	OHD	STL	1/4"	PRE			16'-0"x7'-0"				E	
4		6'-0"x6'-8"	PATIO	VL	1/4"	PRE	FULL		6'-2 1/4"x6'-10 1/4"	EXTER	VL	PRE	D	
5		3'-0"x6'-8"	FIRE	WD	1/4"	STN			3'-2 1/4"x6'-10 1/4"	INTER	WD	STN	B	
6		3'-0"x6'-8"	INTER	WD	1/4"	STN			3'-2 1/4"x6'-10 1/4"	INTER	WD	STN	A	
7		2'-10"x6'-8"	INTER	WD	1/4"	STN			3'-0 1/4"x6'-10 1/4"	INTER	WD	STN	A	
8			NOT USED											
9		2'-8"x6'-8"	INTER	WD	1/4"	STN			2'-10 1/4"x6'-10 1/4"	INTER	WD	STN	A	
10		6'-0"x6'-8"	SLIDING						6'-2 1/4"x6'-10 1/4"					
11		2'-1'-9"x6'-8"	INTER						2'-10 1/4"x6'-10 1/4"					
12		2'-8"x6'-8"												
13		2'-8"x6'-8"												
14		2'-8"x6'-8"												
15		2'-8"x6'-8"												
16		2'-8"x6'-8"												
17		2'-2'-0"x6'-8"							2'-10 1/4"x6'-10 1/4"					
18		2'-1'-9"x6'-8"	INTER						4'-2 1/4"x6'-10 1/4"					
19		4'-0"x6'-8"	SLIDING						4'-2 1/4"x6'-10 1/4"					
20		2'-8"x6'-8"	INTER						2'-10 1/4"x6'-10 1/4"					
21		2'-2'-0"x6'-8"	INTER						4'-2 1/4"x6'-10 1/4"					
22		2'-2'-0"x6'-8"	INTER						4'-2 1/4"x6'-10 1/4"					
23		2'-8"x6'-8"	INTER						2'-10 1/4"x6'-10 1/4"					
24		5'-0"x6'-8"	SLIDING						2'-10 1/4"x6'-10 1/4"					
25		2'-8"x6'-8"	INTER						5'-2 1/4"x6'-10 1/4"					
26		2'-8"x6'-8"	INTER						2'-10 1/4"x6'-10 1/4"					
27		6'-0"x6'-8"	SLIDING						6'-2 1/4"x6'-10 1/4"					
28		2'-8"x6'-8"	INTER						2'-10 1/4"x6'-10 1/4"					
29		2'-8"x6'-8"	INTER						2'-10 1/4"x6'-10 1/4"					
30		6'-0"x6'-8"	SLIDING						6'-2 1/4"x6'-10 1/4"					
31		6'-0"x6'-8"	SLIDING						6'-2 1/4"x6'-10 1/4"					

WINDOW SCHEDULE														
NO.	LOCATION (ROOM)	WINDOW				GLAZING				LUNEL TYPES				
		SIZE (ROUGH OPENING)	TYPE	MANUFACTURER	CATALOG NO.	SQ. FT. VENT	TYPE	THICKNESS	SQ. FT. GLASS	MATERIAL	FINISH	FRAME	LUNEL TYPE	FINISH
1	FOYER	36"x54"	CASE	JELD-WEN	VMCMT3654	8.8	LOW-E	1/2"	7.2	VL	A			
2	GARAGE	36"x42"	CASE		VMCMT3642	7.8			7.1	VL	A			
3	DINING	48"x42"	CASE		VMCMT4842	8.35			7.45	VL	A			
4	LIVING	56"x42"	CASE		VMCMT5642	11.4			10.3	VL	A			
5	LIVING	56"x42"	CASE		VMCMT5642	11.4			10.3	VL	A			
6	BEDRM #3	56"x42"	CASE		VMCMT5642	11.4			10.3	VL	A			
7	MAST. BEDRM	56"x42"	CASE		VMCMT5642	11.4			10.3	VL	A			
8	FOYER	72"x30"	FIXED		3-VFW2430	-			81	VL	B			
9	BEDRM #2	56"x42"	CASE		VMCMT5642	11.4			10.3	VL	A			
10	MAST. BEDRM	84"x42"	CASE		VMCMT8442	11.4			15.3	VL	B			
11	BEDRM #2 & #3	56"x42"	CASE		VMCMT5642	11.4			10.3	VL	A			
12	FAMILY	48"x42"	CASE		VMCMT4842	8.35			7.45	VL	A			
13	STAIR	48"x42"	CASE	JELD-WEN	VMCMT4842	8.35	LOW-E	1/2"	7.45	VL	A			

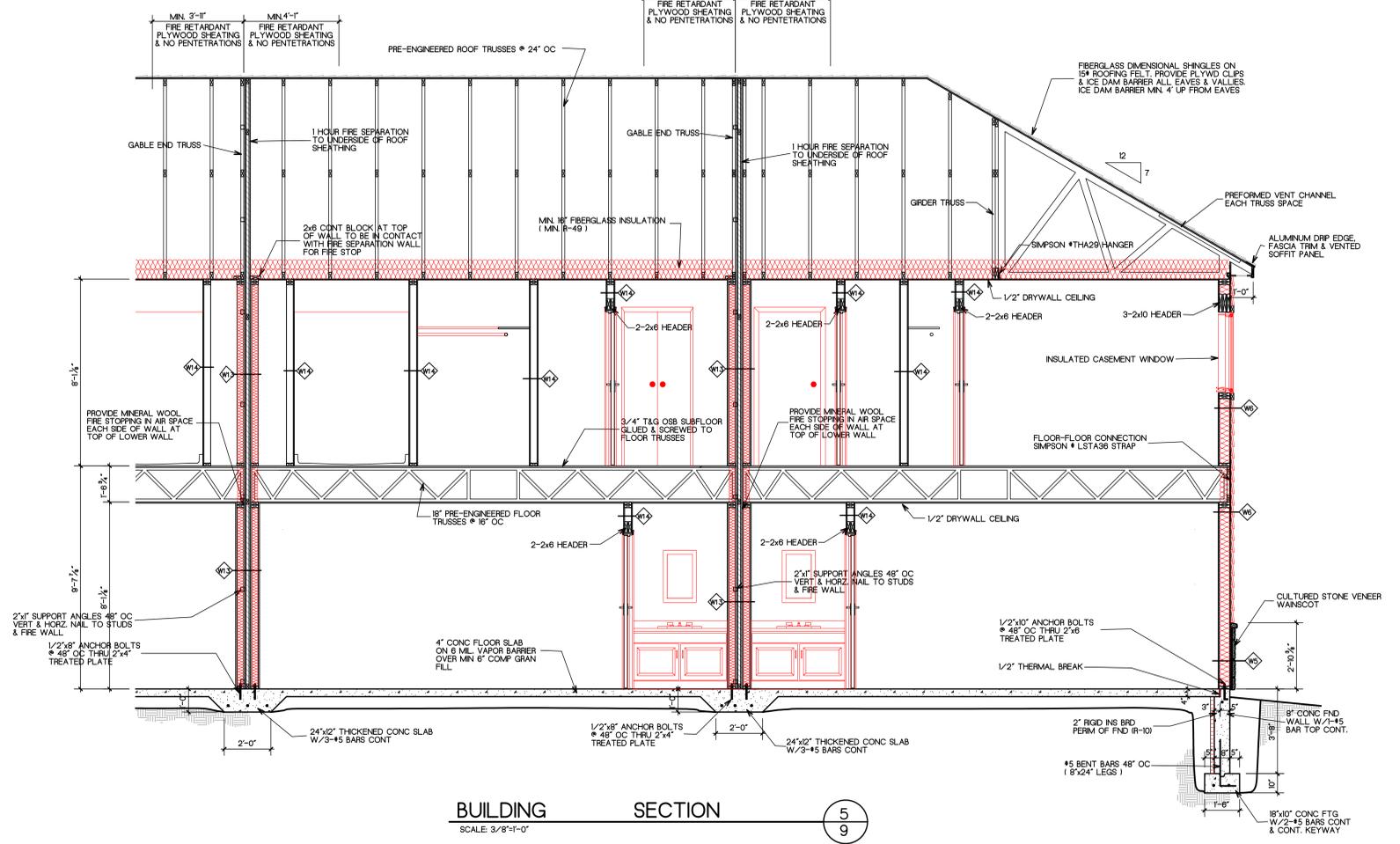




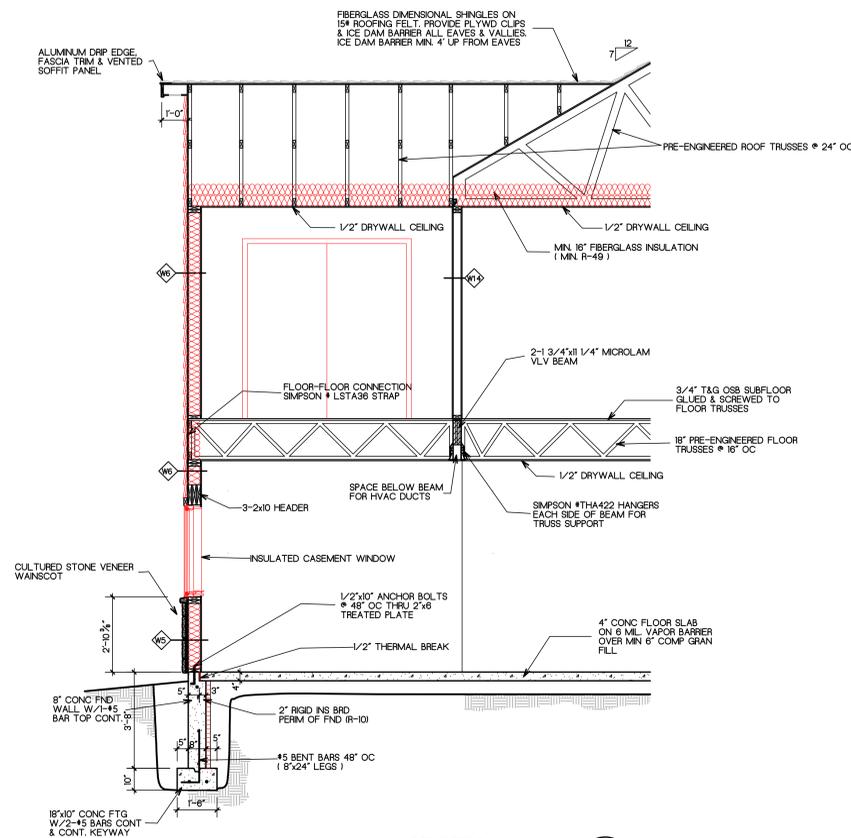
BUILDING SECTIONS	BUILDING NO. 1	FARRIS, HANSEN & ASSOCIATES, INC. Engineering, Architecture, Surveying 7 Ridgway Court P.O. Box 437 ELKHORN, WISCONSIN 53121 Office: (262) 723-2098 Fax: (262) 723-5886	REVISIONS	PROJECT NO. 6269.2013
	RAIRIE TOWNHOME CONDOMINIUM		DATE 11/23/16	SHEET NO. 8 of 9
	CITY OF LAKE GENEVA WALWORTH CO., WISCONSIN			



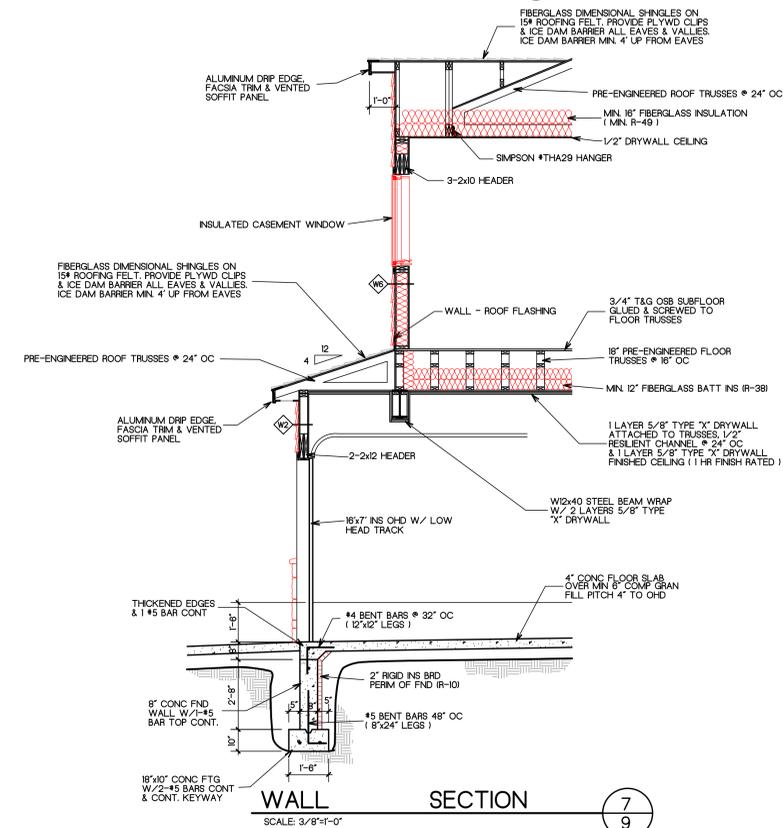
WALL SECTION 6
SCALE: 3/8"=1'-0"



BUILDING SECTION 5
SCALE: 3/8"=1'-0"



WALL SECTION 8
SCALE: 3/8"=1'-0"



WALL SECTION 7
SCALE: 3/8"=1'-0"

BUILDING SECTIONS

BUILDING NO. 1
PRAIRIE TOWNHOME CONDOMINIUM
CITY OF LAKE GENEVA
WALWORTH CO., WISCONSIN

FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Ridgway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2098
Fax: (262) 723-5886

REVISIONS

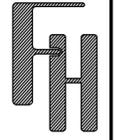
PROJECT NO.
6269.2013
DATE
11/23/16
SHEET NO.
9 of 9

**PRAIRIE TOWNHOME CONDOMINIUM
GROUP EXHIBIT E
PROPERTY OWNERS WITHIN 300 FEET
OF SUBJECT PROPERTY - LIST & MAP**

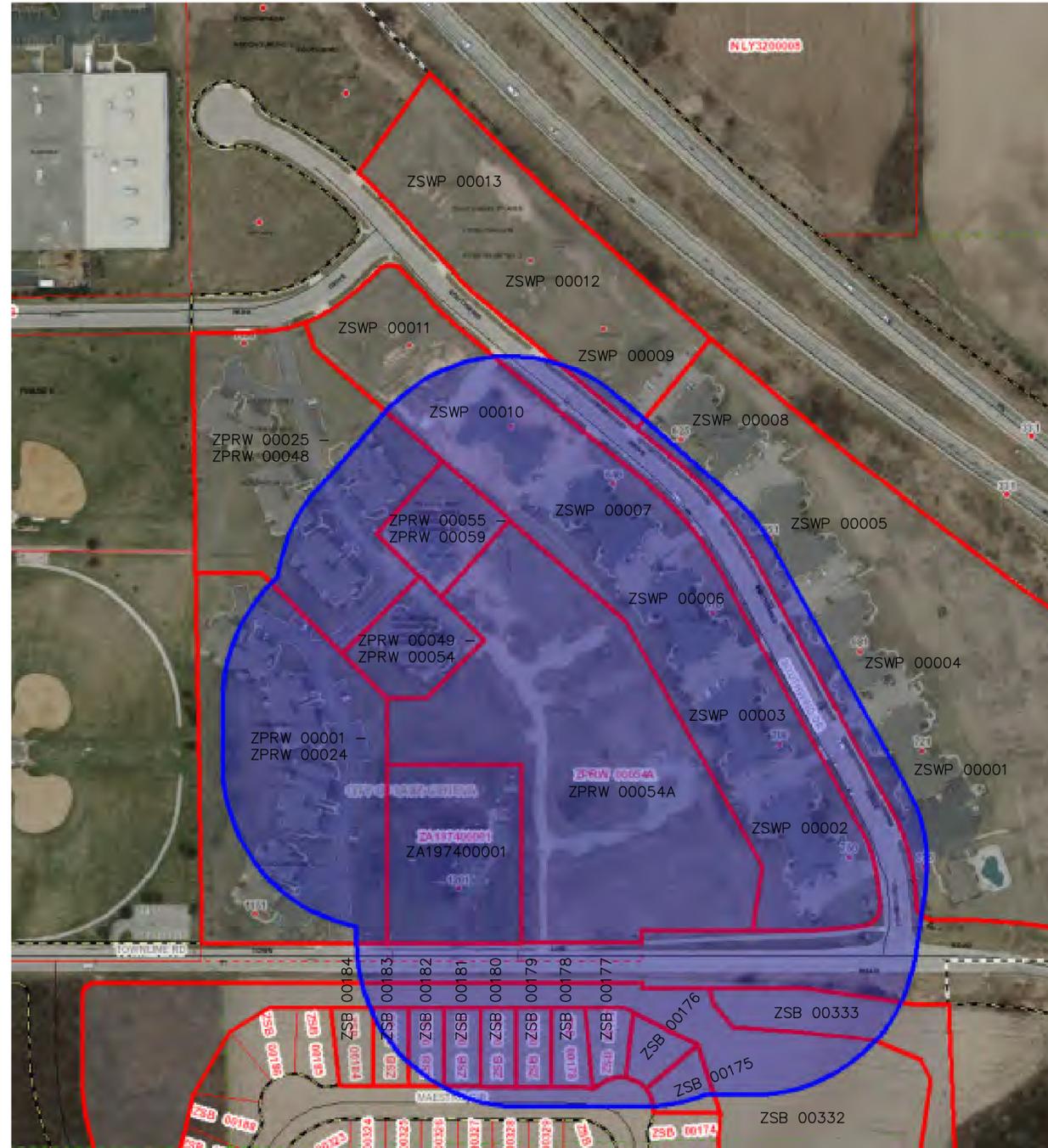
See attached.

PRECISE IMPLEMENTATION PLAN PRAIRIE TOWNHOME CONDOMINIUM

BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663
LOCATED IN PART OF THE NW 1/4, SW 1/4, AND SE 1/4 OF THE SW 1/4
OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA,
WALWORTH COUNTY, WISCONSIN



TaxKey	Owner1	Owner2	Address1	City	State	Zip
ZA197400001	ROBERT B JUREWICZ	JUDY M JUREWICZ	1201 E. TOWNLINE RD	LAKE GENEVA	WI	53147
ZPRW 00001	RONALD J SCHROEDER	SUSAN C SCHROEDER	1151 TOWNLINE RD #101	LAKE GENEVA	WI	53147
ZPRW 00002	BERNARD J NELS TRUST		3411 ASHLEY DR	GLENVIEW	IL	60025
ZPRW 00003	NICHOLAS J HELMER		505 KEWAUNEE CT	PROSPECT HEIGHTS	IL	60070
ZPRW 00004	DAVID J JOCHEM TRUST	NANCY J JOCHEM TRUST	1151 TOWNLINE RD, #104	LAKE GENEVA	WI	53147
ZPRW 00005	MEGAN N RICHTER		1151 TOWNLINE RD #105	LAKE GENEVA	WI	53147
ZPRW 00006	THOMAS E WALENTOSKY	REBECCA A WALENTOSKY	1151 TOWNLINE RD, #106	LAKE GENEVA	WI	53147
ZPRW 00007	BRETT J STANCZAK		530 S BOULDER RIDGE DR	LAKE GENEVA	WI	53147
ZPRW 00008	WILLIAM KATSOOLIAS	MARIA KATSOOLIAS, ETAL	5285 MARDJETKO DR	HOFFMAN ESTATES	IL	60192
ZPRW 00009	RANDY S CRISMAN	COLLEEN M CRISMAN	1151 TOWNLINE RD, #203	LAKE GENEVA	WI	53147
ZPRW 00010	SCOTT A FRICKE	KATHERINE D FRICKE	2330 N BRIGHTON PLACE	ARLINGTON HEIGHTS	IL	60004
ZPRW 00011	JENNIE A NAGODE		610 S STONE RIDGE DR	LAKE GENEVA	WI	53147
ZPRW 00012	DIANNE J PASSARELLA TRUST		1151 TOWNLINE RD, #206	LAKE GENEVA	WI	53147
ZPRW 00013	VICTOR J NIKKEL	BERNADETTE NIKKEL	1151 TOWNLINE RD, #301	LAKE GENEVA	WI	53147
ZPRW 00014	SUSAN L COOLER TRUST		1151 TOWNLINE RD, #302	LAKE GENEVA	WI	53147
ZPRW 00015	MARILYN H HEDBERG TRUST	C/O CHRISTOPHER J PENZA; FOLEY PRIVATE OFFICE	150 E GILMAN ST - STE 5000	MADISON	WI	53703
ZPRW 00016	LYLACE C SCHAITEL		1151 E TOWNLINE RD #304	LAKE GENEVA	WI	53147
ZPRW 00017	JOY L WILLIAMSON	JOSEPH ROTH	9718 E KAREN DR	SCOTTSDALE	AZ	85260
ZPRW 00018	WAYNE R GRIPMAN		7105 N KENTON AVE	LINCOLNWOOD	IL	60712
ZPRW 00019	DONALD W HANLEY	EILEEN M HANLEY	6 S BRUNER ST	HINSDALE	IL	60521
ZPRW 00020	KERRY CATES		1151 TOWNLINE RD #402	LAKE GENEVA	WI	53147
ZPRW 00021	PAMELA D JENSEN		1151 TOWNLINE RD #403	LAKE GENEVA	WI	53147
ZPRW 00022	ROSA FAMILY TRUST		5032 N MERRIMAC	CHICAGO	IL	60630
ZPRW 00023	TESSA L AUGUST		1151 TOWNLINE RD #405	LAKE GENEVA	WI	53147
ZPRW 00024	ALEXANDER KATSOOLIAS	DONNA KATSOOLIAS	916 CHESWICK DR	GURNEE	IL	60031
ZPRW 00025	LYNETTE A JACKSON		1150 PARK DR #501	LAKE GENEVA	WI	53147
ZPRW 00026	NATALIE KAREN MORSE	ROBERTA GEORGIANA KERR	1150 PARK DR #502	LAKE GENEVA	WI	53147
ZPRW 00027	CLEMENTINA ARMAS ROSALES		1150 PARK DR, #503	LAKE GENEVA	WI	53147
ZPRW 00028	SONJA MURRAY		1150 PARK DR #504	LAKE GENEVA	WI	53147
ZPRW 00029	JAMES W MARKS	DONALD D KAUFMAN	1150 PARK DR # 505	LAKE GENEVA	WI	53147
ZPRW 00030	BRIAN D HECKERT	MARY HECKERT	1341 W JEFFERSON DR	NASHVILLE	IL	62263
ZPRW 00031	WILLIAM D MOTT	KENDRA L MOTT	1150 PARK DR #601	LAKE GENEVA	WI	53147
ZPRW 00032	VICTORIA MALONEY		1150 PARK DR #602	LAKE GENEVA	WI	53147
ZPRW 00033	KATHLEEN CARUSIELLO		1150 PARK DR, #603	LAKE GENEVA	WI	53147
ZPRW 00034	KAREN A SMOLLER TRUST		1150 PARK DR #604	LAKE GENEVA	WI	53147
ZPRW 00035	JAIME A PEREZ		1150 PARK DR #605	LAKE GENEVA	WI	53147
ZPRW 00036	JAMES T MAFFIA	KIMBERLY B MAFFIA, ETAL	559 COLE	SOUTH ELGIN	IL	53147
ZPRW 00037	JOHN W SWANSON	KATHRYN SWANSON	1150 PARK DR #701	LAKE GENEVA	WI	53147
ZPRW 00038	KAITLIN M WILLE TRUST		1150 PARK DR #702	LAKE GENEVA	WI	53147
ZPRW 00039	MATTHEW A HADLOCK		1150 PARK DR #703	LAKE GENEVA	WI	53147
ZPRW 00040	MICHAEL L PERONA	JEANNINE A PERONA	1335 E JUNE ST #231	MESA	AZ	85203
ZPRW 00041	MICHAEL R BRUMFIELD		1150 PARK DRIVE #705	LAKE GENEVA	WI	53147
ZPRW 00042	HELENA M ADDAE	JONAS I ADDAE	1150 PARK DR #706	LAKE GENEVA	WI	53147
ZPRW 00043	MICHAEL P ZIDONIS	JOANNE I ZIDONIS	3645 S LOWE AVE	CHICAGO	IL	60609
ZPRW 00044	SAMUEL L RACETTE	MARGARET RACETTE	8805 RIVER PRESERVE	BRADENTON	FL	34212
ZPRW 00045	ELIZABETH J MELCHI		1150 PARK DR #803	LAKE GENEVA	WI	53147
ZPRW 00046	TODD J BROWN		N5792 DELANEY RD	DELAVAN	WI	53115
ZPRW 00047	KRISTI REGNER	JAMES REGNER	469 BRANCH VALLEY DR	DALLAS	GA	30132
ZPRW 00048	BARRY L MULLEN TRUST		1150 PARK DR #806	LAKE GENEVA	WI	53147
ZPRW 00049	DALE A LEIFKER		1150 PARK DR #1101	LAKE GENEVA	WI	53147
ZPRW 00050	CAROLE NEVIN		1150 PARK DR	LAKE GENEVA	WI	53147
ZPRW 00051	JAMES KOLODITCH	LYNN HEBL KOLODITCH	1616 W NEPONSIT DR	VENICE	FL	34293
ZPRW 00052	JENNIFER CASTLEMAN		1150 PARK DR #1104	LAKE GENEVA	WI	53147
ZPRW 00053	ZORA MAE HAWVER WOELKY		1150 PARK DR #1105	LAKE GENEVA	WI	53147
ZPRW 00054	FUS REVOCABLE LIVING TRUST		1150 PARK DR #1106	LAKE GENEVA	WI	53147
ZSWP 00001	SOUTHWIND PRAIRIE II LLC		751 GENEVA PKWY	LAKE GENEVA	WI	53147
ZSWP 00002	SOUTHWIND PRAIRIE II LLC		751 GENEVA PKWY	LAKE GENEVA	WI	53147
ZSWP 00003	SOUTHWIND PRAIRIE II LLC		751 GENEVA PKWY	LAKE GENEVA	WI	53147
ZSWP 00004	SOUTHWIND PRAIRIE II LLC		751 GENEVA PKWY	LAKE GENEVA	WI	53147
ZSWP 00005	SOUTHWIND PRAIRIE II LLC		751 GENEVA PKWY	LAKE GENEVA	WI	53147
ZSWP 00006	SOUTHWIND PRAIRIE II LLC		751 GENEVA PKWY	LAKE GENEVA	WI	53147
ZSWP 00007	SOUTHWIND PRAIRIE II LLC		751 GENEVA PKWY	LAKE GENEVA	WI	53147
ZSWP 00008	SOUTHWIND PRAIRIE II LLC		751 GENEVA PKWY	LAKE GENEVA	WI	53147
ZSWP 00009	SOUTHWIND PRAIRIE IV LLC		751 GENEVA PKWY	LAKE GENEVA	WI	53147
ZSWP 00010	SOUTHWIND PRAIRIE IV LLC		751 GENEVA PKWY	LAKE GENEVA	WI	53147
ZPRW 00056	MCMURR I LLC		414 N ORLEANS ST - STE 610	CHICAGO	IL	60610
ZPRW 00057	MCMURR I LLC		414 N ORLEANS ST - STE 610	CHICAGO	IL	60610
ZPRW 00058	MCMURR I LLC		414 N ORLEANS ST - STE 610	CHICAGO	IL	60610
ZPRW 00059	MCMURR I LLC		414 N ORLEANS ST - STE 610	CHICAGO	IL	60610
ZSWP 00011	SOUTHWIND PRAIRIE IV LLC		751 GENEVA PKWY	LAKE GENEVA	WI	53147
ZSB 00332	SOUTHLAND FARMS LLC		875 TOWNLINE RD - STE 103	LAKE GENEVA	WI	53147
ZSB 00175	SOUTHLAND FARMS LLC		875 TOWNLINE RD - STE 103	LAKE GENEVA	WI	53147
ZSB 00176	SOUTHLAND FARMS LLC		875 TOWNLINE RD - STE 103	LAKE GENEVA	WI	53147
ZSB 00177	SOUTHLAND FARMS LLC		875 TOWNLINE RD - STE 103	LAKE GENEVA	WI	53147
ZSB 00178	SOUTHLAND FARMS LLC		875 TOWNLINE RD - STE 103	LAKE GENEVA	WI	53147
ZSB 00179	SOUTHLAND FARMS LLC		875 TOWNLINE RD - STE 103	LAKE GENEVA	WI	53147
ZSB 00180	SOUTHLAND FARMS LLC		875 TOWNLINE RD - STE 103	LAKE GENEVA	WI	53147
ZSB 00181	SOUTHLAND FARMS LLC		875 TOWNLINE RD - STE 103	LAKE GENEVA	WI	53147
ZSB 00182	SOUTHLAND FARMS LLC		875 TOWNLINE RD - STE 103	LAKE GENEVA	WI	53147
ZSB 00183	SOUTHLAND FARMS LLC		875 TOWNLINE RD - STE 103	LAKE GENEVA	WI	53147
ZSB 00184	SOUTHLAND FARMS LLC		875 TOWNLINE RD - STE 103	LAKE GENEVA	WI	53147
ZSB 00333	SOUTHLAND FARMS LLC		875 TOWNLINE RD - STE 103	LAKE GENEVA	WI	53147
ZSWP 00012	SOUTHWIND PRAIRIE IV LLC		PO BOX 460	LAKE GENEVA	WI	53147
ZSWP 00013	SOUTHWIND PRAIRIE IV LLC		751 GENEVA PKWY	LAKE GENEVA	WI	53147
ZPRW 00055	MCMURR I LLC		414 N ORLEANS ST - STE 610	CHICAGO	IL	60610
ZPRW 00054A	MCMURR I LLC		414 N ORLEANS ST - STE 610	CHICAGO	IL	60610



WORK ORDERED BY -
MC MURR I LLC
414 N. ORLEANS ST, STE 610
CHICAGO, IL 60610

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5686

REVISIONS
07/24/2017
DRAWN BY LB

PROJECT NO.
6269_2017
DATE:
07/24/2017
SHEET NO.
1 OF 1

DECLARATION OF CONDOMINIUM

Document Number

Document Name

THIS DECLARATION OF CONDOMINIUM (“Declaration”), is made this ____ day of _____, 2017, by McMurr I, 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 (“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**

ZPRW 00054A

Parcel Identification Number (PIN)

**ARTICLE II
NAME; DESCRIPTION OF PROPERTY**

2.01 **Name.** The name of the condominium created by this Declaration (“Condominium”) is “Prairie Townhome Condominium.”

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 Prairie Lane, Lake Geneva, WI 53147.

**ARTICLE III
DESCRIPTION OF UNITS**

3.01 **Identification of Units.** The Condominium shall initially consist of thirty-one (31) units (individually, “Unit”; collectively, “Units”), located in the buildings (individually, “Building”; collectively, “Buildings”) identified on the condominium plat attached hereto as Exhibit B and incorporated herein by reference (“Condominium Plat”), together with the Common Elements as described in Article IV, below. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 101, 102, 103, 104, 105, 201, 202, 203, 204, 205, 301, 302, 303, 304, 305, 401, 402, 403, 404, 405, 406, 501, 502, 503, 504, 505, 506, 601, 602, 603, 604, and 605, inclusive, as numbered on the Condominium Plat. The Condominium shall be subject to

expansion as described in Article VI, below. Each owner of a Unit is referred to as a “Unit Owner.” Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

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

- (a) **Upper Boundary.** The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.
- (b) **Lower Boundary.** The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and first floor extended to an intersection with the perimetrical boundaries.
- (c) **Perimetrical Boundary.** The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

3.03 **Additional Items Included as Part of Unit.** The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in Section 3.02, above:

- (a) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.
- (b) Interior lights and light fixtures.
- (c) Cabinets.
- (d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.
- (e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.
- (f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.
- (g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents

from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components and all plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one (1) Unit or another Unit are Common Elements.

3.04 **Unbuilt Units.** The Unit Owners of all Units within any Building not yet constructed shall have the right, at their sole cost and expense, to construct such Building in accordance with the Condominium Plat. Until such Building has been substantially completed, such Unit Owners shall bear the entire cost of construction, maintenance, repair, and insurance of the Building, and shall maintain builder's risk insurance for such Building. Upon substantial completion of any Building, the Unit Owners thereof shall notify the Association (as defined below), at which point such portions of the Building that are Common Elements shall be maintained, repaired, replaced, and insured by the Association, and the costs thereof shall be Common Expenses. A Building shall be considered "substantially complete" if it houses any Unit for which an occupancy permit has been issued.

ARTICLE IV COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 **Common Elements.** The common elements (collectively, "Common Elements") are all of the condominium except for the Units. The Common Elements include, without limitation, the following:

- (a) The Land;
- (b) The paved driveways, private streets, pedestrian walkways, if any, situated on the Land;
- (c) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, common walls between Units, roof trusses, and roofs);
- (d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one (1) Unit;
- (e) Any other portion of the improvements to the Land that is not part of a Unit as described above; and
- (f) Mailbox islands.

4.02 **Limited Common Elements.** Certain Common Elements as described in this section shall be reserved for the exclusive use of the Unit Owners of one (1) or more but less than all of the Units. Such Common Elements shall be referred to collectively as “Limited Common Elements.” The following Common Elements shall be reserved for the exclusive use of one (1) or more Unit Owners as described herein: All sidewalks, access ways, steps, stoops, and decks attached to, leading directly to or from, or adjacent to each Unit.

4.03 **Conflict Between Unit Boundaries; Common Element Boundaries.**

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

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

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

ARTICLE V
PERCENTAGE INTERESTS; VOTING

5.01 **Percentage Interests.** The undivided percentage interest in the Common Elements (“Percentage Interest”) appurtenant to each Unit shall be a percentage equal to one (1) divided by the total number of Units. Each Unit’s Percentage shall be 3.2258%.

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 CONDOMINIUM ASSOCIATION

6.01 **General.** Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Prairie Townhome Condominium 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 Condominium Ownership 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.

6.02 **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 6.03, 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 Condominium Ownership 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) three (3) years from such date, unless the statute governing 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; or (c) thirty (30) days after Declarant's election to waive its right of control.

6.03 **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.

6.04 **Maintenance and Repairs.**

(a) **By Association.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except decks) and 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. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

(b) **By Unit Owner.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), and for the maintenance (but not the repair or replacement of) exterior deck areas appurtenant to the Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01, below. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.07, below.

(c) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required

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

6.05 **Common Expenses.** Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 6.04, above, and administration of the Association shall be deemed to be common expenses (collectively, “Common Expenses”), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

6.06 **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.

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

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

b. Replacement of the siding, roof, and gutters when necessary shall first be paid by levy of a special assessment.

c. 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.

6.08 **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.

6.09 **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.

6.10 **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.

6.11 **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 Condominium Ownership 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 years from the date exterior construction of the Building in which the Unit is located has been completed.

6.12 **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 9.05 and Section 10.05, 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 6.04, above, and Article XIII, 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 Condominium Ownership Act.

6.13 **Common Surpluses**. If the surpluses of the Association (“Common Surpluses”) should be accumulated, other than surpluses in any construction fund as described in Sections 9.06 and 10.06, 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.

6.14 **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.

6.15 **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, community lounges, and housekeeping 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 Owners as a Common Expense. The management contract shall be subject to termination by the Association under Wis. Stat. § 703.35.

ARTICLE VII ALTERATIONS AND USE RESTRICTIONS

7.01 Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and do not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any

portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one (1) or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01, above.

7.02 Separation, Merger, and Boundary Relocation. Boundaries between Units may be relocated upon compliance with § 703.13(6) of the Condominium Ownership Act and with the prior written consent of the Association. A Unit may be separated into two (2) or more units only upon compliance with § 703.13(7) of the Condominium Ownership Act and with the prior written consent of the Association. Furthermore, two (2) or more Units may be merged into a single unit only upon compliance with § 703.13(8) of the Condominium Ownership Act and with the prior written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected.

Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation, or merger shall pay the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the Percentage Interests shall be reallocated as follows:

- (a) In the case of a boundary relocation, the Percentage Interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (“Resulting Unit”), the Percentage Interests of the two (2) Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Units whose boundaries are being adjusted shall be reallocated in the same manner.
- (b) In the case of a Unit separation, the Percentage Interests appurtenant to each Resulting Unit shall be determined as follows: for each Resulting Unit, the Percentage Interest in the original Unit from which the Resulting Unit is created (“Original Unit”) shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be reallocated in the same manner.
- (c) In the case of the merger of two (2) or more Units, the Percentage Interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.
- (d) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

7.03 **Use and Restrictions on Use of Unit.** Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association before the commencement of such use. A Unit shall be deemed to be used for “single-family residential purposes” if it is occupied by no more than one (1) family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two (2) unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

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

- (b) Keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) Handling his or her personal or business records or accounts in his or her Unit; or
- (d) Handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 7.03 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

7.04 **Nuisances**. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 8.01, below. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

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

- (a) The term of any such lease shall not be less than twelve (12) months;
- (b) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same;
- (c) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation; and
- (d) 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 the 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 7.05 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.

7.06 **Signs.** No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one (1) Unit, Declarant. Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

7.07 **Garbage and Refuse Disposal.** No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

7.08 **Storage.** Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or woodpile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

7.09 **Pets.** Pets are permitted in accordance with the current applicable Rules and Regulations.

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

ARTICLE VIII INSURANCE

8.01 **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 IX, below.

8.02 **Public Liability Insurance.** The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least One Million and 00/100 Dollars (\$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.

8.03 **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.

8.04 **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 One Million and 00/100 Dollars (\$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.

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

8.06 **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 IX
RECONSTRUCTION, REPAIR, OR SALE IN
THE EVENT OF DAMAGE OR DESTRUCTION**

9.01 **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 9.01.

(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 9.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

9.02 **Plans and Specifications.** Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

9.03 **Responsibility for Repair.** In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 8.01, 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.

9.04 **Insurance Proceeds and Construction Fund.** Insurance proceeds held by the Association as trustee pursuant to Section 8.01, 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 9.06, below.

9.05 **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.

9.06 **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.

9.07 **Partition and Sale Upon Consent.** If following damage or destruction described in Section 9.01(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 for Walworth County, Wisconsin, 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.

9.08 **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 X CONDEMNATION

10.01 **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 10.02. 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 10.02, 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.

10.02 **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.

10.03 **Plans and Specifications for Condominium.** Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

10.04 **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.

10.05 **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.

10.06 **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.

10.07 **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.

10.08 **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 for Walworth County, Wisconsin, 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 XI MORTGAGEES

11.01 **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.

11.02 **Amendment of Provisions Affecting Mortgagees.** Notwithstanding the provisions of Article XII of this Declaration, neither Section 11.01, 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.

11.03 **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.

11.04 **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 XII AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as Declarant owns any Unit, 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. 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 for Walworth County, Wisconsin, 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.

ARTICLE XIII REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of 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 of Lake Geneva or the County of Walworth 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 VI, 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 VI, 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 XIV GENERAL

14.01 **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 of Lake Geneva and County of Walworth or public or semi-public utility companies, easements and rights-of-way for the erection,

construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

14.02 **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 6.04, 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.

14.03 **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 the agent for service of process specified in Section 14.06, below. 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.

14.04 **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.

14.05 **Access to Condominium by Declarant and Owners of Unbuilt Units.** During any period in which (a) Declarant is constructing any Building or other improvements on the Property; (b) all Unit Owners of Units within a Building are constructing such Building and Limited Common Elements appurtenant to such units; or (c) Declarant is replacing or repairing any Common Elements or Limited Common Elements, then Declarant and such Unit Owners, 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.

14.06 **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.

14.07 **Assignment of Declarant's Rights.** The rights, powers, and obligations of the party named as “Declarant”, as granted by this Declaration, may be assigned pursuant to Wis. Stat. §703.09(4), 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.

14.08 **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.

14.09 **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, but not limited to, 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, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Wis. Stat. § 706.10(7), which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, 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 or Limited 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 I, 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 _____, 2017, the above-named Murray S. Peretz, the manager of McMurr I, 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

DECLARED AREA PARCEL A

LANDS LOCATED IN PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663, RECORDED IN VOLUME 22 ON PAGE 10 AS DOCUMENT NO. 593854; LOCATED IN PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1 OF C.S.M. 3663 AT THE NORTHERLY RIGHT-OF-WAY OF TOWN LINE ROAD; THENCE S 89DEG 54MIN 50SEC W, 198.99 FEET ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE TO AN IRON PIPE STAKE; THENCE CONTINUE, S 00DEG 05MIN 10SEC E, 15.01 FEET; THENCE CONTINUE, S 89DEG 54MIN 50SEC W, 218.94 FEET TO THE EAST LINE OF CERTIFIED SURVEY MAP NO. 1974 (C.S.M. 1974); THENCE ALONG SAID EAST LINE, N 00DEG 05MIN 10SEC W, 318.00 FEET TO THE NORTHEAST CORNER OF SAID C.S.M. 1974 AND THE POINT OF BEGINNING; THENCE S 89DEG 54MIN 50 SEC W, 243.35 FEET TO THE NORTHWEST CORNER OF SAID C.S.M. 1974; THENCE N 00DEG 05MIN 10SEC W, 122.25 FEET; THENCE N 89DEG 54MIN 50SEC E, 70.00 FEET; THENCE N 44DEG 54MIN 50SEC E, 137.95 FEET; THENCE S 56DEG 07MIN 23SEC E, 37.21 FEET; THENCE 66.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 119.00 FEET AND A CHORD WHICH BEARS S 40DEG 00MIN 58SEC E, 66.03 FEET; THENCE S 23DEG 54MIN 32SEC E, 17.37 FEET; THENCE 125.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 244.00 FEET AND A CHORD WHICH BEARS S 09DEG 12MIN 19SEC E, 123.86 FEET; THENCE S 05DEG 29MIN 54SEC W, 10.23 FEET; THENCE S 89DEG 54MIN 50SEC W, 23.09 FEET TO THE POINT OF BEGINNING. CONTAINING 42,313 SQUARE FEET (0.97 ACRES) OF LAND, MORE OR LESS.

DECLARED AREA PARCEL B

LANDS LOCATED IN PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663, RECORDED IN VOLUME 22 ON PAGE 10 AS DOCUMENT NO. 593854; LOCATED IN PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1 OF C.S.M. 3663 AT THE NORTHERLY RIGHT-OF-WAY OF TOWN LINE ROAD; THENCE S 89DEG 54MIN 50SEC W, 198.99 FEET ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE TO AN IRON PIPE STAKE; THENCE CONTINUE, S 00DEG 05MIN 10SEC E, 15.01 FEET; THENCE CONTINUE, S 89DEG 54MIN 50SEC W, 171.20 FEET; THENCE N 00DEG 05MIN 10SEC W, 251.55 FEET; THENCE N 05DEG 29MIN 54SEC E, 73.97 FEET; THENCE 141.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CHORD WHICH BEARS N 09DEG 12MIN 19SEC W, 139.60 FEET; THENCE N 23DEG 54MIN 32SEC W, 17.37 FEET; THENCE 84.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CHORD WHICH BEARS N 40SEC 00MIN 58SEC W, 83.23 FEET; THENCE N 56DEG 07MIN 23SEC W, 54.50 FEET; THENCE 57.79 FEET ALONG THE ARC OF A CURVE

TO THE RIGHT HAVING A RADIUS OF 300.00 FEET AND A CHORD WHICH BEARS N 50DEG 36MIN 17SEC W, 57.70 FEET; THENCE N 45DEG 05MIN 10SEC W, 23.42 FEET; THENCE N 38DEG 39MIN 48SEC E, 178.55 FEET TO THE NORTHEASTERLY LINE OF SAID C.S.M. 3663; THENCE ALONG SAID NORTHEASTERLY LINE, S 48DEG 38MIN 27SEC E, 280.59 FEET; THENCE CONTINUE, S 29DEG 03MIN 47SEC E, 511.18 FEET; THENCE CONTINUE, S 08DEG 33MIN 06SEC W, 119.09 FEET TO THE POINT OF BEGINNING. CONTAINING 203,083 SQUARE FEET (4.66 ACRES) OF LAND, MORE OR LESS.

Tax Key No. ZPRW 00054A

AND

RIGHT OF ACCESS ACROSS ROADWAYS AND THE RIGHT TO CONNECT TO AND/OR USE THE SANITARY AND STORM WATER SEWER SYSTEMS, STREET LIGHTING SYSTEM, DOMESTIC WATER SYSTEM, FIRE PROTECTION SYSTEM AND OTHER NECESSARY SYSTEMS AS CONTAINED IN PARAGRAPH 5.05(G) OF THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND PRAIRIE WIND TOWNHOMES CONDOMINIUM RECORDED ON OCTOBER 28, 2004 AS DOCUMENT No. 621208, AND AMENDED BY FIRST AMENDMENT TO CONDOMINIUM DECLARATION RECORDED ON OCTOBER 20, 2005, AS DOCUMENT No. 657327, AND AMENDED BY SECOND AMENDMENT TO CONDOMINIUM DECLARATION RECORDED ON AUGUST 14, 2006, AS DOCUMENT No. 685123, AND AMENDED BY THIRD AMENDMENT TO CONDOMINIUM DECLARATION OF PRAIRIE WIND TOWNHOMES CONDOMINIUM RECORDED JUNE 24, 2013 AS DOCUMENT No. 865669, AND AMENDED BY FOURTH AMENDMENT TO CONDOMINIUM DECLARATION OF PRAIRIE WIND TOWNHOMES CONDOMINIUM RECORDED ON JUNE 25, 2014 AS DOCUMENT No. 887093. (End of legal description.)

Address: Prairie Lane, Lake Geneva, WI

EXHIBIT B
CONDOMINIUM PLAT

See attached.

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: September 18, 2017

Agenda Item: 10

Applicant:
Mau & Associates LLC.
400 Security Boulevard
Green Bay WI 54313

Request:
Review of the Step 2 Concept Plan
of the proposed Planned Development
1150 S. Wells Street

Represented by:
Steve Bieda
Owner: Himansu Dhyani

Raze existing hotel building and construct
four 8 – unit buildings with two accessory
4 – Stall garage accessory buildings.

Description:

The applicant is submitting a request for the initial Concept Plan (step 2) review of the Planned Development.

Planned Developments are intended to provide more incentives for infill development and redevelopment in areas of the community which are experiencing a lack of significant reinvestment. They are also intended to provide for flexible development standards to accommodate unique sites, mixtures of land uses, or development configurations. This proposed development would create Four – 8 unit apartment dwelling units in addition having two additional enclosed 4 – Stall garage units.

The proposed request to allocate design components under a Planned Development would allow for the flexibilities should they be needed that maybe essential to provide a quality development within the Planed Business zoning whereas the plans submitted meets the Multi-Family – 8 standards related to bulk, landscaping, & parking requirements.

Consistency with the Comprehensive Plan:

Wisconsin law requires all Zoning Map Amendments be consistent with the Comprehensive Plan, and particularly with the Future Land Use Map. This map recommends the Neighborhood Mixed Use as a future land use category for the subject property, including several properties that already are Multi-Family – 8.

The category identified on the map maybe mislabeled for the reasons across the street is identified as “multi-family residential” (which it is multi-family) and have been prior to the adoption of the Comprehensive Plan. Additionally the properties north and south of this proposed development have been Multi-Family Residential buildings for many years as identified on the current zoning map, and the future land use map has the proposed use as Neighborhood Mixed Use in the Comprehensive Plan which does not permit MR-8 land use. These inconsistencies typically arise and are identified when requests occur such as these with older properties when they submit for application on land use changes.

Relation to Base Zoning Standards:

All Planned Developments must explicitly identify any flexibilities being requested from base zoning standards in the most comparable regular zoning district. In this instance, the Multi-Family zoning district provides that comparison zoning district.

1. This proposal would require the zoning change request from the current Planned Business (PB) to Multi-Family - 8 (MR-8) to allow for the multi-family land use.
2. All other zoning requirements are met, or in most cases met with “room to spare”.

Action by the Plan Commission:

At the Plan Commission meeting, the Applicant shall engage in an informal discussion with the Plan Commission regarding the conceptual PD. Appropriate topics for discussion may include any of the information provided in the PD Concept Plan Submittal Packet, or other items as determined by the Plan Commission.

Points of discussion and conclusions reached in this stage of the process shall in no way be binding upon Applicant or the City, but should be considered as informal, non-binding basis for proceeding to the next step. The preferred procedure is for one or more iterations of Plan Commission review of the Concept Plan to occur prior to introduction of the formal rezoning petition which accompanies GDP application.

Staff Review Comments:

If the Plan Commission has a favorable reaction to the proposed Concept Plan (Step 2) for the proposal as presented, staff would recommend giving guidance to the applicant to move forward within the guidelines of the General Development Plan (GDP) Step 3.

Staff Recommendation on the Concept Plan:

1. Staff recommends that the Plan Commission recommend *approval* of the Concept Plan Step 2 as submitted, with the understandings the applicant shall apply to rezone the property to Multi-Family Residential – 8 (MR-8).
2. Combine all tax parcels at this location into one tax parcel.

**APPLICATION FOR ZONING MAP AMENDMENT FOR PLANNED DEVELOPMENT
ZONING INCLUDING GENEVRAL DEVELOPMENT PLAN APPROVAL (PD/GDP) AND
ONE PRECISE IMPLEMENTATION PLAN APPROVAL (PD/PIP)**

Name of Applicant: Mau & Associates, LLP Steve Bieda

Address of Applicant: 400 Security Boulevard

Green Bay, WI 54313

Telephone No. (920) 434-9670

Fax and/or email: (920) 434-9672 sbieda@mau-associates.com

Name of Owner: Himansu Dhyani

Address of Owner: 1150 S Wells Street

Lake Geneva, WI

Telephone No. (262) 248-1060

Fax and/or email: ()

Subject property address and/or complete legal description (use attached sheet if necessary):

See attached.

Current Zoning District: PB (Planned Business)

Fee of \$750.00 payable upon filing application.

8/23/17
Date


Signature of Applicant

P.D.
1150 Wells Street

AGREEMENT FOR SERVICES

REIMBURSABLE BY THE PETITIONER / APPLICANT. The City may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposal coming before the Plan Commission and/or Common Council. The submittal of a development proposal application or petition by a Petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal including any finance charges that may accrue. The City may apply the charges for these services to the Petitioner. The City may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until the Petitioner pays such fees. Review fees which are applied to a Petitioner and which are not paid, may be assigned by the City as a special assessment to the subject property. Petitioner hereby expressly waives any notice and hearing requirements provided in Wis. Stats. § 66.0701 or any additions or amendments to this section. Petitioner further authorizes the City Treasurer or City Clerk to levy and collect review fees and additional fees upon the affidavit of the City Administrator or the Zoning Administrator stating that such fees are reasonable and that payment is overdue. The Petitioner shall be required to provide the City with an executed copy of the following form as a prerequisite to the processing of the development application:

Mau & Associates, as applicant/petitioner for:

Name: Himansu Dhyani

Address: 1150 Wells Street

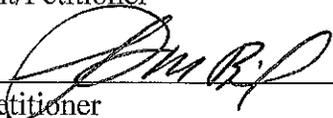
Lake Geneva, WI 53147

Phone: _____

Agrees that in addition to those normal costs payable by an applicant/petitioner (e.g., filing or permit fees, publication expenses, recording fees, etc.), that in the event the action applied or petitioned for requires the City of Lake Geneva, in the judgment of its staff, to obtain additional professional service(s), (e.g., engineering, surveying, planning, legal) than would be routinely available "in house" to enable the City to properly address, take appropriate action on, or determine the same, applicant/petitioner shall reimburse the City for the costs thereof.

Dated this 23rd day of August, 2007.

Steven M. Bieda
Printed name of Applicant/Petitioner


Signature of Applicant/Petitioner

**CITY OF LAKE GENEVA PROCEDURAL CHECKLIST FOR:
PLANNED DEVELOPMENT REVIEW AND APPROVAL (Per Section 98-914)**

This form should be used by the Applicant as a guide to submitting a complete application for a planned development and by the City to process said application. Parts II, III, V, and VII should be used by the Applicant to submit a complete application; Parts I - VIII 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: July 17 Date: 4:00 by: _____
- Follow-up pre-submittal staff meetings scheduled for:
 - Date of Meeting: X Time of Meeting: Aug 21 Date: 4:00 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 \$ 750 received by Zoning Administrator: Date: _____ by: _____
- _____ Reimbursement of professional consultant costs agreement executed: Date: _____ by: _____

**II. APPLICATION SUBMITTAL PACKET REQUIREMENTS
PD PROCESS STEP 1: PRE-APPLICATION**

Step 1 does not require the submittal of an application packet; however, Steps 2-4 do require submittal of all draft and final application packets to the Zoning Administrator prior to Plan Commission review.

- A. **Contact the Zoning Administrator** to place an informal discussion item for the PD on the Plan Commission agenda. No details beyond the name of the Applicant and the identification of the discussion item as a PD is required to be given in the agenda.
- B. **Engage in an informal discussion with the Plan Commission** regarding the potential PD. Appropriate topics may include: location, project themes and images, general mix of dwelling unit types and/or land uses being considered, approximate residential densities, and non-residential intensities, general treatment of natural features, general relationship to nearby properties and public streets, and relationship to the Comprehensive Plan.

NOTE: Points of discussion and conclusions reached in this stage of the process shall in no way be binding upon the Applicant or the City, but should be considered as the informal, non-binding basis for proceeding to the next step.

**APPLICATION SUBMITTAL PACKET REQUIREMENTS
PD PROCESS STEP 2: CONCEPT PLAN**

Prior to submitting the 25 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. Provide Zoning Administrator with draft PD Concept Plan Submittal Packet for determination of completeness prior to placing the proposed PD on the Plan Commission agenda for Concept Plan review. The submittal packet shall contain all of the following items:

X (1) **A location map of the subject property** and its vicinity at 11" x 17", as depicted on a copy of the City of Lake Geneva Land Use Plan Map;

X (2) **A general written description of proposed PD** including:

L General project themes and images;

X The general mix of dwelling unit types and/or land uses;

L Approximate residential densities and non-residential intensities as described by dwelling units per acre, floor area ratio and impervious surface area ratio;

L The general treatment of natural features;

L The general relationship to nearby properties and public streets;

X The general relationship of the project to the Master Plan;

L An initial draft list of zoning standards which will not be met by the proposed PD and the location(s) in which they apply and, a complete list of zoning standards which will be more than met by the proposed PD and the location(s) in which they apply. Essentially, the purpose of this listing shall be to provide the Plan Commission with information necessary to determine the relative merits of the project in regard to private benefit versus public benefit, and in regard to the mitigation of potential adverse impacts created by design flexibility; and,

L (3) **A written description of potentially requested exemption** from the requirements of the underlying zoning district, in the following order:

1. Land Use Exemptions;

2. Density and Intensity Exemptions;

3. Bulk Exemptions;

4. Landscaping Exceptions;

5. Parking and Loading Requirements Exceptions;

L (4) **A conceptual plan drawing** (at 11" x 17") of the general land use layout and the general location of major public streets and/or private drives. The Applicant may submit copies of a larger version of the plan in addition to the 11" x 17" reduction.

**FINAL APPLICATION PACKET INFORMATION
PD PROCESS STEP 2: CONCEPT PLAN**

_____ Receipt of 5 full scale copies in blueline or blackline
of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

_____ Receipt of 25 reduced (8.5" by 11" text and 11" x 17" graphics)
copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

_____ Certification of complete Final Application Packet and
required copies to the Zoning Administrator by City Clerk: Date: _____ by: _____

Mau & Associates, LLP.

Land Surveying & Planning - Civil & Water Resource Engineering

400 Security Boulevard, Green Bay, WI 54313

Phone (920) 434-9670 – Fax (920)434-9672

Website: www.mau-associates.com

August 24, 2017

RE: 1150 South Wells Street Multi Family Planned Development

To Fred Walling – Zoning Administrator, City of Lake Geneva

Mau and Associates, on behalf of Northern Management, is initiating the application process of redeveloping two lots at 1150 South Wells Street. The development team, Northern Management, has already invested substantial resources into neighboring multi family properties at 311-318 E South Street and 1110-1122 S Wells Street recently. Northern Management seeks to continue redevelopment momentum into the neighborhood by transforming a near-blighted property at 1150 S Wells Street to a market rate 32 unit two story multi family development which can bring cohesive land use to the neighborhood.

The development team has a large portfolio of owning and operating apartment homes throughout Wisconsin. Northern Management offers top quality multi family apartment homes and properties and has shown commitment to invest in Lake Geneva. The team is looking to construct one of their newest apartment models which utilizes high quality materials and offers amenities and functions of which appeal to residents and neighbors alike. An example of the model which is proposed is located at Meadowland Villas in Sheboygan. The website address for this property is provided below:

<http://www.wisconsinapartments.biz/p-property.php?city=Sheyboygan&Sheyboygan=4>

Building Features Include

First floor unit private patios

Second floor cathedral ceilings and private balconies

All units have either 1 or 2 stall attached garage

In unit washer and dryer

Tile backsplashes

Deluxe vinyl plank flooring

High definition laminate countertops

Units Include:

1 Bed / 1 Bath / 1 Car Attached Garage

2 Bed / 2 Bath / 1 Car Attached Garage

2 Bed / 2 Bath / 2 Car Attached Garage

Site Statistics

This development projects 32 Units on 2.61 acres equaling 12.26 units / acre. This ratio is less than surrounding multi family development ratios; 14.49 units / acre to the south and 15.25 units / acre to north. However, the ratio gives a good balance to the rest of the established neighborhood insomuch that the scale is not underwhelmingly low in comparison on an urban county highway.

This site plan shows 96 parking stalls. Each building is designed to have 22 attached garage stalls. Each of the eight unit buildings will have (3) two stall garages and (5) one stall garages. Two four unit detached garages near the rear of the property is planned to accommodate residents who seek to have an additional garage stall. Site averages to 3.0 parking stalls / unit.

This parcel lies in neighborhood mixed use, same designation as the neighboring multi family sites to the north and south.

This site plan shows approximately 0.57 impervious surfaceratio in its current configuration. Buildings have been placed within footprint to account for yard setbacks and allot enough land to construct a storm water management pond at the southeast corner of the parcel. The southeast corner makes sense for storm water location as it is the low point of the property and parcel lines are not aligning at 90 degree angles. The acute angle of the southeast lot corner makes building placement less than ideal. Storm water pond sizes have much more flexibility.

Floor area ratio is $52,360 \text{ SF} / 113,964 \text{ SF} = 0.46$

The team is seeking Planned Development status. We are seeking this status because we feel the product which is being proposed make the most sense for the neighborhood. The proposed apartment product has proven to be desirable to people of all ages. We feel the size and scope of the development would tie very well to the existing multi family homes. We acknowledge that two-family residential homes border the western edge of the property. This plan situates buildings to stay within a 30 foot rear yard setback as not to overwhelm the existing homes. Much of the rear property line has an existing tree line. To ensure further visual separation from vehicular lights, a planted dense screening line is proposed along the paved areas.

The site is currently zoned Planned Business (PB). This development is being submitted to be a Planned Development using the framework of Multi-family Residential (MR-8) standards. However, some land use exemptions and density/intensity exemptions are needed in order to meet this zoning district. Current zoning is PB. Multi family is not a permitted use in PB.

Multi family units are 3651 square feet / dwelling unit. MR-8 standards require a minimum of 4500 square feet / dwelling unit.

Density Standards

12.26 Units Per Acre, Max Gross Density is 8.00 within MR-8

Landscaped Green Area = is 0.42. MR-8 requires 0.50

FAR Ratio =0.46. MR-8 requires 0.275

(2) Four stall detached garages are planned for the site. Square footage to total 2300 square feet.

As of the conceptual plan, this development does not foresee any exemptions from MR-8 standards relating to bulk, landscaping, or parking/loading requirement exceptions.

We believe this planned development strengthens the Wells Street corridor and fills in a gap of underused property within the neighborhood. Northern Management has already made a firm commitment to neighboring properties which were in need of reinvestment. This proposal seeks to continue reinvestment along what would be approximately 1000 linear feet of South Wells Street.

Please to consider this development at the forthcoming September Plan Commission meeting

Thank you very much,

Jon LeRoy

CC:

Alan Kupsik - Mayor of the City of Lake Geneva

akupsik@cityoflakegeneva.com

Blaine Oborn – City Administrator

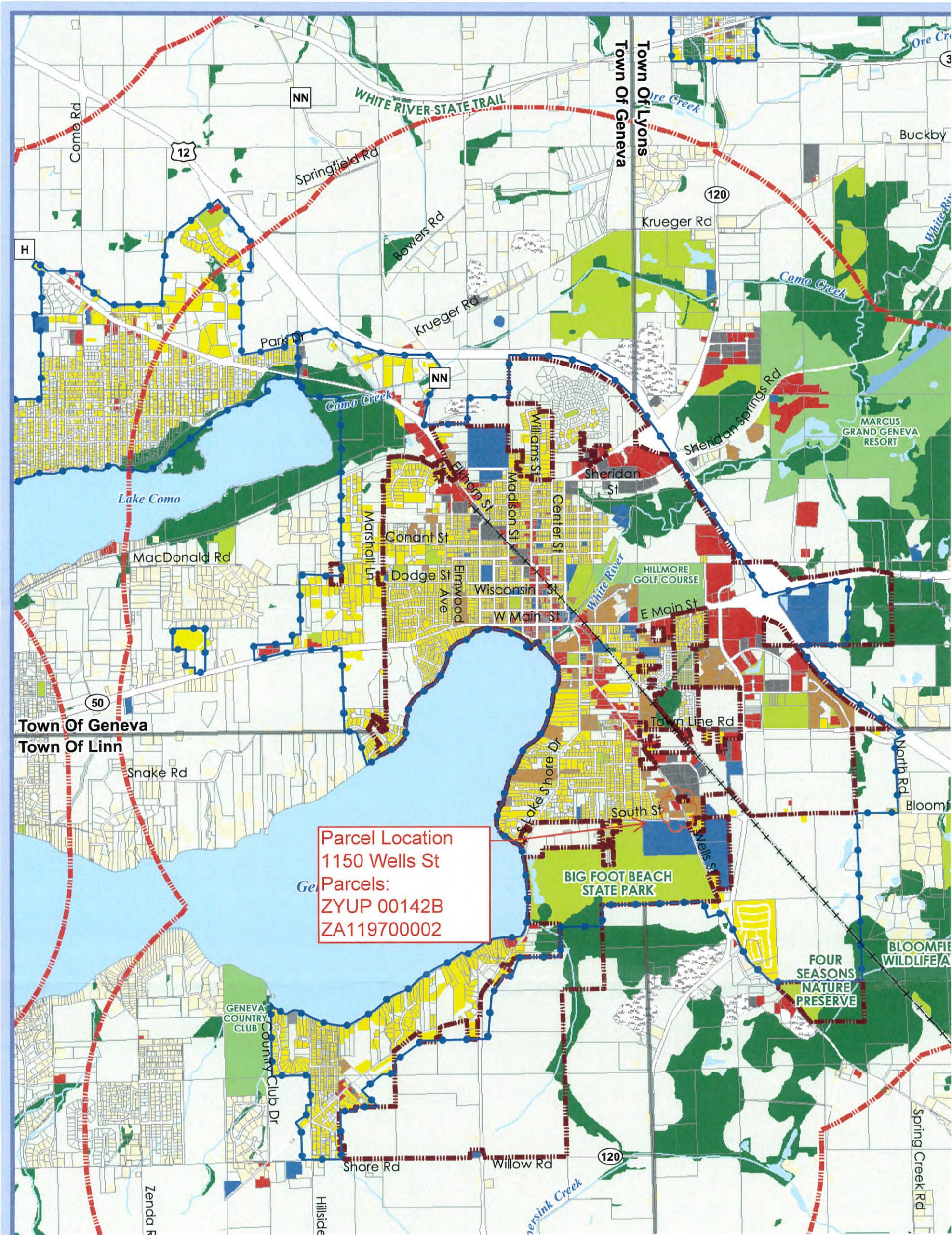
cityadmin@cityoflakegeneva.com

Richard Torhorst – Lake Geneva Development Corporation

torhorstlaw@genevaonline.com

Sal Dimiceli Sr.

sal@sal21.com



Parcel Location
1150 Wells St
Parcels:
ZYUP 00142B
ZA119700002

WHITE RIVER STATE TRAIL

Lake Como

BIG FOOT BEACH STATE PARK

FOUR SEASONS NATURE PRESERVE

MARCUS GRAND GENEVA RESORT

HILLMORE GOLF COURSE

BLOOMFIELD WILDLIFE AREA

Como Rd
Springfield Rd
Bowers Rd
Krueger Rd
Park Dr
Sheridan Springs Rd
MacDonald Rd
Snake Rd
Shore Rd
Willow Rd
Zendra R
Hillside
Wells St
South St
Town Line Rd
E Main St
W Main St
Wisconsin St
Elmwood Ave
Dodge St
Conant St
Marshall Ln
Center St
Madison St
Williams St
Elk Horn St
North Rd
Spring Creek Rd
Buckby

12
50
120

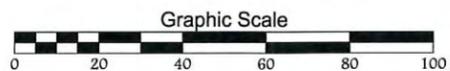
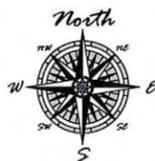
Geneva

Town Of Geneva
Town Of Linn
Town Of Lyons

Geneva Country Club
Geneva Country Club Dr

White River
Como Creek
Ore Creek

Proposed Multi Family Redevelopment Site Layout



SCALE
1"=20'

DRAWN BY
JEL



TAX PARCEL NO. ZPUP 001428, ZN11970002

Layout Option
1150 S Wells

Mau & Associates, LLP
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CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd, Green Bay, WI 54313

Northern Mangement
Lake Geneva

PROJECT NO.
N-6517
SHEET NO.
1 of 2
DRAWING NO.
S-2832



