City of Lake Geneva, 626 Geneva St, Lake Geneva, WI 53147- 262.248.3673- www.cityoflakegeneva.com

CITY OF LAKE GENEVA SPECIAL COMMON COUNCIL
MONDAY, OCTOBER 4, 2021 5:30 P.M.
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members:
Mayor Charlene Klein, Council President, Rich Hedlund, Council Vice President, John Halverson,
Alderpersons: Tim Dunn, Mary Jo Fesenmaier, Cindy Flower, Ken Howell, Shari Straube, and Joan Yunker

CITY HALL WILL BE OPEN TO THE PUBLIC DURING ALL MEETINGS. THE CITY OF LAKE GENEVA IS HOLDING ALL MEETINGS VIRTUALLY AS WELL AS IN PERSON. IF YOU WISH TO LISTEN OR WATCH THE MEETING YOU MAY DO SO BY USING THE FOLLOWING:

1. Links to the City of Lake Geneva's live video stream can be found at www.cityoflakegeneva.com/video
2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free) **Access Code:** 9746153

AGENDA

1. Mayor Klein call the meeting to order

2. Pledge of Allegiance – Alderperson Dunn

3. Roll Call

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 5 minutes

5. Discussion/Action regarding entering into an engineering services contract with Nielsen Madsen and Barber for a construction plan review of Symphony Bay Phase 5 by Fairwyn Homes; Approximate cost of $4,000 to be billed to the developer

6. Adjournment

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the City Clerk's office in advance so the appropriate accommodations can be made.

Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

February 2, 2016

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

RE: Subdivision Review
Southland Farms
NE ¼ Section 6 & NW ¼ Section 5, Township 1 North, Range 18 East
City of Lake Geneva

We appreciate the opportunity to offer our services to the City of Lake Geneva for the above-referenced project. Nielsen Madsen & Barber, S.C. has been performing civil engineering, planning and surveying services for over 61 years in southeastern Wisconsin.

PROJECT UNDERSTANDING

In accordance with your request, we are pleased to present our proposal to provide engineering design review for the Southland Farms Subdivision as designed by Kapur & Associates.

SCOPE OF SERVICES

Our services are limited to review of the grading plans, road plans and storm water management. Our review will be based upon Chapter 66 of the Lake Geneva Ordinances:

DESIGN & PERMITTING SERVICES:

- Review roadway plans, profiles and intersection details to ensure compliance with City requirements.
- Review storm sewer plans, profiles and sizing calculations.

- Review erosion and sediment control plan.
- Review top of foundation and finished yard grades.
- Review side-yard spot grades (master grading plan) per City requirements.
- Review final grade contours for all pavements, lawn areas and retention basins.
- Review the stormwater management plan and wet retention basin design to include the following:
    - ✓ Pre- and post-development storm water runoff calculations.
    - ✓ Design details for the outlet control structure.
    - ✓ WinSLAMM water quality modeling, design and calculations.
    - ✓ Stormwater management report, summary narrative and exhibits.
- Review project specifications and contract documents.

DELIVERABLES

Nielsen Madsen & Barber, S.C. will furnish a review letter recommending changes required to meet the City of Lake Geneva standards. The latter will be addressed to the City with copies to the designer and developer

PROPOSED FEES

Nielsen Madsen & Barber, S.C. will provide the services and tasks as detailed above at our normal hourly rates on a time and material basis with an estimated cost of $7,500.00.

Our Standard Terms and Conditions which is attached as Exhibit A includes our normal hourly rates which will be applicable for this project. I have "budgeted" up to 38 hours for a CE02 (basically an EIT); up to 18 hours for a CE01 (Professional Engineer); up to 8 hours for a principal in charge and up to 4 hours for a Project Assistant (Admin) for the initial review.

SCHEDULE

We propose to initiate work after receipt of written notification to proceed and anticipate the initial review will be complete within ten (10) calendar days.

CLOSING

Thank you for the opportunity to offer our services. We look forward to working with the City of Lake Geneva on this project. Please acknowledge receipt and acceptance of this proposal by signing and returning one copy for our files.

Respectfully submitted,

Mark R. Madsen, P.E., P.L.S.
President

ACCEPTED: CITY OF LAKE GENEVA

BY: _____ DATE: _____

Print Name:_____

Title: _____

File: T:\NMB-Contracts\2016\Proposals - Engineering\2016.0000.00 - Lake Geneva - Southland Farms Subdivision Review.docx

EXHIBIT A
Nielsen Madsen & Barber, S.C.
STANDARD TERMS AND CONDITIONS
(Effective January 1, 2015)

COMPENSATION

Staff Type	Billing Rate/Hr.
Project Manager	$135.00
Civil Engineer I	$102.00
Civil Engineer II	$ 92.00
Civil Engineer III	$ 82.00
CADD Operator	$ 90.00
Professional Land Surveyor I	$122.00
Professional Land Surveyor II	$100.00
Survey Crew Chief	$ 92.00
Survey Assistant	$ 64.00
Survey Line & Grade Specialist	$ 76.00
Construction Services Manager	$103.00
Field Engineer I	$ 99.00
Field Engineer II	$ 88.00
Construction Technician I	$ 72.00
Construction Technician II	$ 66.00
Construction Technician III	$ 58.00
Project Assistant	$ 54.00

REIMBURSABLE EXPENSES

Reimbursable expenses will be charged at cost plus a five percent (5%) service charge. Such expenses shall include, but not be limited to, travel, reproduction, shipping/delivery charges, document retrieval fees, sub-consultant and subcontractor fees, permitting & recording fees, specialized equipment rental and other specialized supply costs directly related to the execution of the specific project. Fixed rate reimbursable expenses will be charged as follows:

Travel (mileage)	$0.54 / mile
Overnight/Courier Delivery	Actual Cost
Recorded Document Retrieval	Actual Cost
All Terrain Vehicle (ATV) Usage	$40.00 / hour
Global Positioning System (GPS) Usage	$40.00 / hour
Specialized Materials as Requested by Client	Actual Cost

Copy Charges (per sheet)	Black & White	Color
8.5" x 11"	$0.10	$0.15
8.25" x 14	$0.10	$0.20
11" x 17"	$0.15	$0.30
12" x 18"	$0.15	$0.30
18" x 24"	$1.00	$3.00
22" x 34"	$1.75	$5.00
24" x 36"	$2.00	$6.00
30" x 42"	$3.00	$8.80
36" x 36"	$3.00	$9.00
36" x 48"	$5.00	$10.00

INVOICING

All projects will be invoiced for the work performed to date every 30 days. Payment in full of the invoiced amount is to be made upon receipt. Unpaid invoices will be considered delinquent after 30 days and will accrue interest charges of 1½% per month, beginning from the date of the invoice. Lien notices will be sent out for any invoices remaining unpaid after 60 days.

LIEN RIGHTS

In order to comply with Wisconsin Statute 779.02 regarding notice to preserve lien rights, the following statutory notice is served upon the Owner/Owner's representative and is made a part of this proposal and/or contract: As required by the Wisconsin construction lien law, Nielsen Madsen & Barber, S.C. hereby notifies Owner/Owner's representative that persons or companies furnishing labor or materials for design / development or construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Nielsen Madsen & Barber, S.C., are those who contract directly with the Owner or those who give notice within 60 days after they first furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any.

Nielsen Madsen & Barber, S.C. agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

LIMITATION OF COSTS

Nielsen Madsen & Barber, S.C. (NMB) will not be obligated to continue providing services or incur costs beyond the agreed upon fee unless Client agrees in writing to a revised cost.

CLIENT'S RESPONSIBILITIES

Client shall arrange for access to and make all provisions for NMB personnel to enter upon private and public property as required for NMB to perform services under this Agreement.

Client shall provide NMB with all available information regarding this project as required. NMB shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however, NMB assumes no responsibility or liability for their completeness or accuracy.

COST OPINIONS

Any cost opinions or project economic evaluations provided by NMB will be on the basis of experience and judgment, but, because NMB has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

STANDARD CARE

The services provided by NMB under this Agreement will be performed as reasonably required in accordance with generally accepted standards for services as offered in the proposal for this project at the time and the place were the services are performed.

INSURANCE

Throughout the duration of the project, NMB will procure and maintain the following insurance:

Liability	Limits of Liability
Worker's Compensation and Employer's Liability	$ 500,000 / incident
Comprehensive General Liability	$1,000,000 / Occurrence
Comprehensive General Liability	$2,000,000 / Aggregate
Professional Liability	$2,000,000 / Occurrence
Automobile Liability	$1,000,000 / Accident
Umbrella Liability	$5,000,000 / Occurrence
Umbrella Liability	$5,000,000 / Aggregate

Within the limits of this insurance, NMB agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents or subcontractors of NMB. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, NMB's cost of obtaining such coverage, limits or certificates shall be reimbursable by the Client.

TERMINATION

The Client shall within thirty (30) days of termination remunerate NMB for services rendered and costs reasonably incurred, in accordance with NMB's fee schedule. Costs shall include those incurred up to the time of termination.

10. Public Hearing and recommendation on a Planned Development (PD) for a new residential Final Plat and onsite club house/amenity center for Symphony Bay, filed by Taylor Morrison of Illinois, Inc., 1834 Walden Office Square, Suite 300, Schaumburg, Illinois 60173 for property located South of Townline Road, North of Bloomfield Road and East of Edwards Blvd. Lake Geneva, WI 53147, formally known as Southland Farms Subdivision, Tax Key No's to be assigned.

DISCUSSION

Rick Zirk of Taylor Morrison gave an overview of the application details, including a power point slide show and there was a discussion with the Commission to clarify several points of interest and concern. City Planner Slavney provided a letter dated February 15, 2016 with 8 items for review and compliance by the applicant regarding the zoning flexibility for the single family lots in Symphony Bay. Specifying that the approval of those items of zoning flexibility for the Duplex lots should wait until specific floor plans and the resulting required setbacks are submitted for City approval. Several items were discussed as conditional approvals for a final motion including but not limited to garage setbacks, further staff review of the recreation center and engineering review of steep drainage ditch slopes, etc.

PUBLIC SPEAKER #1 –Terri O'Neill, 954 George Street, LG

O'Neill voiced his density concerns with regards to the lots being too small.

PUBLIC SPEAKER #2 –? Shroeder, 1151 Townline Rd - Unit 101, LG

Shroeder voiced his concerns of what the existing Towline Road area will look like after this development goes in.
Shroeder also questioned where the construction entrances would be? (Reply – Bloomfield Rd)
In addition he brought up concerns regarding the dangers at the intersections at Townline Road and the need for a traffic light.

MOTION #8

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

MOTION #9

Kupsik/Skates moved to approve recommendation on a Planned Development (PD) for a new residential Final Plat and onsite club house/amenity center for Symphony Bay, filed by Taylor Morrison of Illinois, Inc., 1834 Walden Office Square, Suite 300, Schaumburg, Illinois 60173 for property located South of Townline Road, North of Bloomfield Road and East of Edwards Blvd. Lake Geneva, WI 53147, formally known as Southland Farms Subdivision, Tax Key No's to be assigned, including recommendations contained in letters from Nielson Madsen & Barber S.C. dated February 10, 2016, Kapur & Associates dated February 12, 2016 and Vanderwalle & Associates dated February 15, 2016, the condition that the Final Building Plans for the Club House / Amenity Center and Duplex Units be approved by the Plan Commission at a future meeting, the Subdivision entrance signs be set back from the property line a distance equal to the height of the sign, a note be added to the Plat stating that garages will be equal or set back from the building/porch front plane, and final approval from Nielson Madsen & Barber S.C. for the grading and storm water management plans. *(Letters mentioned in this motion are attached to these minutes.)*

Amendment by Mayor Connors/Flower to have both sets of engineering firms review the slope of the East West running drainage ditches and to limit all construction traffic to the entrance on Bloomfield Rd. The amendment carried unanimously.

The original motion incorporating the above amendment carried unanimously 5/0

11. Adjournment

MOTION #11

Skates/Flower moved to adjourn the meeting at 8:10 pm. The motion carried unanimously.

/s/Jackie Gregoles, B&Z Administrative Assistant

THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED BY THE PLAN COMMISSION

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

MINUTES

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

2. **Roll Call**

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

3. **Approve Minutes of December 21, 2015 Plan Commission meeting as distributed.**

   MOTION #1
   Kupsik/Skates moved to approve the minutes of December 21, 2015 Plan Commission meeting as distributed.
   The motion carried unanimously.

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

5. **Acknowledgment of Correspondence.** - None

6. **Downtown Design Review.**

   A. **Application by Elizabeth Chappell for Americuts, 511 Broad Street, Lake Geneva, WI 53147 for a new exterior menu board sign on the storefront at Tax Key No. ZOP 00029.**

      DISCUSSION
      Inspector Robers gave an overview of the application details and there was a brief discussion with the Commission.

      MOTION #2
      Kupsik/Flower moved to approve the application by Elizabeth Chappell for Americuts, 511 Broad Street, Lake Geneva, WI 53147 for a new exterior menu board sign on the storefront at Tax Key No. ZOP 00029.
      The motion carried unanimously.

   B. **Application by Elizabeth Chappell for Lake Geneva Art Museum, 513 Broad Street, Lake Geneva, WI 53147 for a new exterior menu board sign on the storefront at Tax Key No. ZOP 00029.**

      DISCUSSION
      Inspector Robers gave an overview of the application details and there was a brief discussion with the Commission.

      MOTION #3
      Kupsik/Flower moved to approve the application by Elizabeth Chappell for Lake Geneva Art Museum, 513 Broad Street, Lake Geneva, WI 53147 for a new exterior menu board sign on the storefront at Tax Key No. ZOP 00029.
      The motion carried unanimously.

7. **Review and Recommendation on an Application for Site Plan Review for landscape alteration filled by Dan Winkler, City of Lake Geneva, 626 Geneva Street, Lake Geneva, WI 53147 for the front lawn and fountain area at the Riviera, 812 Wrigley Drive.**

DISCUSSION

Dan Winkler/City of Lake Geneva and Jim Cruthers/Grand Geneva gave an overview of the application details and there was a brief discussion with the Commission. For the record the Mayor stated that he is a member of the Beautification Committee but the city attorney Dan Draper does not see this as a conflict of interest for voting purposes.

MOTION #4

Kupsik/ Frederick moved to approve the application for Site Plan Review for landscape alteration filled by Dan Winkler, City of Lake Geneva, 626 Geneva Street, Lake Geneva, WI 53147 for the front lawn and fountain area at the Riviera, 812 Wrigley Drive, and to include any staff recommendations. The motion carried unanimously.

8. **Public Hearing and recommendation on a Conditional Use Application filed by Liquid Capital dba Melges Car Wash, 1100 S Edwards Blvd., Lake Geneva, WI 53147, for the installation of an electronic message center on a freestanding monument sign located at 1100 S Edwards Blvd., Tax Key No. ZA456600003.**

DISCUSSION

Hans Melges owner and applicant gave an overview of the application details and there was a brief discussion with the Commission. The new sign will have the ability to be tied to the city for bad weather alerts or police amber alerts. Melges suggested that this should be a consideration for any LED lighted signs that go up in the city as it is a nice safety feature.

PUBLIC SPEAKERS – None

MOTION #5

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

MOTION #6

Kupsik/ Mayor Connors moved to approve the recommendation on a Conditional Use Application filed by Liquid Capital dba Melges Car Wash, 1100 S Edwards Blvd., Lake Geneva, WI 53147, for the installation of an electronic message center on a freestanding monument sign located at 1100 S Edwards Blvd., Tax Key No. ZA456600003 and to include any finding of facts and staff recommendations. The motion carried unanimously.

9. **Review and Recommendation on an Application for Land Division Review for a Certified Survey Map submitted by GPC Real Estate LLC, PO Box 400, Libertyville, IL 60048 for land located Wells Street and North Bloomfield Road, Lake Geneva, WI 53147, Tax Key Nos. ZGM 00001 thru ZGM 00109.**

DISCUSSION

Inspector Robers gave an overview of the application details and there was a brief discussion with the Commission.

MOTION #7

Kupsik/Skates moved to approve recommendation on the application for Land Division Review for a Certified Survey Map submitted by GPC Real Estate LLC, PO Box 400, Libertyville, IL 60048 for land located Wells Street and North Bloomfield Road, Lake Geneva, WI 53147, Tax Key Nos. ZGM 00001 thru ZGM 00109, to include all staff recommendations.
The motion carried unanimously.

10. Public Hearing and recommendation on a Planned Development (PD) for a new residential Final Plat and onsite club house/amenity center for Symphony Bay, filed by Taylor Morrison of Illinois, Inc., 1834 Walden Office Square, Suite 300, Schaumburg, Illinois 60173 for property located South of Townline Road, North of Bloomfield Road and East of Edwards Blvd. Lake Geneva, WI 53147, formally known as Southland Farms Subdivision, Tax Key No's to be assigned.

DISCUSSION

Rick Zirk of Taylor Morrison gave an overview of the application details, including a power point slide show and there was a discussion with the Commission to clarify several points of interest and concern. City Planner Slavney provided a letter dated February 15, 2016 with 8 items for review and compliance by the applicant regarding the zoning flexibility for the single family lots in Symphony Bay. Specifying that the approval of those items of zoning flexibility for the Duplex lots should wait until specific floor plans and the resulting required setbacks are submitted for City approval. Several items were discussed as conditional approvals for a final motion including but not limited to garage setbacks, further staff review of the recreation center and engineering review of steep drainage ditch slopes, etc.

PUBLIC SPEAKER #1 –Terri O'Neill, 954 George Street, LG

O'Neill voiced his density concerns with regards to the lots being too small.

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Shroeder voiced his concerns of what the existing Towline Road area will look like after this development goes in.
Shroeder also questioned where the construction entrances would be? (Reply – Bloomfield Rd)
In addition he brought up concerns regarding the dangers at the intersections at Townline Road and the need for a traffic light.

MOTION #8

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

MOTION #9

Kupsik/Skates moved to approve recommendation on a Planned Development (PD) for a new residential Final Plat and onsite club house/amenity center for Symphony Bay, filed by Taylor Morrison of Illinois, Inc., 1834 Walden Office Square, Suite 300, Schaumburg, Illinois 60173 for property located South of Townline Road, North of Bloomfield Road and East of Edwards Blvd. Lake Geneva, WI 53147, formally known as Southland Farms Subdivision, Tax Key No's to be assigned, including recommendations contained in letters from Nielson Madsen & Barber S.C. dated February 10, 2016, Kapur & Associates dated February 12, 2016 and Vanderwalle & Associates dated February 15, 2016, the condition that the Final Building Plans for the Club House / Amenity Center and Duplex Units be approved by the Plan Commission at a future meeting, the Subdivision entrance signs be set back from the property line a distance equal to the height of the sign, a note be added to the Plat stating that garages will be equal or set back from the building/porch front plane, and final approval from Nielson Madsen & Barber S.C. for the grading and storm water management plans. *(Letters mentioned in this motion are attached to these minutes.)*

Amendment by Mayor Connors/Flower to have both sets of engineering firms review the slope of the East West running drainage ditches and to limit all construction traffic to the entrance on Bloomfield Rd. The amendment carried unanimously.

The original motion incorporating the above amendment carried unanimously 5/0

11. Adjournment

MOTION #11

Skates/Flower moved to adjourn the meeting at 8:10 pm. The motion carried unanimously.

/s/Jackie Gregoles, B&Z Administrative Assistant

THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED BY THE PLAN COMMISSION

Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

February 10, 2016

Mr. Tom Foht, City Engineer
City of Lake Geneva
626 Geneva Street.
Lake Geneva, WI 53147

RE: Symphony Bay Subdivsion
Lake Geneva, Wisconsin

Dear Mr. Foht:

We have reviewed the Site Grading, Erosion Control and Drainage plans dated January 12, 2016 along with the Stormwater Management Plan dated December 29, 2015 for the Symphony Bay Subdivision in Lake Geneva in accordance with Chapter 66 and 78 of the Lake Geneva Ordinances and the "Engineering Design Standards". Our comments are limited to the above items. We did not review the subdivision plat, the sanitary sewer or watermain plans. We were not provided project specifications or storm sewer design calculations so these items were likewise not reviewed. The following comments are based upon our review:

STORM WATER MANAGEMENT PLAN

Runoff from drainage Areas 1 and 2 should be the identical from the pre-developed to post-developed conditions.

Include the Tc information on the proposed conditions storm water drainage exhibit (SWMP 2).

Provide the retention basin routing calculations for the 100-year plugged conditions through the emergency overflow.

a. Verify that the Class 1, Type B Coconut Mat meets the overflow discharge velocity.

The proposed retention basin design has a high water fluctuation (8.3') with little freeboard (0.2'). Recommend reducing the fluctuation as allowable and increase the freeboard to a minimum of one foot (1.0') from the 100-year storm event to the invert elevation of the emergency overflow.

The retention basin outlet velocities are very high (>12 fps) and the outlet is very close to the subdivision's easterly property line (±20') and an offsite wetland / pond area. Recommend reconfiguring the discharge location to dissipate energy prior to leaving the property.

Provide rip rap sizing calculations for the 36" diameter retention basin discharge pipe.

Because the retention berm is constructed mostly from fill, ensure that the retention basin berm is able to withstand the high water elevation.

Provide a minimum of one foot (1.0') of depth from the bottom deck of the retention basin outlet control structure to the 100-year storm elevation.

Recommend tie bolting together the last three (3) pipe sections for all outlet storm sewers. Provide tie bolt detail.

Provide the sedimentation basin calculations for the initial grading phase of the site.

SUBDIVISION PLANS ("TD" SHEETS) General Comments

Provide typical details for all types of storm sewer catch basins and storm manholes.

SHEET TD-1

- Benchmarks are listed. Indicate location on an overall plan (perhaps PH-1).

SHEET TD-2

- Underdrains are listed as unperforated. Details on TD-9 indicate both perforated and unperforated underdrains. Please clarify.

SHEETS TD-3 thru TD-8

- No Comments

SHEET TD-9

- Details indicate both perforated and unperforated underdrains. Please clarify.

SHEET TD-10 and TD-11

- No Comments

SHEET TD-12

- Pond slopes below the safety shelf are 3:1. The maximum allowable slope is 4:1 (at least to a depth of six feet (6.0') below normal water level).
- The "back" slope of the pond is shown at 3:1. The maximum allowable is 4:1.

SHEET IN-1 and PH-1

- No Comments

GRADING PLANS ("GP" SHEETS) General Comments

It appears that the lowest adjacent grades for lot lines from the finished yard grade are intended to be 0.5 feet. There are numerous instances where the lowest adjacent yard grade is approximately an inch lower than 0.5 feet. The yard grades should be adjusted to 0.5 feet or the standard adjusted to 0.4 feet below finished yard grade.

The designation of "L/O" and "W/O" should be in a legend (4.0 feet for L/O and 9.0 feet for W/O) or simply add the additional grade to each lot pad. This way there is no confusion when it comes time to build and permits are being submitted.

Many references to match lines are missing or erroneous (i.e. G-5 instead of GP-5).

SHEET GP-1

- The lot grade for Lot 18 is higher than Lot 17 even though Lot 18 is at the low point of the road.
- The slopes on the ditch behind Lots 1 - 5 exceed 4:1.
- The slopes on the ditch behind Lots 24 - 26 exceed 4:1.
- There is a swale in the back yard of Lots 287 - 288. It is generally preferred to keep the swales on the lot lines so that owners do not fill them in.
- The slopes for the "hole" behind Lots 189 - 190 exceed 4:1.
- Verify intersection grades at the southeast corner of Bowling Way and Capella Way and the southeast corner of Capella Way and Gallant Drive. They appear to be too flat (< 0.5%).
- Storm sewer on Lots 81 - 85 may not be within the easement as it is not following or parallel to the lot lines.

SHEET GP-2

- The slopes on the ditch behind Lots 176 - 178 and 187 exceed 4:1.
- There is over 300 feet between inlets on Ballad Drive and Rossini Drive. Provide calculations indicating these inlets are "capturing" enough of the drainage and not bypassing too much to the next downstream inlet.

- The slopes on the ditch, to the Endwall, behind Lots 315 and 330 exceeds 4:1.
- Verify intersection grades at the northeast corner of Ballad Drive and Harmony Way (West intersection) and the northwest corner of Ballad Drive and Harmony Way (East intersection) and the "cul-de-sac" of Harmony Way. They appear to be too flat (< 0.5%).

SHEET GP-3

- The slopes for both ponds exceed 4:1.
- The back slopes outside the proposed trail system exceed 4:1.
- Add the High Water Elevation to the pond.
- Raise the lot grades for Lots 166 and 167 so that the basement elevation will be two feet (2.0') above the high water elevation (per Design Standards).
- Verify there is a minimum one percent (1%) slope on the North side of Lot 167.

SHEET GP-4

- The slopes behind Lots 25 and 26 exceed 4:1.
- There is over 300 feet between inlets on Bowling Way. Provide calculations indicating these inlets are "capturing" enough of the drainage and not bypassing too much to the next downstream inlet.
- The spot grades between Lots 261 and 262 are missing.
- The FYG and TOW grades are missing from Lot 273.
- Verify intersection grades at the northwest corner of Bowling Way and Gallant Drive, the southeast corner of Cadence Circle and Soprano Drive and the northeast corner of Debussy Drive and Soprano Drive. They appear to be too flat (< 0.5%).

SHEET GP-5

- Verify there is a minimum one percent (1%) slope South of Lot 225 and that this drainage is intended to drain from the back of curb down the rear lot line.
- Verify intersection grades at the northeast corner of Harmony Way and Cadence Circle, the northeast corner of Rossini Drive and Harmony Way, the northeast corner of Beethoven Drive and Sonata Way and the northwest corner of Sonata Way and Harmony Way. They appear to be too flat (< 0.5%).

SHEET GP-6

- The slopes South and East of the Recreation / Amenity Center site and Lift Station exceed 4:1.
- Verify intersection grades at the southeast corner of Cadence Circle and Canon Drive. They appear to be too flat (< 0.5%).

SHEET GP-7

- Verify the drainage between Lots 225 and 53 is intended to drain from the back of curb down the rear lot lines.

SHEET GP-8

- The slopes South and East of the Recreation / Amenity Center site and Lift Station exceed 4:1.

SHEET GP-9

- The spot grade between Lots 155 and 156 is higher than the FYG for Lot 156.

ROAD AND STORM SEWER PLANS ("RS" SHEETS) General Comments

The storm sewer system cannot be reviewed at this time as calculations were not provided.

Indicate the location of detectable warning fields in the sidewalk at all road crossings.

The vertical curve "K" values need to be adjusted to meet the City of Lake Geneva's minimum requirements for either minor or collector streets.

Please contact me if there any questions or concerns.

Very truly yours,

Mark R. Madsen, P.E., P.L.S.

MRM/alj

Cc: Daniel M. Janke, Kapur & Associates
Paul VanHenkelum, Kapur & Associates
Gregory L. Governatori, Kapur & Associates

File 2016 docs/2016.0011.01/Correspondence/ Review Letter to KAPUR(2-10-2016)

KAPUR & ASSOCIATES
CONSULTING ENGINEERS

we listen. we innovate. we turn your vision into reality.

February 12th, 2016

Mr. Ken Robers
Building & Zoning Administrator
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53182

RE: **Symphony Bay Subdivision**
Lake Geneva, Wisconsin

Dear Mr. Robers:

Kapur & Associates, Inc. has received the review comments from Nielsen Madsen & Barber S.C. for Symphony Bay Subdivision and we have the following responses to those comments. The Construction Plans and Storm Water Management Plan will be revised accordingly and resubmitted for final approval. The comments from the letter have been reproduced in their original format with our responses to each comment written below.

STORM WATER MANAGEMENT PLAN

Runoff from drainage Areas 1 and 2 should be the identical from the pre-developed to post-developed conditions.
While the overall drainage area and runoff curve numbers are identical for both sub-catchments in the proposed and existing conditions, the routing through the proposed development is included in the time of concentration calculations, resulting in an increased peak runoff rate in the proposed condition.

Include the Tc information on the proposed conditions storm water drainage exhibit (SWMP 2).
The Tc information has been added to the proposed conditions exhibit SWMP 2.

Provide the retention basin routing calculations for the 100-year plugged conditions through the emergency overflow.

a. Verify that the Class 1, Type B Coconut Mat meets the overflow discharge velocity.

With a plugged condition, the spillway has a discharge rate of 49.75 cfs at a velocity of 1.94 fps and a depth of flow of 0.51'. This correlates to a shear stress of 7.9 lbs/sf. The Class III Type D currently specified will function at the spillway, however heavy duty rip rap will be added to the the back side of the berm to protect the slope.

The proposed retention basin design has a high water fluctuation (8.3') with little freeboard (0.2'). Recommend reducing the fluctuation as allowable and increase the freeboard to a minimum of one foot (1.0') from the 100-year storm event to the invert elevation of the emergency overflow.
The concrete weir in the outlet control structure has been lowered 1' to allow for a little over 1' of freeboard between the 100 year peak elevation and the emergency spillway elevation.

The retention basin outlet velocities are very high (>12 fps) and the outlet is very close to the subdivision's easterly property line (±20') and an offsite wetland / pond area. Recommend reconfiguring the discharge location to dissipate energy prior to leaving the property.
The discharge pipe angle will be adjusted to allow for adequate energy dissipation.

Provide rip rap sizing calculations for the 36" diameter retention basin discharge pipe.
Rip Rap sizing calculations will be provided.

Because the retention berm is constructed mostly from fill, ensure that the retention basin berm is able to withstand the high water elevation.
Embankment is to be placed in compacted lifts per the State Standard Specifications. A Clay liner is required up to the 100 year peak elevation and a clay anti-seep collar is required at the outlet pipe trench.

Provide a minimum of one foot (1.0') of depth from the bottom deck of the retention basin outlet control structure to the 100-year storm elevation.
The bottom of the concrete deck will be 875.00 and the 100 year peak elevation with the revised outlet structure will be 873.97 allowing for 1.03' of seperation.

Recommend tie bolting together the last three (3) pipe sections for all outlet storm sewers. Provide tie bolt detail.
A Tie Bolt Detail will be added to the plans.

Provide the sedimentation basin calculations for the initial grading phase of the site.
Sedimentation Basin calculations have been completed per Technical Standard 1064 and will be provided.

SUBDIVISION PLANS ("TD" SHEETS) General Comments

Provide typical details for all types of storm sewer catch basins and storm manholes.
These details were already provided on sheets TD-9 and TD-10.

SHEET TD-1

- Benchmarks are listed. Indicate location on an overall plan (perhaps PH-1).
  Locations of project benchmarks will be added to the Index Sheet IN-1.

SHEET TD-2

- Underdrains are listed as unperforated. Details on TD-9 indicate both perforated and unperforated underdrains. Please clarify.
  The notes on the details have been revised to indicate only unperforated underdrains. There are no perforated underdrain proposed.

SHEETS TD-3 thru TD-8

- No Comments

SHEET TD-9

- Details indicate both perforated and unperforated underdrains. Please clarify.
  The notes on the details have been revised to indicate only unperforated underdrains. There are no perforated underdrain proposed.

SHEET TD-10 and TD-11

- No Comments

SHEET TD-12

- Pond slopes below the safety shelf are 3:1. The maximum allowable slope is 4:1 (at least to a depth of six feet (6.0') below normal water level).
  Flatter slopes beneath the spillway will result in warmer water temperatures and increased algae growth. The DNR Technical Standard 1001 states that the maximum allowable slope is 2:1.
- The "back" slope of the pond is shown at 3:1. The maximum allowable is 4:1.
  The maximum allowable slope for the back of berm is 2:1 per DNR Technical Standard 1001. A 3:1 slope was used in some areas to minimize the impacts to the existing trees along the eastern property line.

SHEET IN-1 and PH-1

- No Comments

GRADING PLANS ("GP" SHEETS) General Comments

It appears that the lowest adjacent grades for lot lines from the finished yard grade are intended to be 0.5 feet. There are numerous instances where the lowest adjacent yard grade is approximately an inch lower than 0.5 feet. The yard grades should be adjusted to 0.5 feet or the standard adjusted to 0.4 feet below finished yard grade.
The standard is 0.5 feet. The discrepancies are likely due to the rounding of the FYG to the nearest tenth of a foot. We will adjust any FYG's that are less than 0.5' above the sideyard.

The designation of "L/O" and "W/O" should be in a legend (4.0 feet for L/O and 9.0 feet for W/O) or simply add the additional grade to each lot pad. This way there is no confusion when it comes time to build and permits are being submitted.
The legend has been revised accordingly.

Many references to match lines are missing or erroneous (i.e. G-5 instead of GP-5).
Match lines have been revised accordingly.

SHEET GP-1

- The lot grade for Lot 18 is higher than Lot 17 even though Lot 18 is at the low point of the road.
  The FYG for lot 18 is revised to 895.6.
- The slopes on the ditch behind Lots 1 - 5 exceed 4:1.
  The back slope of the ditch is at 3:1 to avoid additional tree removal. Slope is 4:1 within the lot area.
- The slopes on the ditch behind Lots 24 - 26 exceed 4:1.
  Slopes are adjusted to 4:1.
- There is a swale in the back yard of Lots 287 - 288. It is generally preferred to keep the swales on the lot lines so that owners do not fill them in.
  The swale will be shifted to the rear of the lots.
- The slopes for the "hole" behind Lots 189 - 190 exceed 4:1.
  The back slope is at 3:1 to avoid wetland impacts.
- Verify intersection grades at the southeast corner of Bowling Way and Capella Way and the southeast corner of Capella Way and Gallant Drive. They appear to be too flat (< 0.5%).
  The curb grades will be adjusted to assure a minimum of 0.5%.
- Storm sewer on Lots 81 - 85 may not be within the easement as it is not following or parallel to the lot lines.
  The storm sewer is within the easement area. It does not fall directly on the lotline as we are trying to reduce the amount of structures needed.

SHEET GP-2

- The slopes on the ditch behind Lots 176 - 178 and 187 exceed 4:1.
  Slopes are adjusted to 4:1.
- There is over 300 feet between inlets on Ballad Drive and Rossini Drive. Provide calculations indicating these inlets are "capturing" enough of the drainage and not bypassing too much to the next downstream inlet.
  Under the design event, less than ½ of the lane is inundated. Bypass flows to sag points on Rossini and Ballad provide less than ½ of the lane inundation.
- The slopes on the ditch, to the Endwall, behind Lots 315 and 330 exceeds 4:1.
  Steeper slopes are required here to allow for adequate cover over the concrete flared end section. We will flatten the slope down to the top of end section.
- Verify intersection grades at the northeast corner of Ballad Drive and Harmony Way (West intersection) and the northwest corner of Ballad Drive and Harmony Way (East intersection) and the "cul-de-sac" of Harmony Way. They appear to be too flat (< 0.5%).
  The curb grades will be adjusted to assure a minimum of 0.5%.

SHEET GP-3

- The slopes for both ponds exceed 4:1.
  The interior pond slopes are 4:1 with the exception of the area beneath the safety shelf as discussed in previous response.

- The back slopes outside the proposed trail system exceed 4:1.
  A maximum of 3:1 slope was used to minimize impacts to the trees along the property line. Per the DNR Technical Standard a slope of 2:1 can be utilized on the back slope of the berm. Slopes will be matted appropriately.
- Add the High Water Elevation to the pond.
  The 100 year elevation has been noted on the plan sheet.
- Raise the lot grades for Lots 166 and 167 so that the basement elevation will be two feet (2.0') above the high water elevation (per Design Standards).
  Lot grades will be raised to 785.00 minimum.
- Verify there is a minimum one percent (1%) slope on the North side of Lot 167.
  Side yard will drain directly North down to the pond.

SHEET GP-4

- The slopes behind Lots 25 and 26 exceed 4:1.
  Slopes are adjusted to 4:1.
- There is over 300 feet between inlets on Bowling Way. Provide calculations indicating these inlets are "capturing" enough of the drainage and not bypassing too much to the next downstream inlet.
  There is a high point at station 93+97.31 and the inlets are within 200' of this point.
- The spot grades between Lots 261 and 262 are missing.
  Spot Grades have been added between the lots.
- The FYG and TOW grades are missing from Lot 273.
  Missing FYG and TOW elevations have been added to lot 273.
- Verify intersection grades at the northwest corner of Bowling Way and Gallant Drive, the southeast corner of Cadence Circle and Soprano Drive and the northeast corner of Debussy Drive and Soprano Drive. They appear to be too flat (< 0.5%). *The curb grades will be adjusted to assure a minimum of 0.5%.*

SHEET GP-5

- Verify there is a minimum one percent (1%) slope South of Lot 225 and that this drainage is intended to drain from the back of curb down the rear lot line.
  The drainage is correct as shown. This is the overland flow path for the low point in the road, in the event that the inlets should ever plug or there is a larger storm than the design event.
- Verify intersection grades at the northeast corner of Harmony Way and Cadence Circle, the northeast corner of Rossini Drive and Harmony Way, the northeast corner of Beethoven Drive and Sonata Way and the northwest corner of Sonata Way and Harmony Way. They appear to be too flat (< 0.5%).
  The curb grades will be adjusted to assure a minimum of 0.5%.

SHEET GP-6

- The slopes South and East of the Recreation / Amenity Center site and Lift Station exceed 4:1.

The back slope of the ditch is at 3:1 to minimize impacts to the existing trees. Slopes will be matted appropriately.

- Verify intersection grades at the southeast corner of Cadence Circle and Canon Drive. They appear to be too flat (< 0.5%). *The curb grades will be adjusted to assure a minimum of 0.5%.*

SHEET GP-7

- Verify the drainage between Lots 225 and 53 is intended to drain from the back of curb down the rear lot lines.
  The drainage is correct as shown. The intent is to assure positive drainage in the back yard of lot 52.

SHEET GP-8

- The slopes South and East of the Recreation / Amenity Center site and Lift Station exceed 4:1.
  The back slope of the ditch is at 3:1 to minimize impacts to the existing trees. Slopes will be matted appropriately.

SHEET GP-9

- The spot grade between Lots 155 and 156 is higher than the FYG for Lot 156.
  The spot grade is correct, however the FYG for lot 156 is revised to 897.2.

ROAD AND STORM SEWER PLANS ("RS" SHEETS) General Comments

The storm sewer system cannot be reviewed at this time as calculations were not provided.
Storm sewer calculation have been completed and will be submitted with the revised plans.

Indicate the location of detectable warning fields in the sidewalk at all road crossings.
Detectable warning fields will be installed per the detail on sheet TD-6. Station and offset notes will be added to the plan sheets to indicate location.

The vertical curve "K" values need to be adjusted to meet the City of Lake Geneva's minimum requirements for either minor or collector streets.
Per the WisDOT Facilities Development Manual, we utilized minimum "K" values for collector streets as 49 for sag curves and 48 for crest curves assuming a 35 mph design speed. Similarly for minor streets, assuming a 30 mph design speed we utilized a minimum of 37 for sag curves and 31 for crest curves. All of the vertical curves either meet or exceed these "K" values. There are a few curves that have flatter tangents and the vertical curves can actually be shortened to reduce the flatness in the curve while maintaining the minimum "K" value.

If you have any questions regarding the comments or responses provided, please feel free to contact me in the office at (262) 758-6014 or by email at djanke@kapurinc.com.

Sincerely,

KAPUR & ASSOCIATES, INC.

Daniel M. Janke, P.E.
Project Engineer

C: Dan Winkler, City of Lake Geneva
Mark R. Madsen, P.E., P.L.S., Nielsen Madsen & Barber S.C.

VANDEWALLE & ASSOCIATES INC.

To: City of Lake Geneva

From: City Planner, Michael A. Slavney, FAICP

Date: 15 February 2016

Re: List of Zoning Flexibilities for the Single Family lots in the Symphony Bay Planned Development

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The Planned Development should enable the following items of zoning flexibility for the Single-Family Lots in Symphony Bay:

1. A reduction of minimum lot size for the single-family lots from 9,000 square feet in SR-4 to 6,000 square feet in Symphony Bay.
2. A reduction of minimum lot width for the single-family lots from 75 feet in SR-4 to 50 feet in Symphony Bay.
3. A reduction of minimum street frontage for the single-family lots from 50 feet in SR-4 to 35 feet in Symphony Bay.
4. A reduction of minimum side yard setbacks for the single-family lots from 6 feet in SR-4 to 5 feet in Symphony Bay for the 50 feet wide lots.
5. A reduction of minimum combined side yard setbacks for the 50 foot wide single-family lots from 15 feet in SR-4 to 10 feet in Symphony Bay.
6. A reduction of minimum combined side yard setbacks for the 50 foot wide single-family lots from 15 feet in SR-4 to 10 feet in Symphony Bay.
7. A reduction of minimum dwelling unit separation setbacks for the single-family lots from 12 feet in SR-4 to 10 feet in Symphony Bay.
8. Establish a maximum height for entry features of twenty feet.

Approval of items of zoning flexibility for the Duplex Lots in Symphony Bay should wait until specific floor plans, and the resulting required setbacks, are submitted for City approval.

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax
342 North Water Street • Milwaukee, Wisconsin 53202 • 414.421.2001 • 414.732.2035 Fax
www.vandewalle.com

SYMPHONY BAY

MONDAY FEBRUARY 15, 2016
PLANNING COMMISSION MEETING

FOR AGENDA ITEM # 10 SYMPHONY BAY

SEE SEPARATE WHITE BINDER WITH EXTENSIVE DETAILS

1 IS FILED WITH THE ANNUAL ORIGINAL COPY BINDERS

AND

1 IS FILED WITH THE TAX KEY FOLDER FOR THE PROPERTY.

REGULAR CITY COUNCIL MEETING
MONDAY, FEBRUARY 22, 2016 – 7:00 PM
COUNCIL CHAMBERS, CITY HALL

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

The Pledge of Allegiance was led by Alderman Kupsik.

Roll Call. Present: Mayor Connors, Aldermen Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell. Also Present: City Attorney Draper, City Administrator Oborn, Director of Public Works Winkler and City Clerk Waswo.

Awards, Presentations, and Proclamations.
City Clerk Waswo stated metered parking will begin March 1st and stickers are available at City Hall.

Re-consider business from previous meeting.
Kordus/Kupsik motion to reconsider the Art in the Park application and set on next council agenda.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

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 to be limited to 5 minutes.
Terry O'Neill, 954 George St., thanked Aldermen Chappell and Howell for putting the Hillmoor feasibility study on the agenda. He asked all Aldermen to hear the details of the study before making a decision on the future of Hillmoor.

Maureen Marks, 834 Dodge St., thanked the Aldermen who put the feasibility study on the agenda. She is a strong supporter of the study. She stated the landscaping in front of the Riviera is not overgrown; it's mature and needs to be maintained. She had crab trees in her yard and feels they are terrible as they drew bees and dropped apples that stained the sidewalk. She feels the trees should not be flowering trees. She said the drawing looks very contemporary and does not fit in with the Riviera.

Mary Jo Fesenmaier, 955 George St., thanked the two Aldermen who put the agenda item on. She hopes the Council gives the City Administrator time to explain where the numbers come from and how this will help the City. When this was voted down at Planning Commission the members were begging the Council to look at options for this property. She feels the City Administrator is in the best position to put a list of options together for public, private and a public/private combination. It's important to vote yes on this for such little cost relative to the people in the community who are begging the Council to look at the property to decide what's best for all of us. She urged the Council to vote yes.

Acknowledgement of Correspondence.
City Clerk Waswo stated the City received emails on Feb. 20 from Judith Salmon and Maureen Marks requesting the Council approve the Hillmoor feasibility study. The City received an email from George Dewey on Feb. 21 with parking suggestions. The City received emails on Feb. 22, from Don Ogden, Maureen Allenstein, Tanya Martinez, and Thomas Anthony requesting the Council approve the Hillmoor feasibility study.

Approval of Minutes. Wall/Gelting motion to approve the Regular City Council Meeting minutes of February 8, 2016, as prepared and distributed. Unanimously carried.

Consent Agenda

Temporary "Class B"/Class "B" Wine and Fermented Malt Beverage License application filed by Melissa Bochniak on behalf of Badger High School for the sale of fermented malt beverages and wine at the Geneva Lake Museum, 255 Mill Street, Lake Geneva for a Casino Night Fundraiser event on March 19, 2016, 5:00pm to 10:00pm

Temporary Operator License application filed by Kevin Polheber on behalf of Badger High School for a Casino Night Fundraiser event on March 19, 2016

Original 2015-2016 Operator's (Bartender) License applications filed by Damon Highland and Amber Wampole

Kordus/Chappell motion to approve. Unanimously carried.

Items removed from the Consent Agenda.

Finance, License and Regulation Committee Recommendations – Alderman Kupsik

Kupsik/Gelting motion to approve purchase of 1999 pick-up truck from Utility Commission for $1,000 funded from the Cemetery fund budget and declare present vehicle surplus for disposal ***(Public Works recommended on Feb. 11, 2016).***
DPW Winkler stated the Utility Commission had a vehicle available that could serve the needs of the Cemetery. It was agreed at the Public Works meeting the best option is to purchase the pick-up truck from the Utility Commission and remove the other vehicle.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Discussion/Action on the following parking ordinance changes:

- **Eliminate limited time zone for angled parking stalls on east side of Cook Street, north of curbline of Wisconsin Street**
- **Change existing (5) marked parking stalls on west side of Cook Street from south curbline of Wisconsin Street to Maximum 1 hour parking from 8:00am to 4:00pm on school days only**
- **Change existing (5) marked parked stalls on east side of Madison Street from south curbline of Wisconsin Street to Maximum 1 hour parking from 8:00am to 4:00pm on school days only**
- **Eliminate no parking zone from 8:00am to 5:00pm on school days for marked stalls on west side of Madison Street, north of curbline of Wisconsin Street**
- **Create no parking zone from 8:00am to 4:00pm on school days only on south side of Dodge Street from curbline of Madison Street to Cook Street**
- **Curb cut at schools expense on East side of Madison Street from north curbline of Wisconsin Street to alley**
- **Eliminate two parking stalls on Main Street between Center and Mill Street for street reconfiguration** ***(recommended by the Parking Commission on Dec. 17, 2015 and Public Works on Feb. 11, 2016)***

Kupsik/Gelting motion to instruct the City Attorney to amend the ordinance and bring back as a first reading. Alderman Chappell was not in favor of eliminating the two parking stalls as she feels it may make it difficult for retail shops from a business standpoint. Mayor Connors thought the process behind that was to allow for the City to put in the right turn lane down the entire block. Also, people coming off of Mill Street would be able to make a right turn. With the proposed change to the continuous left turn lane coming down the hill into Lake Geneva it would allow for the use of the new configuration better. Alderman Hedlund noted they are only talking about 2 parking stalls and there is a free lot less than 300 feet from those 2 parking stalls.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Discussion/Action on motion to conduct $15,000 Hillmoor property feasibility study by Vandewalle and Associates with funding from TIF#4 contingency ***(requested by Alderman Chappell and Alderman Howell)***
This was sent to City Council without a recommendation from FLR. Alderman Howell stated the idea behind the feasibility study was to give the City information. They don't know what it would cost to do anything and what the City would gain from it. They might want to send this to Vandewalle for a proposal to tell them exactly what they will do. He feels they need information, and cannot make a good decision if they don't know what they are deciding and what it will

cost or gain. Alderman Chappell agreed with Mr. Howell. She is not a fan of the $15,000 and is not sure why the study would cost this much.

City Administrator Oborn had a conversation with the City Planner from Vandewalle and Associates. He provided the amount for a comprehensive study, but didn't ask for a scope. Mr. Oborn does think it will address a lot of the issues being discussed. Vandewalle is in a good position to do the study, as it would be difficult to do in-house.

Alderman Hill appreciates the need and desire for more information. She feels challenged because she does have knowledge of the property as 3 years ago she wrote a 6 page broker's opinion of valuation on the property. She noted everyone has to remember we do not own this property. It's in private hands and should be left in private hands. It sounds like an ideal project for Lake Geneva Economic Development Corporation. Ms. Hill stated she would vote no on the feasibility study.

Alderman Kordus stated it's very clear that we don't own this property. For the City to do a feasibility study for what somebody can do with a private piece of land is bordering on eminent domain issues. He doesn't think the City ought to be diving into that. The options are the City buys the property, a private individual buys the property and donates it to the City, or a developer buys the property and does something with it.

Alderman Kupsik stated a feasibility study would be beating around the bush of things they are already familiar with. If there is an interest in a feasibility study, he suggests a detailed proposal from Vandewalle as to what the $15,000 would cover. Ms. Chappell understands the City does not own the property. The feasibility study would help to see what can be done if they were to purchase it. She would like to see it be something that makes some money and pays for itself.

Alderman Hedlund stated the City doesn't own the property and questioned where they would get the money to purchase the property. He asked how much it would cost the average taxpayer and does not believe they would get that information from a feasibility study. He doesn't know what a study would accomplish and would want to have the means before buying the property. Mr. Howell stated the public needs to know all of this. They are guessing what the cost would be and the study would provide the information which is the whole idea.

Howell/Chappell motion to ask Vandewalle and Associates for a detail of what the study would encompass.

Alderman Kupsik asked if the City would be required to send this out for multiple bids. Mayor Connors answered it is for professional services, so they are allowed to solicit proposals. Mr. Oborn will come back with a more detailed scope of services that Vandewalle will render. He will check if there is a charge, but noted a scope is usually done for free.

The property is currently listed for $5 million. Mr. Oborn noted he has experience in acquiring property through eminent domain. Usually you pay top dollar and around a half million dollars in improvements. A 10 year loan at 2% interest is $613,000 a year, which is almost a 9% increase in the annual debt in the tax rate. Additional maintenance on the low end would be $122,000, almost 2%. Preliminary numbers show a possibility of an 11% to 15% tax increase. The high estimate includes minimal improvements.

Alderman Chappell stated there is a gentleman that wants to create a dirt park at four seasons. This is the type of information she would like to gain from a feasibility study. Ms. Hill stated they won't get anything out of Vanderwalle like that. Alderman Wall doesn't think the taxpayers will want to pay 9% or more in taxes. He suggested to the small amount of people who want this feasibility study, to get donations and put it together themselves.

Mr. Gelting said once the TIF is closed, the revenue is $400,000 a year. He questioned how that will be handled. Mr. Oborn stated it can be compensated with future borrowing and bring it back up. We have not used all of our debt service on our levy limit so we have some room.

Alderman Hill noted the purchase would have to go to referendum. City Attorney Draper said it is public improvement so it is different. Mr. Hedlund asked for clarification that the $500,000 is not all improvement, some of that would be making the property viable again. It's not improvements like repairing cart paths, bathrooms, and lighting. This amount

is just making the property safe. Mr. Oborn stated it's a really rough estimate. The Public Works Director did do a very barebones estimate of $122,000. Mr. Howell noted this information is what they would get from doing the study. If Vandewalle does it or we do it ourselves, the point is we get the information out there.

Mayor Connors said with eminent domain, the seller could come back within 2 years and say the property is worth more than the current price, so it could become substantially higher. If this were to be City owned, it would have to be purchased by someone else and donated to the City. This is typically how parks are done. It could certainly be $185 per household. He has already seen people upset over the water rate increase which was less than this amount. If someone wanted to buy it and donate it to the City, they wouldn't be subject to the eminent domain.

City Attorney Draper explained one of the rules is that private people can go out and make deals, but municipalities may not. They are restricted by eminent domain rules which say there has to be appraisals and agreements. They have the right to come back in 2 years and challenge it for more money. Mr. Kordus doesn't see the point of going forward with the feasibility study unless the City or other people are seriously considering purchasing this property.

Mr. Kupsik said it's not going to cost anything for Vandewalle to provide a detailed proposal. Depending on how we all stand it would benefit everyone to see a proposal and make a final decision on whether or not to move forward. He questioned what harm it could do to have a written proposal from Vandewalle. Mr. Kordus questioned if they start going down this road, are they crossing a fine line of eminent domain. Mr. Draper did not think they were getting to that point. The fear is if there would be a competing interest.

Roll Call: Motion carried 5 to 3 with Chappell, Gelting, Kupsik, Hedlund, Howell voting "yes" and Wall, Kordus, Hill voting "no".

Kupsik/Gelting motion to approve Nielsen Madsen & Barber SC for design review services agreement for Symphony Bay development funded by developer ***(Plan Commission recommended on Feb. 15, 2016)***
The engineering contract is for the stormwater and streets. It is to avoid any conflict of interest with Kapur who did the original sewer, stormwater and street engineering prior to them becoming the City Engineers. Plan Commission suggested another engineering firm double check everything and the developer agreed to that and to pay for it.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Discussion/Action on TIF#4 advance to Lake Geneva Joint 1 School District for $1,861,043.91 and Lake Geneva-Genoa City Union School District for $1,297,717.22 subject to an acceptable agreement between the parties for the same. This was sent to the City Council without recommendation from FLR. Mr. Oborn stated when doing the budget, the City set aside $6,000,000 for advances given there is an ample amount of funds in the TIF. The calculation was based upon the assessed value. This is refunding about 70%. The school district has been very forthcoming to receive this advance. Mr. Oborn estimated closing the TIF in November.

Kordus/Wall motion to approve. Mr. Kordus stated they all agreed to this in the budget process. This is the first step to getting the TIF shutdown. Mr. Gelting asked if they should approve advancing the funds back to all the taxing jurisdictions at the same time. Mr. Oborn stated they haven't requested them yet.

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Plan Commission – Alderman Kupsik

Discussion/Action on Application for Site Plan Review for landscape alteration filed by Dan Winkler, City of Lake Geneva, 626 Geneva Street, Lake Geneva, WI 53147 for the front lawn and fountain area at the Riviera, 812 Wrigley Drive ***(Plan Commission recommended on Feb. 15, 2016).*** City Attorney Draper stated this was placed on the agenda based on a memo that was sent out. Site Plan Review is approved by the Plan Commission. It doesn't have any City Council approval. The next step is for Public Works to bid the project and bring the contract back. The Council will approve the funding. No action required.

Kupsik/Wall motion to approve Resolution 16-R5, authorizing the issuance of a Conditional Use Application filed by Liquid Capital dba Melges Car Wash, 1100 S Edwards Blvd., Lake Geneva, WI 53147, for the installation of an electronic message center on a freestanding monument sign located at 1100 S Edwards Blvd., Tax Key No. ZA456600003 including all staff recommendations and adopting the Planning Commission's finding of fact ***(Plan Commission recommended on Feb. 15, 2016).*** The sign meets all the requirements of the ordinance. The applicant is aware the message can't change more than once per minute. The size of the new sign is going to be 32 square feet and the ordinance allows 50 square feet. It will also be moved further away from the highway than the previous sign.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Wall motion to approve Application for Land Division Review for a Certified Survey Map submitted by GPC Real Estate LLC, PO Box 400, Libertyville, IL 60048 for land located on Wells Street and North Bloomfield Road, Lake Geneva, WI 53147, Tax Key Nos. ZGM 00001 thru ZGM 00109 ***(Plan Commission recommended on Feb. 15, 2016).*** The purpose of this application was to consolidate prior condos into one tax parcel including an existing unplatted land and lot 2 of CSM 1784.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Hill/Gelting motion to approve Resolution 16-R4, authorizing the Lake Geneva Fire Department use of the lower level of Host Drive Water Tower as Fire Station No. 2 ***(approved by Police and Fire Commission on Jan. 7, 2016 and Utility Commission on Jan. 21, 2016).*** Mr. Oborn stated there was an informal agreement in 1996 when Fire Station 2 went into the water tower; however, there was no record on file of an agreement. The PFC requested we develop an agreement, which Mr. Oborn mediated between the PFC and Utility Commission. Both commissions have approved the agreement and recommended it be done as a resolution. The Fire Department continues the use at a cost of $1 and covers the utility costs in the lower area as well as the lighting. Mr. Oborn feels it is a win win for both organizations to share the building.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Presentation of Accounts – Alderman Kupsik
Purchase Orders. None.

Kupsik/Gelting motion to approve Prepaid Bills in the amount of $62,615.80
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Gelting motion to approve Regular Bills in the amount of $112,184.21. Alderman Gelting questioned if the rest of the Traver expense will come in on the next agenda. Mr. Oborn was unsure, there needs to be a lien put on the property. We will pay this one but won't pay anymore until the lien is put on the property.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Gelting motion to approve Treasurer's Report for October 2015
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Mayoral Appointments.
Hill/Wall motion to approve appointment of Todd Krause to Zoning Board of Appeals, term expiring May 1, 2018.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Adjournment. Kordus/Gelting motion to adjourn at 8:12 p.m. Unanimously carried.

_____
/s/ Sabrina Waswo, City Clerk

THESE ARE NOT OFFICIAL MINUTES UNTIL APPROVED BY THE COMMON COUNCIL

FINANCE, LICENSE & REGULATION COMMITTEE
MONDAY, FEBRUARY 22, 2016 – 6:00 PM
COUNCIL CHAMBERS, CITY HALL

Chairperson Kupsik called the meeting to order at 6:00 p.m.

Roll Call. Present: Aldermen Howell, Gelting, Kupsik, Kordus and Wall. Also Present: City Administrator Oborn, Comptroller Pollitt and City Clerk Waswo.

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 to be limited to 5 minutes.

Maureen Marks, 834 Dodge Street, lives in the first district and spoke in favor of the Hillmoor feasibility study.

Mary Jo Fesenmaier, 955 George Street, applauded the alderman who put the Hillmoor feasibility study on the agenda. She was happy Vandewalle was included as they know the public and private aspects of the community. She encouraged the council to vote yes on the item.

Approval of Minutes. Wall/Gelting motion to approve the Finance, License and Regulation Committee Meeting minutes of February 8, 2016, as prepared and distributed. Unanimously carried.

LICENSES & PERMITS

Gelting/Wall motion to recommend approval of the Temporary "Class B"/Class "B" Wine and Fermented Malt Beverage License application filed by Melissa Bochniak on behalf of Badger High School for the sale of fermented malt beverages and wine at the Geneva Lake Museum, 255 Mill Street, Lake Geneva for a Casino Night Fundraiser event on March 19, 2016, 5:00pm to 10:00pm. Unanimously carried.

Gelting/Kordus motion to recommend approval of the Temporary Operator License application filed by Kevin Polheber on behalf of Badger High School for a Casino Night Fundraiser event on March 19, 2016. Unanimously carried.

Wall/Gelting motion to recommend approval of the Original 2015-2016 Operator's (Bartender) License applications filed by Damon Highland and Amber Wampole. Unanimously carried.

Kordus/Wall motion to recommend approval of the purchase of 1999 pick-up truck from Utility Commission for $1,000 funded from the Cemetery fund budget and declare present vehicle surplus for disposal *(Public Works recommended on Feb. 11, 2016).* Alderman Kordus said the existing vehicle has only scrap value and is not street legal. The truck being purchased is from the Utility Department. They were going to surplus the vehicle but are giving it to the City for the low end of the Kelly Blue Book value. Alderman Gelting and Wall feel this is a really good solution. Alderman Kupsik noted the truck is in pretty good shape and will serve the Cemetery well. Unanimously carried.

Discussion/Recommendation on the following parking ordinance changes:

- **Eliminate limited time zone for angled parking stalls on east side of Cook Street, north of curbline of Wisconsin Street**
- **Change existing (5) marked parking stalls on west side of Cook Street from south curbline of Wisconsin Street to Maximum 1 hour parking 8:00am to 4:00pm on school days only**
- **Change existing (5) marked parked stalls on east side of Madison Street from south curbline of Wisconsin Street to Maximum 1 hour parking 8:00am to 4:00pm on school days only**
- **Eliminate no parking zone from 8:00am to 5:00pm on school days for marked stalls on west side of Madison Street, north of curbline of Wisconsin Street**
- **Create no parking zone from 8:00am to 4:00pm on school days only on south side of Dodge Street from curbline of Madison Street to Cook Street**

- **Curb cut at schools expense on East side of Madison Street from north curbline of Wisconsin Street to alley**
- **Eliminate two parking stalls on Main Street between Center and Mill Street for street reconfiguration**

(recommended by the Parking Commission on Dec. 17, 2015 and Public Works on Feb. 11, 2016)

Kordus/Gelting motion to recommend approval with the addition of the curb cut at schools expense on East side of Madison Street from north curbline of Wisconsin Street to alley to be supervised and approved by city staff. City Administrator Oborn stated in preliminary negotiations with the school, the intent was to have the City complete the work. It would be a City project with some commitment from them for the funds. Alderman Kordus disagreed stating public works approved giving the school permission to go ahead and contract for it and do it on their own and it would be supervised by City staff. Alderman Gelting thought the intent was to approve them to do it and the City would adjust the ordinance to allow for it to be done. The minutes from Public Works state Alderman Gelting recommended for approval of the proposed cutout as funded by the school district if they felt they wanted to do it.

Mayor Connors said the school district is willing to pay for the expense but asked that the City contract it. The City is going to see about adding it onto the street improvement program to get the unit prices and work done for the curb and gutter. The school district would then reimburse the City for that.

Kordus motion to remove amendment. Alderman Gelting agreed.

Kordus/Gelting motion to approve. Unanimously carried.

Discussion/Recommendation on motion to conduct $15,000 Hillmoor property feasibility study by Vanderwalle and Associates with funding from TIF#4 contingency *(requested by Alderman Chappell and Alderman Howell)*
Kordus/Wall motion to send to council without recommendation. Motion carried 4 to 1 with Alderman Howell voting "no."

Gelting/Kordus motion to recommend approval of Nielsen Madsen & Barber SC for design review services agreement for Symphony Bay development funded by developer *(Plan Commission recommended on Feb. 15, 2016).* Plan Commission had concerns as our own City Engineer did the design services and wanted a second opinion. This company has been recruited and has already started doing the services. The costs will be passed onto the developer; the City does not bear any of these costs. Mr. Oborn feels there was value in having the second opinion as they have made some good suggestions. The services are for the storm water and street. City ordinance states the City Engineer will do the sewer which does not get reviewed. It was pointed out the City Engineer we currently have was not the City Engineer when the original plan was submitted, which is why it's being reviewed. Unanimously carried.

Discussion/Recommendation on TIF#4 advance to Lake Geneva Joint 1 School District for $1,861,043.91 and Lake Geneva-Genoa City Union School District for $1,297,717.22 subject to an acceptable agreement between the parties for the same. Kordus/Gelting motion to send to council without recommendation. Unanimously carried.

Presentation of Accounts – Alderman Kupsik

Purchase Orders. None.

Gelting/Wall motion to recommend approval of Prepaid Bills in the amount of $62,615.80. Unanimously carried.

Gelting/Kordus motion to recommend approval of Regular Bills in the amount of $112,184.21. Unanimously carried.

Wall/Kordus motion to recommend approval of Treasurer's Report for October 2015. Alderman Gelting presumed that any money they have invested in the Government Investment Pool is immediately liquid, which Comptroller Pollitt confirmed. Unanimously carried.

Adjournment
Kordus/Gelting motion to adjourn at 6:21 p.m. Unanimously carried.

/s/ Sabrina Waswo, City Clerk

Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

September 21, 2021

Attorney Dan Draper
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

RE: Professional Design Services Proposal
Symphony Bay Subdivision, Phase 5

Dear Mr. Draper,

We appreciate the opportunity to offer our services to the City of Lake Geneva for the above-referenced project. Nielsen Madsen + Barber has been performing civil engineering, planning and surveying services for over 67 years. Our experience in southeastern Wisconsin and our dedication to quality surveying and engineering will be a benefit to you in the successful completion of this project.

PROJECT UNDERSTANDING

In accordance with your request, we are pleased to present our proposal to provide engineering review services for the proposed Phase 5 of Symphony Bay Subdivision being constructed in the NE 1/4 of Section 6 and the NW 1/4 of Section 5 in Township 1 North, Range 18 East, in the City of Lake Geneva, Wisconsin. The subdivision is owned and being developed by Southland Farms LLC.

SCOPE OF SERVICES

Based on our correspondence with the design engineer, we are to review the updated plans for Symphony Bay Subdivision, Phase 5. The scope is limited to review of Lot and Outlot grading and review of the Stormwater Management Plan. The review will follow the Ordinance requirements for the City of Lake Geneva as it pertains to these elements.

CIVIL DESIGN SERVICES including:

SITE GRADING AND DRAINAGE PLANS

- Review the grading and drainage plans dated August 8, 2021, as prepared by Kapur & Associates, Inc. including the following components:
    - Review finished yard grades.
    - Review proposed final grade contours for all lawn areas.
    - Review the site grading plan for all the stormwater retention basin(s).

STORMWATER MANAGEMENT PLAN

Review the Stormwater Management Plan and retention basin plans dated September 16, 2021, as prepared by Kapur & Associates Inc. in accordance with City of Lake Geneva and WDNR requirements. Review of design calculations and submittals to include the following:

- Pre- and post-developed stormwater runoff calculations.
- Sizing calculations and design details for the retention basins and outlet control structure(s).
- WinSLAMM water quality calculations.
- Retention basin grading plan and design details for all required inlets, outlets and overflow structures.
- Review the Stormwater Management Plan narrative and related exhibits.

PROPOSED FEES

Nielsen Madsen + Barber will provide the services and tasks as detailed above for an estimated fee of $4,000.00. If substantial revisions are required, the fees may be higher.

SCHEDULE

We propose to initiate work immediately upon receipt of written notification to proceed and will have the initial review done in seven working days.

CLOSING

Thank you for the opportunity to offer our services. We look forward to working with the City of Lake Geneva on this project. Please acknowledge receipt and acceptance of this proposal by signing and returning one copy for our files.

Respectfully submitted,

Mark R. Madsen P.E., P.L.S.
President

ACCEPTED:

Signature: _____

Print Name: _____

Title: _____

Date: _____

File: G:\NMB Contracts\2021\Proposals - Engineering\2016.0011.02 - Symphony Bay Subdivision - Phase 5 Review.docx

REGULAR CITY COUNCIL MEETING
MONDAY, MARCH 14, 2016 – 7:00 PM
COUNCIL CHAMBERS, CITY HALL

Mayor Connors called the meeting to order at 7:03p.m.

The Pledge of Allegiance was led by Alderman Howell.

Roll Call. Present: Mayor Connors, Aldermen Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell. Also Present: City Attorney Draper, City Administrator Oborn, Director of Public Works Winkler and City Clerk Waswo.

Awards, Presentations, and Proclamations. None.

Re-consider business from previous meeting. None.

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 to be limited to 5 minutes.

Karin Bennett, 214 Broad St, spoke on behalf of Visit Lake Geneva to support the use of TIF funds for the development agreement.

Shad Branen of Win Properties and the Plaza Theatre in Burlington gave an update of the status of the Geneva Theatre. Over the past 5 weeks they have continued to define the plans and budget. He is working with Pete Jurgens who has knowledge of the building. There is a possibility the state may require an elevator. Some of the categories have been adjusted with the overall budget virtually the same. The Friends of Geneva Theatre have expressed complete support both emotionally and financially. He anticipates coordinating efforts with them to utilize the facility and stage. The purchase of the Geneva Theatre property and other funding sources are all contingent on approval of the TIF funding. The City Administrator and City Attorney have been extremely helpful in drafting the developer's agreement. He believes we are all working together to accomplish a common goal. He is very respectful of the concerns of utilizing TIF funds for a project of this nature. However, this project does accomplish the intended results and would not proceed without TIF support as the property is in a stage of disrepair. Mr. Branen has been completely overwhelmed with the positive response from residents and business owners of the City.

Pete Peterson, 1601 Evergreen Lane, is concerned with the Chamber pitting one private business against another. The Showboat is a private business and this gentleman is getting a million dollars from the City. The City has never given this amount of money to a private business. He does not believe this protects the city at all and noted it is taxpayer's money. Mr. Peterson feels no one has had a chance to look at this; there was no public hearing. He also commented on the action of the TIF funds transfer to the city and believes it should all go to the undesignated fund and returned to the taxpayers.

Bill Huntress, 1015 Pleasant Street, believes the theatre idea is a bad idea and the City is gambling with our money. If the council is thinking about the people in town, they should put this on a referendum stating it is without any collateral; and questioned what the chances are it would pass. He noted the City doesn't have time to get the citizens yard waste picked up but can clean the beach and downtown. He wished the council would start thinking more about the people in town.

Janelle Powers, 1003 West Main Street, paid taxes in Lake Geneva for the last 27 years. She truly understands the concerns of Mr. Peterson and Huntress. She has the same apprehensions. When a few of them started the Friends of the Geneva Theatre 6 years ago, it was to create a community arts center for the entire Lake Geneva community. They were never able to raise enough money to purchase the building. The Friends are hoping the city will support Mr. Branen in his restoration efforts. They are going to purchase curtains and lighting for the stage he is going to restructure and provide free access to all the citizens of Lake Geneva.

Jeanne Racine, N3125 Grandview Drive, Geneva Township, came on board with the Friends of the Geneva Theatre as she feels the same way as Janelle. She expressed concern that if something is not done quickly, this will be turned into a retail

spot. Shad has offered the opportunity for the Friends to do what they want without all the bills and insurance. They are in a great position to bring something into the community.

Richard Madouse, 310 Walworth Street, in favor of seeing the theatre finally happen. In looking at the agreement there are a lot of guarantees for the city. He has worked with Shad over the last 30 years on many projects. He believes the money will come back to the city. This is a great thing for adolescents and makes for a more wholesome city.

Rob Micklinghoff, 934 Carey Street, is looking forward to the theatre coming back. He has spoken with Shad who wants to do community events. He is in support of the theatre.

Acknowledgement of Correspondence.
City Clerk Waswo stated the City received the City received an email from Kathleen & James Good on February 24, 2016 expressing they would not want a development in the Hillmoor property that removes the open/green space. The City received an email from Maureen Allenstien on March 7, 2016 asking the Council to keep the East gateway to the city Green. The City received a letter from Franklin Wilson on March 11, 2016 opposing the Geneva Theatre proposal. The City received an email from Pete Peterson on March 13, 2016 asking the Council to vote no on using taxpayer funds to remodel the theatre. The City received a fax from David Flitcroft on March 14, 2016 expressing concerns over reconstructing Elmers Pier. The City received an email from Karin Bennett on March 14, 2016 with input on ideas for the Hillmoor property. On March 14, 2016 the City received emails in support of the use of TIF funds for the Geneva Theatre project from Pam Ellis, Beverly & Jeff Leonard, Mark & Ann Pienkos, Visit Lake Geneva, and Lake Geneva Business Improvement District.

Approvalof Minutes. Wall/Gelting motion to approve the Regular City Council Meeting minutes of February 22, 2016, as prepared and distributed. Unanimously carried.

Consent Agenda

Park Reservation Permit application filed by the Alzheimer's Association of Southeast Wisconsin for the "10th Annual Walk to End Alzheimer's" event at Library Park, from 7 am to 1 pm on September 17, 2016 ***(recommended by Board of Park Commissioners 2/3/16)***

Parade and Public Assembly Permit application filed by Rick Ramos on behalf of RAM Racing for the Big Foot Triathlon at Big Foot State Park on June 25, 2016 and June 26, 2016 from 7 am to 12 pm

Temporary "Class B" Retailer License application filed by Geneva Lake Arts Foundation for the sale of wine during the Grand Opening for Gallery 223, Geneva Lake Art Foundation at 223 Broad Street, Lake Geneva, on March 31, 2016 from 5 pm to 7 pm and April 1, 2016 from 6 pm to 8 pm

Temporary Operator License applications filed by Carol Smith and Kimberly Heyward on behalf of Geneva Lake Art Foundation for the Grand Opening for Gallery 223, Geneva Lake Art Foundation at 223 Broad Street, Lake Geneva, on March 31, 2016 from 5 pm to 7 pm and April 1, 2016 from 6 pm to 8 pm

Original 2015-2016 Operator's (Bartender) License application filed by Roy Johnson

Renewal 2015-2016 Operator's (Bartender) License application filed by Kayla Skomski

Kordus/Kupsik motion to approve. Unanimously carried.

Items removed from the Consent Agenda.

Street Use Permit application filed by Rick Ramos on behalf of RAM Racing for the Big Foot Triathlon at Big Foot State Park on June 25, 2016 and June 26, 2016 from 7 am to 12 pm contingent on signed reimbursement agreement for fees not paid in advance
Kordus/Gelting to approve and include a $3,500 security deposit. Gelting noted this has been done in past years.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Finance, License and Regulation Committee Recommendations – Alderman Kupsik

First Reading of Ordinance 16-1 amending Chapter 74, Section 74-210, Parking Regulations, Section 74-226, Loading and Unloading Zones, and Section 74-234, Limited Time Parking Zones. Alderman Kupsik stated there were some recommendations from FLR. City Attorney Draper recommended the amendments should be made at the second reading. Mayor Connors stated the suggested changes were more for clarification.

Discussion/Action on a fine for over the line violation
Kupsik/Gelting motion to instruct the City Attorney to draft an ordinance with a $25 fine. This violation would apply to both metered and unmetered parking stalls.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Discussion/Action on business parking sticker fee change
Kupsik/Wall motion to instruct the City Attorney to draft an ordinance. Alderman Chappell questioned if there is a limit on the business stickers. City Clerk Waswo stated there is no limit on business stickers; however, the business has to be in good standing and the individual has to be listed on the business application to qualify for the sticker.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

RESOLUTIONS

Kupsik/Gelting motion to approve Resolution 16-R06, a 2015 budget amendment authorizing the carry-forward of the unspent 2015 Police and Fire Capital Project balances totaling $124,601.00
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Wall motion to approve Resolution 16-R07, authorizing the 2015 transfer of monies from the Designated Fund Balance-EMS Act 102 Program account to the Undesignated Fund Balance account in the amount of $3,057.95. Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Kordus motion to approve Resolution 16-R08, authorizing the 2015 transfer of monies from the Undesignated Fund Balance account to the Designated Fund Balance-Fire CPR Revenue account in the amount of $411.48. Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Wall motion to approve Resolution 16-R09, authorizing the 2015 transfer of monies from the Undesignated Fund Balance account to the Designated Fund Balance-Fire Donations account in the amount of $47.90
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Kordus motion to approve Resolution 16-R10, authorizing the 2015 transfer of monies to the Designated Fund Balance-PD Donations account from the Undesignated Fund Balance account in the amount of $200
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Wall motion to approve Resolution 16-R11, authorizing the 2015 transfer of monies to the Designated Fund Balance –PD State Seizures account from the Undesignated Fund Balance account in the amount of $3,253
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Kordus motion to approve Resolution 16-R12, authorizing the 2015 transfer of monies to the Designated Fund Balance-PD Uniform Allowance account from the Undesignated Fund Balance account in the amount of $2,823.16. Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Wall motion to approve Resolution 16-R14, a resolution encouraging and supporting the undertaking of a study by Walworth County on alternative long-term service delivery options relative to Fire and/or Emergency Medical (EMS) Services ***(approved by Police and Fire Commission on February 4, 2016).*** Mayor Connors explained the city is asking the County to include this in their 2017 budget and complete the study. This was approved by the Police and Fire Commission.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Wall motion to approve the revised Geneva Lake Use Committee By-Laws ***(version adopted by Village of Williams Bay).*** This was already approved but is being brought back as there were some grammatical errors and the secretary and treasurer positions were combined.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Kordus motion to approve the award of contract to Dan Larsen Landscaping of Cedarburg, WI for the 2016 Spring Tree Planting in the amount of $92,005.00 funded by TIF 4 and the Riviera Front Lawn Restoration Budget. The first four items will be covered under the contract. Only one contractor returned a bid.
Roll Call: Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Motion carried 7 to 1 with Alderman Chappell voting "no."

Kupsik/Kordus motion to approve the award of contract to Wil-Surge Electric for the Main Street Lighting project in the amount of $43,560.00 funded from TIF 4. Mr. Winkler confirmed there was $150,000 on the line item. Between the purchase of the poles and this award they are at $110,000. Even with a 10% contingency, they will be roughly $25,000 under budget on this item.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Discussion/Action on relocation of Time Warner Cable facilities quote for underground project on Main Street funded by TIF 4
Kupsik/Kordus motion to approve the expense with Time Warner Cable in the amount of $118,451.
Mr. Winkler stated Alliant is coordinating the effort as both Time Warner and AT&T are on their poles. This will be the cost for Time Warner to do all the changeovers and service all the properties on the south side of Main Street. Between the Alliant portion and this portion, they will be under the $900,000 budget. Mayor Connors noted tentatively AT&T said because of the road widening they will cover the expense to relocate their lines. Mr. Winkler confirmed that the cable relocation will include routing underground to individual homes.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Wall motion to approve the purchase of an ambulance and ambulance equipment in the amount of $94,231.74 from Capital Projects Fund ***(approved by the Police and Fire Commission on March 10, 2016)***
This is earmarking the money for the purchase but it would still go back to PFC and then back to council for final approval. This amount has been sitting on a designated ambulance replacement fund for an extended period of time. This will allow them to purchase a used ambulance in the $20,000 range, a heart monitor, an electric stretcher for this ambulance and another election stretcher for ambulance 2, which will become ambulance 3. Alderman Wall commended the Fire Department for finding this used ambulance versus buying a new one.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Hill motion to approve the Advance of TIF 4 funds to the City of Lake Geneva in the amount of $1,479,943.45 to be transferred to the equipment replacement fund. Mr. Oborn stated the equipment replacement fund has been underfunded for some time. This makes sense to advance to the city. Alderman Chappell questioned if they wanted to put all the money in the equipment replacement fund. She suggested putting a million in the equipment replacement fund with the remaining in the general fund. Mr. Oborn stated the estimated remaining balance is $648,406.88.

City Attorney Draper stated it is set up as a designated fund and the only way to carry it forward from one year to another is to set up a designated fund for equipment replacement. There has been history where people have not always honored that but this is really the only way you can carry it forward. Mayor Connors said the goal is to become self sufficient. Ms. Hill noted the list is long and deep on equipment replacement. This amount does not even scratch the surface of what needs to be put into this fund. Earmarking it to a designated fund for something they know they are going to need is a solid use of these monies. She encourages continued funding of the equipment replacement fund. Alderman Wall agrees with Ms. Hill and feels this is the best use of TIF funds ever spent or collected. Alderman Kupsik noted they need to remember they bought a new fire truck a couple years ago that cost almost a million dollars.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Wall motion to approve Advance of TIF 4 funds to Gateway Technical College contingent upon agreement $200,971.08.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Discussion/Action on Park Reservation Permit application filed by Geneva Lake Arts Foundation for the annual "Art in the Park" event at Flat Iron Park including rental of the Brunk Pavilion, from 10 am to 5 pm on Saturday, August 13 and 10 am to 4 pm on Sunday, August 14, 2016 ***(recommended by Board of Park Commissioners on Feb. 3, 2016 with same fees as last year) (brought back for reconsideration from February 8, 2016 Council Meeting)***
Mayor Connors stated this was brought back for reconsideration as the fees were understated at the last meeting.

Kordus/Kupsik motion to amend application fee to $2,615 which is comparable to the amount they paid last year.
Roll Call: Chappell, Wall, Kordus, Gelting, Kupsik, Hedlund, Howell voting "yes." Motion carried 7 to 1 with Alderman Hill voting "no."

Discussion/Action on Developers Agreement for advance of TIF 4 funds to Shad Branen for the Lake Geneva Theatre. City Administrator Oborn stated this is the negotiated developer's agreement with Shad Branen for $895,000. Some of that is contingent on the 50/50 chance of the elevator. They have budgeted $800,000 in the TIF and $100,000 in contingency. The agreement protects the city through a personal guarantee and a 10 year lien on the property and fixtures. Mr. Oborn went over the project costs and how it is broken down. The city would pay up to $27,500 for the elevator if it is needed.

Alderman Gelting stated he is a banker that works with other municipalities that give TIF funds to private entities for developing all the time. This is very common. To be clear this is not a loan, it's a forgivable grant. As such, he does not look at it from a repayment capacity. The tertiary source of repayment is collateral. The risky portion of this development is to get it functioning and repaired, not be in the state of blight that it is in now. The tertiary source is liquidation of collateral. This agreement puts the city in the best position, in terms of a lien position, where they have a lien behind 80% of the purchase price of the actual real estate collateral. The risk, once it's built, is much less for the city. Analyzing the borrower from a loan standpoint is not appropriate for the city as a grant provider. That is something the lender would do. Mr. Gelting said this seems appropriately mitigated between the City Attorney and City Administrator.

Alderman Chappell did look over the agreement and could not be more in favor of the project. She would like to have seen something in the agreement stating the community has access to the building two days a month or so many days in a year. She questioned if they can amend the agreement tonight. She would like to know as a community member of Lake Geneva that she would have access to it. City Attorney Draper stated it is not in the agreement. The danger of trying to put that sort of provision is that you have to set up the parameters. He questioned what would be acceptable public participation. Ms. Chappell stated she has been a proponent of a community center this whole time. She would like the community to have access to the building two weeks out of the year. Meaning the community can put on a free play or for profit play, whatever they want to do.

Mr. Oborn stated there was some discussion on the community aspect. The assurance is from the Friends of the Geneva Theatre. They will address that component when they do their agreement with Shad. The community aspect is a good point and Mr. Oborn feels it will be addressed.

Mr. Oborn said as of 2017 we hope the property value will go up almost 2 million dollars in tax value and increase the tax value around it. It could add an additional $40,000 a year to the tax roll. If it is not developed, it will be a vacant lot that will lower the tax another $10,000 or $20,000.

Mr. Gelting did consider how to reconcile the community aspect of it. He reviewed TIF agreements with other municipalities, specifically Delafield and Greenfield, with redevelopment districts. He noted there wasn't a public aspect of it. There is no access granted to private citizens because of the use of TIF funds. The improvement of the property, the tax base and the surrounding businesses that will benefit from it being a vital downtown spot is the draw and is the benefit to the community. There is also a business that needs to be run here too; he wanted to allow the business owner to run his business as he sees fit to be profitable and continuous. Granted access to everyone is very difficult to put parameters around in this type of agreement.

Howell/Gelting motion to approve the developers agreement in the amount of $895,000.

Alderman Howell feels this is the best use of the money as defined by TIF. This is a classic use of relieving blight in the city that will help revitalize that part of the downtown. Alderman Wall stated it is insane to give any business almost $900,000. He does not feel this is right for the taxpayer and will be voting not. Ms. Chappell was caught off guard but appreciated Mr. Gelting looking into the community aspect.

Alderman Hill stated this has been a long conversation, the theatres empty; we have all known this and have had multiple discussions about TIF. She does not disagree with Mr. Wall; this is a tremendous amount of money for a private for profit business. She feels the current owner does not have the local community in their best interest. It is possible the current owner can sit on this for many years. She is a strong believer in TIF financing as has seen the City of Lake Geneva do it very right. There is no question this property is blighted and will remain blighted; it definitely fits the "but for." This is the most solid proposal we have seen yet. Ms. Hill is in favor of this agreement and will continue to support this developer.

Alderman Hedlund agrees with most of what Ms. Hill said. He is confident this is the best use of this property. He was put out by the $950,000 figure; he wanted to hold the line at $800,000. He was impressed with the $40,000 annual increase in tax revenue from that building. What it comes down to is does he want to vote no for an actual out of pocket expense to the city of $32,000 to make the project go away; he stated he can't do that.

Mayor Connors did a rough estimate and said if they didn't spend the money the return to Walworth County be $173,000, the city would get $221,000, Joint 1 would get $278,000, the high school district would get $194,000 and Gateway would get $30,000. The direct impact coming back to the city on $895,000 is roughly $221,000. Mr. Oborn explained the city is only 8% of the assessed value of the county, so our portion is only 8%.

Mr. Gelting stated this is a project that was wanted by the community. The community input we had has been all for this project. There is not an offer to purchase from anybody else. It takes a very specific skill set to get this building back up and operating as it was previously or as it will be. Thankfully this developer has this skill set and has demonstrated he is able to do it.

Alderman Kordus feels we have the perfect buyer in this situation. He would have liked it to come in closer to $800,000, but looking at it realistically these are the numbers that came through. He feels the money the city is investing is going to come back to the city. Alderman Kupsik agrees with everyone, even Mr. Wall. He is in favor of this project and did get phone calls from constituents that were all in favor of this project. Ms. Chappell said at least 15 people said awesome on the theatre project last Saturday.

Roll Call: Chappell, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Motion carried 7 to 1 with Alderman Wall voting "no."

Discussion/Action on a Planned Development (PD) for a new residential Final Plat and onsite club house/amenity center for Symphony Bay, together with a Developers Agreement and Declaration of Covenants and Restrictions filed by Taylor Morrison of Illinois, Inc., 1834 Walden Office Square, Suite 300, Schaumburg, Illinois 60173 for property located South of Townline Road, North of Bloomfield Road and East of Edwards Blvd. Lake Geneva, WI 53147, formally known as Southland Farms Subdivision, Tax Key No's to be assigned

City Attorney Draper said the developers agreement has been negotiated with favorable changes for the city. For instance the maintenance of the retention pond will be by the association. The walking trails will be installed by the developer and taken over by the city once it has been dedicated.

One of the major changes is that they cannot change the Declaration of Covenants and Restrictions without the city's approval. The City received a letter from Nielsen Madsen and Barber who reviewed some of the slopes and they have actually lessened some of the slopes. Mr. Connors said it was approved at plan commission contingent upon the developers agreement.

Kupsik/Wall motion to approve including the developers agreement and the declaration of covenants and restrictions.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Presentation of Accounts – Alderman Kupsik

Kupsik/Kordus motion to Purchase Orders in the amount of $34,430. Alderman Chappell questioned where the money is coming from. Mayor Connors said it is a joint project between TIF4 and the Beautification Committee.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Hill motion to approve Prepaid Bills in the amount of $18,293.36
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund voting "yes." Motion carried 7 to 1 with Alderman Howell "abstaining."

Kupsik/Kordus motion to approve Regular Bills in the amount of $493,012.52
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Kupsik/Kordus motion to approve Treasurer's Report for November and December 2015
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Mayoral Appointments. None.

Closed Session

Kordus/Kupsik motion to go into Closed Session pursuant to Wis. Stat. 19.85(1)(e) for purposes of conducting other specified public business, whenever competitive bargaining reasons require a closed session concerning Fire Union Negotiations (City Administrator Oborn)
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Council entered into closed session at 9:00pm

Kordus/Hill motion to return to open session pursuant to Wisconsin Statues 19.85 (2) and take action on any items discussed in closed session
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Council entered into open session at 9:10pm

Hill/Kordus motion to accept the competitive barraging agreement as presented with the Fire Union and authorize the Mayor to sign the contract.
Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

Adjournment. Kordus/Chappell motion to adjourn at 9:11p.m. Unanimously carried.

/s/ Sabrina Waswo, City Clerk

Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

March 10, 2016

Mr. Ken Robers
Building & Zoning Administrator
City of Lake Geneva
626 Geneva Street.
Lake Geneva, WI 53147

RE: Symphony Bay Subdivsion
Lake Geneva, Wisconsin

Dear Mr. Robers:

We have received the response to our review from Daniel M. Janke, P.E. of Kapur & Associates dated March 4, 2016 regarding this project. We received revised engineering plans and Storm Water Management plans on March 4, 2016. The responses, and plans, have satisfactorily addressed all of our comments from our preliminary review. All yard grades have been revised to a maximum slope of 4:1. There are some ditch slopes and "back" slopes that are 3.5:1 and some at 3:1 maximum slopes. 3:1 is the maximum I would recommend for ease of maintenance and is an acceptable standard. We were also provided with the engineering calculations for the storm sewer design on March 4, 2016. We found no issues with the storm sewer design. I recommend approval of the plans.

Please contact me if there any questions or concerns.

Very truly yours,

Mark R. Madsen, P.E., P.L.S.

Cc: Daniel M. Janke, Kapur & Associates
Dan Winkler, City of Lake Geneva

File G:\2016 Docs\2016.0011.01\correspondance\2016.0011.01 - Review Letter to Lake Geneva (4-10-16).docx

March 9th, 2016

Mr. Ken Robers
Building & Zoning Administrator
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

RE: **Symphony Bay Subdivision**
Lake Geneva, Wisconsin

Dear Mr. Robers:

In addition to addressing all of the independent review comments provided by Nielsen Madsen & Barber S.C., Kapur & Associates, Inc. has revised the plans to address the ammended conditions that were stated by the Plan Commission at February's meeting. Below is a summary of the revisions to the plans:

Condition #1 – Review the slopes of the main East/West drainage ditch.

- The slopes have been adjusted to assure that there are no slopes steeper than a 6:1 within the actual back yards of the lots.
- The foreslope of the ditch, which is entirely in the outlots but adjacent to the rear property lines, have been revised to a 4:1 slope. The back slope of the ditch ranges from 4:1 to 3:1, with the later only being utilized to limit the amount of tree impacts.
- The storm sewer crossing at Sonata Way has been revised to allow for a decrease in length and depth of the ditch on the west side of Sonata Way.
- A storm sewer junction manhole has been added to the east side of the Sonata Way Crossing, behind Lots 189/190, to eliminate the depression and allow for more of the storm water conveyance to be piped underground.
- The 100-year storm event has been analyzed to assure that the peak elevation does not impede any of the proposed dwellings.
- Nielsen Madsen Barber S.C. has reviewed the revised plans and is concurrence that all slopes are within the City and DNR standards for grading and storm water conveyance.

Condition #2 – Limit construction access to Bloomfield Road.

- The erosion control plan has been revised to eliminate the construction entrance off of Townline Road.

If you have any questions or would like further information, please feel free to contact me in the office at (262) 758-6014 or by email at djanke@kapurinc.com.

Sincerely,

KAPUR & ASSOCIATES, INC.

Daniel M. Janke, P.E.
Project Engineer

Name and Return Address:
Taylor Morrison of Illinois, Inc.
1834 Walden Office Square
Suite 300
Schaumburg Illinois 60173

Parcel Identification Number (PIN):
ZYUP00149C, ZYUP00174, ZYUP00173,
ZYUP00149A, ZA 10270000, and ZYUP00149D

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

WHEREAS, Southland Farms was zoned PD, Planned Development, per Ordinance No. 05-24, and is the subject of a General Development Plan approved August 18, 2005, and an amendment thereto, approved August 14, 2006, and subsequently further amended on July 27, 2015 (as Symphony Bay) (collectively, "GDP") and is now known as Symphony Bay. A Preliminary Plat of Symphony Bay Subdivision has been approved by the City. Concurrently herewith, Owner is applying for approval of a Final

Plat of Symphony Bay Subdivision, a copy of which is attached hereto as Exhibit B and incorporated herein ("Final Plat"). A Precise Implementation Plan ("PIP") for Symphony Bay has been approved by the City, on _____ __, 2015 and is attached as Exhibit C; and

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

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

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

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

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

SECTION 1
RESTATEMENT OF RECITALS

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

SECTION 2
PUBLIC AND PRIVATE IMPROVEMENTS

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

the City pursuant to this Agreement. The sequence, order, and pace of the phasing/staging shall remain in the sole discretion of the Developer; provided, however, that each phase or portion thereof commenced by the Developer, including the initial phase, shall be a "stand alone" phase or "partial" phase. A "stand alone" phase or "partial" phase means the completed Improvements shall service the subject phase or partial phase in such a manner that the residential dwellings, other structures, and utilities constructed therein are fully serviceable and functional without being dependent upon the timing of the construction or order of any other phase or the balance of the subject phase.

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

a. The Phase I Improvements shall include:

1. As identified on the Final Plat: (i) Outlot 2 and the storm water management system facilities located thereon, (ii) Demolition of the existing barn, and racetrack facilities, (iii) the public streets within Phase I, as depicted on Exhibit D attached hereto, (iv) Primary entrance feature at Townline Road, and secondary entrance monuments at Bloomfield Road, and (v) Walking trails through the Outlot 1 and Outlot 2

2. The Improvements necessary to support the Phase I Improvements and the dwelling units to be located within such phase.

b. The Phase II Improvements shall include:

1. As identified on the Final Plat: (i) Outlot 3 and the initial Amenity center facilities. (the total amenity center buildout and other outdoor improvements will be constructed in phase throughout the life of the development, and (ii) the public streets within Phase II, as depicted on Exhibit D attached hereto, and

2. The Improvements necessary to support the Phase II Improvements and the dwelling units to be located within such phase.

c. Phase III Improvements shall include:

1. As identified on the Final Plat: (i) the public streets within Phase III, as depicted on Exhibit D attached hereto, and

2. The Improvements necessary to support the Phase III Improvements and the dwelling units to be located within such phase.

d. Phase IV Improvements shall include:

1. As identified on the Final Plat: (i) the public streets within Phase II, as depicted on Exhibit D attached hereto, and

2. The Improvements necessary to support the Phase IV Improvements and the dwelling units to be located within such phase

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

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

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

SECTION 2.5 **Required Improvements**. The following are the Improvements which will be required by the City for any phase of Symphony Bay which is commenced by the Developer. No improvements which are not specifically contained in the Plans shall be required to be installed by Developer or shall be required by the City to be installed without the express consent of Developer, notwithstanding any new ordinances or any modifications to the ordinances or requirements of the City from time to time. Until and unless Developer files the surety bond for a phase, as provided in Section 8.4 hereof, and

commences development of such phase, it shall have no obligation to install Improvements on the phase or otherwise develop such phase.

a. **Survey Monuments**. The Developer shall install survey monuments, placed in accordance with requirements of Wis. Stat. § 236.15.

b. **Roads, Streets**.

1. After the installation of temporary block corner monuments by the Developer, and establishment of street grades from the Plans, the Developer shall grade the right-of-way of all streets of the subject phase in accordance with the Plans.

2. All roads and streets depicted in the Plans and the Final Plat shall be dedicated to the City as public streets.

3. After the installation of all utility and storm water management system Improvements, the Developer shall surface all roadways in dedicated streets to the widths as shown on the Plans. Said surfacing shall be done in accordance with the Plans. Sonata Way shall have a street width of thirty-seven feet (37') from back of curb to back of curb. All other public streets of Symphony Bay shall have a street width of twenty-eight feet (28') from back of curb to back of curb. All streets of Symphony Bay shall have, at a minimum, a four inch (4") blacktop mat (bituminous concrete pavement).

4. No occupancy permit within any phase will be issued until all Improvements are completed within such phase, as well as placement of the first lift of asphalt ("Binder Course"); provided, however, the occupancy permits for residential dwellings shall be issued by the City prior to installation of the final layer of asphaltic pavement. *See* Section 8.02, below.

5. With the exception of the construction as specified in the Plans, no improvements to Townline Road or Bloomfield Road shall be required of the Developer.

6. No traffic signal lights are anticipated for any intersection of a Symphony Bay street, road, or private way with Townline Road or Bloomfield Road, or within Symphony Bay.

c. **Curb and Gutter**. Symphony Bay is urban in nature and, therefore, curb and gutter installation shall be necessary.

d. **Sidewalks**. The Developer shall install sidewalks in accordance with the Plans. The sidewalks shall be generally located on one side of the street, as depicted on the Plans. The Developer may defer the construction of sidewalks on each lot until the construction of a dwelling unit on each of the lots is completed, thus avoiding unnecessary damage and destruction to the sidewalk, but the sidewalk for each lot shall be completed prior to the issuance of the final occupancy permit therefor.

e. **Sanitary Sewer System**. The Developer shall construct the public sanitary sewer Improvements to make adequate sanitary sewerage service available to each lot within the subject phase of Symphony Bay. The size, type, and installation of all sanitary sewers and laterals to street line (including such lift stations as may be necessary) shall be in accordance with the Plans. The Developer shall have the right to locate a lift station within a building to be constructed by the Developer in the public park identified as Outlot 2 on the Final Plat, in accordance with the Plans. Any oversizing costs for installation of facilities greater than that required to service Symphony Bay shall be borne by the City to the extent that the same is an incremental cost, which cost shall include such oversized facilities and their construction and installation. The City shall pay the cost of such oversizing within a reasonable time from its receipt of an invoice for the cost of such oversized facilities, not exceeding ninety (90) days. The Developer agrees that the City will not accept the public sanitary sewer Improvements for any phase until the same have been installed in accordance with the Plans.

f. **Storm Water Management System**. The Developer shall construct the storm water management system Improvements, which include catch basins and inlets, storm sewers, road ditches and open channels, detention/retention basins, and other water quality components as may be required for the subject phase of Symphony Bay. All such Improvements are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow. The type of Improvements required, the design criteria, and the sizes and grades shall be in accordance with the Plans. The storm water management system Improvements shall be designed to present no hazard to life or property. The size, type, and installation of all storm water drains and sewers proposed to be constructed shall be in accordance with the Plans. The City will not accept any storm water management system Improvements until the same have been installed in accordance with the Plans, and in no event will the City accept the storm water management system Improvements located on Outlot 2 of Symphony Bay, the maintenance of which shall be the responsibility of the Developer or the homeowners or condominium owners associations to be formed for the portions of Symphony Bay served by such Improvements. If such

associations fail to perform such maintenance, the City, upon advance written notice to the associations, shall have the right of access to the storm water management system Improvements on Outlot 2 for inspection, public drainage conveyance, and repairs.

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

h. **Other Utilities**.

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

2. Plans indicating proposed locations of all electrical power, gas, and telephone distribution and transmission lines required to service the subject phase of Symphony Bay shall be reviewed and approved by the City Engineer.

i. **Street Lights**. Street light and sign Improvements for the subject phase of Symphony Bay shall be installed at the Developer's cost and shall conform to City standards. Installation shall be approved by the City Engineer and the Utilities Director. Following installation and approval, such light and sign Improvements shall be the property of the City, and the City shall maintain same. Such Improvements shall be located within the right-of-way to be dedicated to the City.

j. **Landscaping**. The Developer shall:

1. Preserve, to the maximum extent possible, existing trees, shrubbery, vines, and grasses not actually lying in public roadways drainageways, building foundation sites, private driveways, paths, and trails by use of sound conservation practices.

2. Remove and lawfully dispose of all destroyed trees, brush, stumps, shrubs, and other natural growth and all rubbish.

k. **Park Area**. Designated on the Final Plat as public parks (collectively, "Parks"). The Parks shall be dedicated as park and recreation area for use by the general public. This park and open space requirement exceeds the requirement of City Code § 66.97, of five percent (5%) of the gross land within Symphony Bay for dedication of a park and open space requirement, and as such shall be in lieu of any and all park fees as required by City Code § 66.97(2). Included in Lot 1, which shall be used as a Conservation Area, the Developer shall construct, at its own expense and turn over to the City, a walking path designed and located in accordance with the PIP and a dog park which shall be owned by the City and maintained by the Association established for Symphony Bay.

l. **Barn**. The existing barn will be demolished during Phase 1 construction.

m. **Cell Tower.** Until the existing cellular telephone transmission tower located on Lot 154 of the Final Plat is permanently removed, No homes are permitted to be constructed on Lots 153, 154, 155. Upon removal of the cell tower, construction of one 2 unit duplex shall be permitted on each lot.

SECTION 3
DEDICATION

SECTION 3.1 **Diagram of Ownership of Outlots**. Attached hereto as Exhibit G is a diagram that depicts the ownership contemplated for each of the platted Outlots within Symphony Bay and also depicts a pathway that shall be installed by Declarant. The pathway shall be dedicated to and owned and maintained by the City whether the Outlet in which it is located is owned by the City or by the Homeowner's Association. In addition, the dog park to be installed within Outlot 1 shall be owned by the City and maintained by the Association. Developer will install approximately two (2) miles of trails and four (4) exercise stations per 2 mile trail along the trail system. All exercise stations will be approved by the Park Commission before installation. After installation of trails and exercise stations, they will be turned over to the City.

SECTION 3.2 **Dedication**. Subject to all of the other provisions of this Agreement, the Developer shall, without charge to the City, upon completion of all of the above-described Improvements for the subject phase of Symphony Bay, unconditionally give, grant, convey, and fully dedicate same to the City, its successors and assigns, forever, free and clear of all encumbrances, together with, including, without limitation, all Outlots and pathways to be owned by the City, as designated on Exhibit G or as provided herein and the related Improvements therefor and any structures, mains, conduits, pipes, lines, and appurtenances which may in any way be a part of or pertain to such Improvements, and together with all necessary easements for access and maintenance thereto.

SECTION 4
RECAPTURE

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

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

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

SECTION 4.4 **Indemnification**. Developer shall defend, indemnify, save and hold harmless the City, its elected and appointed officials, officers, employees and agents from any and all challenges, claims or actions brought against the City with respect to any recapture sought from or approved by the City hereunder, and any award or judgment resulting therefrom, including attorneys' fees expended by the City. To the extent the City uses any of its resources to respond to such challenge, claim or action, the Developer will reimburse the City upon demand. Such resources include, but are not limited to, staff time, court costs, City Attorney's time at its regular rate for the City, or any other direct or indirect cost associated with responding to, or assisting in defense of, such challenge, claim or action.

SECTION 5
PLANS

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

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

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

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

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

SECTION 5.6 **As Built Drawings**. The Developer shall file with the City Engineer a complete set of "AS BUILT DRAWINGS," one (1) set each in Mylar and digital format,

for all of the Improvements under this Agreement upon the completion of the subject phase of Symphony Bay. The Developer, in its sole discretion, may commission the City Engineer to prepare such drawings, at the Developer's expense.

SECTION 6
CONSTRUCTION AND INSPECTION

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

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

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

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

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

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

SECTION 6.7 **Request for Inspection**. Whenever the specifications, the instructions of the City Engineer, the Code, or the laws, ordinances, or regulations of any public

authority require work to be specifically treated or approved, the Developer's contractor shall give the City Engineer timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for such inspection.

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

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

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

SECTION 7
PROTECTION OF WORK, PROPERTY, AND PERSONS

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

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

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

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

SECTION 8
TIME FOR COMPLETION OF WORK; PERFORMANCE BOND

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

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

SECTION 8.3 **Model Homes**. No building permit will be issued to any lot within the subject phase of Symphony Bay until the installation of sanitary sewer, water, electrical power, gas, telephone facilities, cable television service, and a Binder Course of asphalt base on the roadway adjacent to the parcel has been completed. However, the Developer may construct up to four (4) single-family model homes and one (1) duplex model home within Symphony Bay before the forgoing Improvements are constructed. The City shall issue building permits to the Developer for such model homes upon the approval of the engineering drawings, the acceptance by the City of a surety bond, and the Developer's

filing of appropriate applications therefor, although the roadway and other Improvements located therein have not been constructed or installed. Occupancy, however, will not be granted to the Developer for such model homes until installation of binder course. None of the forgoing shall limit the Developer's right to construct additional model homes in a phase for which the Improvements have been constructed.

SECTION 8.4 **Security**. A surety bond will be filed with the City prior to construction of the subject phase of Symphony Bay. The procedure for the filing of the surety bond shall be as follows: A surety bond equal in amount to one hundred twenty percent (120%) of the public Improvements for the subject phase of Symphony Bay shall be issued by a financial institution acceptable to the City. Said surety bond may be reduced from time to time by the value of Improvements for the subject phase of Symphony Bay previously completed and fully paid. The security will be reduced proportionately as each aspect of the construction for the subject phase of Symphony Bay has been completed and paid for. Should additional Improvements for the subject phase of Symphony Bay be added or the cost of the intended Improvements for the subject phase of Symphony Bay prove to be larger than originally anticipated, the surety bond shall be immediately supplemented to include any additional amounts or other estimated costs with respect to said Improvements. To secure the Developer's warranty of the public Improvements for the subject phase under subsection 11.01(c), below, the Developer shall maintain maintenance bond in the amount of twenty percent (20%) of the cost of such Improvements for twelve (12) months. Any surety must notify the City not less than ten (10) days before the expiration of any bond it has posted with the City.

SECTION 8.5 **Acceptance of Work**. No act of the City, of the City Engineer, or of any representative of either, in inspecting the public Improvements of the subject phase of Symphony Bay, or any extension of time for the completion of such Improvements, shall be regarded as an acceptance of such Improvements or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of the City Engineer. Acceptance of the streets within a Phase shall be made by the City no later than one year after the second lift of asphalt is installed, but the bond reductions shall be made by the City as work has been completed and paid for, as provided herein. The City, at its cost, shall provide snow removal from streets once the binder course has been installed. No waiver of any breach of this Agreement by the City of anyone acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.

SECTION 8.6 **Breach, Completion**. In the event the Developer fails to complete the public Improvements within the specified time for the subject phase of Symphony Bay, commits a breach of any of the other covenants hereunder, or if the Developer becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or from any other cause whatsoever, does not carry on the public Improvements in an acceptable manner, the City shall give notice in writing to the Developer and its surety of such delay, neglect, or default, specifying the same, and if the Developer, within a period of ten (10) days after such

notice, does not proceed in accordance therewith, but subject to the provisions of Section 2.4 hereof, then the City shall, upon written certificate from the City Engineer of the fact of such delay, neglect, or default, and the Developer's failure to comply with such notice, have full power and authority to call upon the surety or complete the work in accordance with the terms of this Agreement; or the City may take over the public Improvements for the subject phase of Symphony Bay, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the public Improvements for the subject phase of Symphony Bay by or on its own account, or may enter into a new agreement with another party for the completion of the public Improvements of the subject phase of Symphony Bay, according to the terms and provisions hereof, or use such other methods as, in its opinion, shall be required for such completion of in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the public Improvements for the subject phase of Symphony Bay under this Agreement, shall be charged to the Developer, and the Developer and its surety shall be liable therefor.

SECTION 9
RISK OF LOSS

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

SECTION 10
DEVELOPER'S INSURANCE

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

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

Employer's Liability Insurance for the protection of any employees not otherwise protected.

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

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

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

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

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

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

SECTION 11

HOLD HARMLESS AND INDEMNITY AGREEMENT

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

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

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

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

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

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

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

SECTION 12
MISCELLANEOUS

SECTION 12.1 **Complete Agreement, Amendment**. There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written,

between the City and the Developer, other than as set forth herein, which is to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon either party unless made in writing by the City Council and the Developer, and signed by them.

SECTION 12.2 **Conflicts with Codes and Ordinances of the City**. Whenever the terms or provisions of this Agreement or any exhibits hereto, including the Final Plat or the PIP, conflict with the terms and provisions of any codes or ordinances of the City, the terms and provisions of this Agreement shall prevail and control.

SECTION 12.3 **Cooperation with Permits, Easements**. The City shall cooperate with the Developer in the Developer's endeavors to obtain required permits and approvals from all other governmental or quasi-governmental agencies or boards, whether federal, state, or local, with jurisdiction over any aspect or part of Symphony Bay, which support and assistance shall also extend to any public and private utility companies. The City shall also cooperate with the Developer in obtaining all necessary easements and shall grant the Developer access to all City owned rights-of-way to enable the Developer's provision of sanitary sewer, water service, and electrical service to Symphony Bay, in accordance with the Plans. City shall process any applications and shall issue such permits within the following time periods after application of such permits are made: Building Permits – 10 days; Occupancy Permits – 10 days; Subdivision – at time of PIP approval.

SECTION 12.4 **Assessment Pending Development**. If allowed by law, Symphony Bay shall be assessed as improved property in only those phases that have been actually improved and developed by the Developer. The remainder of Symphony Bay not so improved or developed shall be assessed as it is actually used. If the provisions of this subsection should conflict with any future change in present state law relating to appropriate methods of assessment, then the provisions of said changed state law shall prevail.

SECTION 12.5 **Impact Fees**. It is understood that the Developer, and the Developer's successors and assigns, shall be required to pay all impact fees in accordance with the Code at such time as each future building connection is made. Impact fees for building connections within the City shall be in accordance with the schedule attached as Exhibit E. For a period of five (5) years after the date of this Agreement, no new impact fees or increases in existing impact fees shall be charged or sought by the City with respect to any lot within Symphony Bay. Developer shall be permitted to prepay any impact fees at the rate applicable to the date any fees are paid.

SECTION 12.6 **Codes and Fees**. City agrees that for a period of five (5) years after the date of the execution of this Agreement:

a. no new fees or any modification of existing fees that are enacted by the City shall be applicable to Symphony Bay.

b. no new codes or any modifications of existing codes enacted by the City shall be applicable to Symphony Bay;

c. there shall be no requirements made by the City that the residential buildings within Symphony Bay be sprinklered.

SECTION 12.7 **Monotony Code**. Any exiting ordinance or ordinance hereinafter enacted or modified which limits, governs or controls architectural style, colors, building materials or placement of homes on lots which may be in conflict with the "Monotony Code Lot Restrictions Symphony Bay Development" (the "Monotony Code") attached hereto as Exhibit F shall not be applicable to houses built on Symphony Bay, and the Monotony Code shall apply to all such homes. Developer may change or modify its Monotony Code with the written consent of the City, which shall not be unreasonably withheld or delayed.

SECTION 12.8 **Temporary Certificates of Occupancy**. Temporary certificates of occupancy shall be issued during periods of winter weather for homes when construction has not been completed.

SECTION 12.9 **Snowplowing of Streets**. The City shall, at its cost, snowplow all streets within a phase after the binder course has been installed within the phase.

SECTION 12.10 **Sale Trailers**. Developer shall be allowed to place and maintain on any phase trailers for use as a temporary sales office for homes to be constructed within Symphony Bay. Such trailers may be used until permanent sale facilities are built by Developer.

SECTION 12.11 **Marketing Improvements**. Developer shall be permitted to install the following improvements to be used for the marketing of homes on Symphony Bay at such locations as may be approved by the City:

a. 10' by 30' sales signs at each of Bloomfield Road, Townline Road within Symphony Bay and an offsite location on Highway 120;

b. Temporary guest parking areas for potential customers who may come to Symphony Bay; and

c. Temporary promotional areas for sales events conducted by Developer within Symphony Bay.

SECTION 12.12 **New Elevations**. Developer may at any time introduce new elevations to be constructed within Symphony Bay, for which building facades may be approved administratively by the Building and Zoning Administrator of the City without the need

for Developer to obtain any additional approvals. However, moving the garage closer to the street than the porch or living area shall require a general development and precise implementation plan approved for such changes.

SECTION 12.13 **Maintenance of Detention Ponds**. The Declaration of Covenants for Symphony Bay, which will be recorded against Symphony Bay states in Section 3.02 that the Homeowner's Association established for Symphony Bay shall be responsible for "Maintenance, repair and replacement of detention and stormwater management areas located in the Community Area."

SECTION 12.14 **Severability**. In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

SECTION 12.15 **City Not Partner**. The City does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with the Developer.

SECTION 12.16 **Captions**. This Agreement shall be construed without reference to titles of any sections or subsections hereof, which are inserted only for convenience.

SECTION 12.17 **Binding Agreement, Assignment**. This Agreement, and all of the terms, covenants, and conditions hereof and of the various instruments executed and delivered pursuant hereto, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Developer shall be permitted to assign any and all of its rights hereunder; provided, however, the City shall be notified, in writing, of any such assignment within thirty (30) days before the effective date of such assignment, and such written notice shall include the name, address, and telephone number of the assignee; and, provided further, that such assignment shall not be effective unless and until the assignee satisfies the City that it may succeed to the surety bond as provided under this Agreement, in such manner and form acceptable to the City Attorney, or assignee provides a new surety bond acceptable to the City.

SECTION 12.18 **Governing Law**. This Agreement shall be construed under the laws of the State of Wisconsin.

SECTION 12.19 **Counterpart Execution**. This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature

pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

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

CITY:

CITY OF LAKE GENEVA, a Wisconsin municipal corporation

By:_____
Jim Conners, Mayor

Attest:_____
Sabrina Waswo, City Clerk

APPROVAL OF COMMON COUNCIL

This Agreement was approved by the Common Council of the City of Lake Geneva by Resolution dated the ____ day of March, 2016.

Property Owner:

Southland Farms, LLC, a Wisconsin limited liability company

By:_____
Brian C. Pollard
Its: Managing Member

Developer:

Taylor Morrison of Illinois, Inc. an Illinois corporation,

By:_____
Steve Atchison
Its: President

By:_____
_____
Its: _____

EXHIBIT A

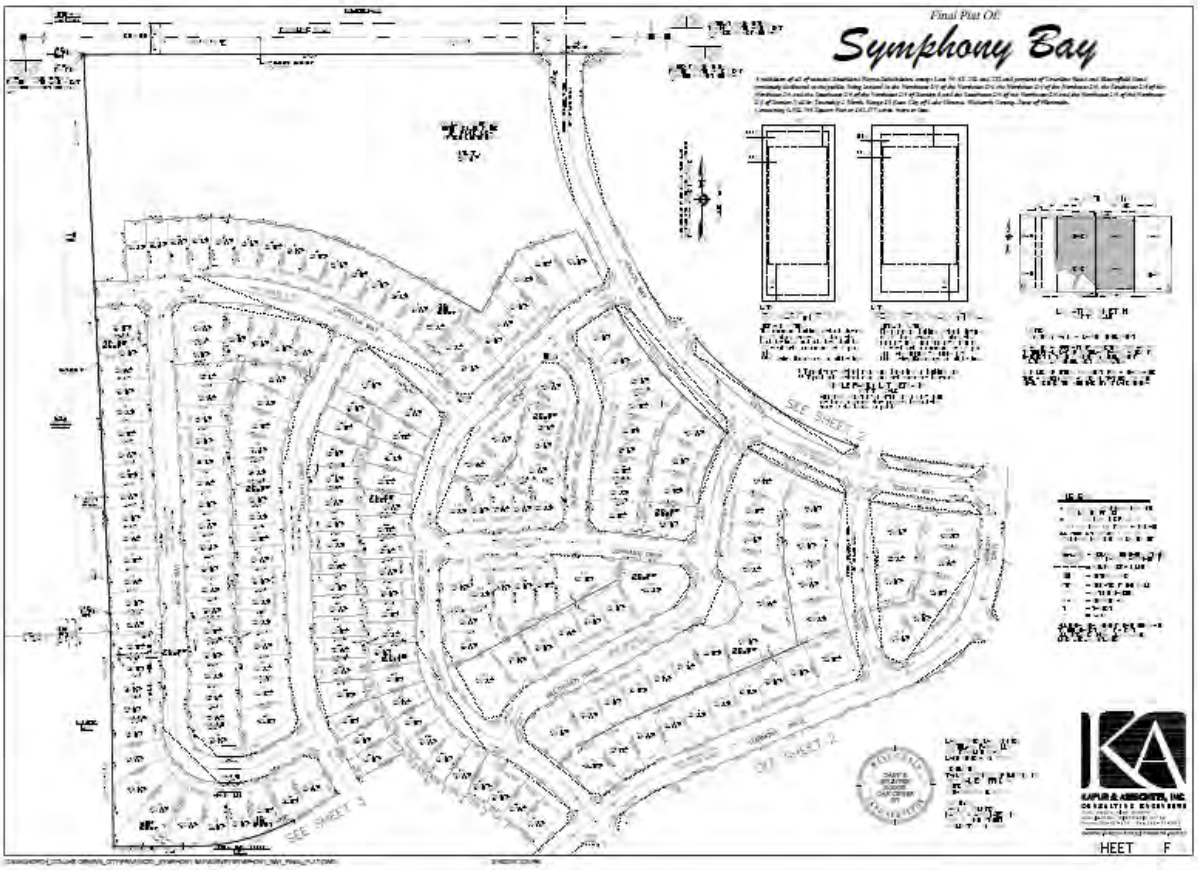
LEGAL DESCRIPTION

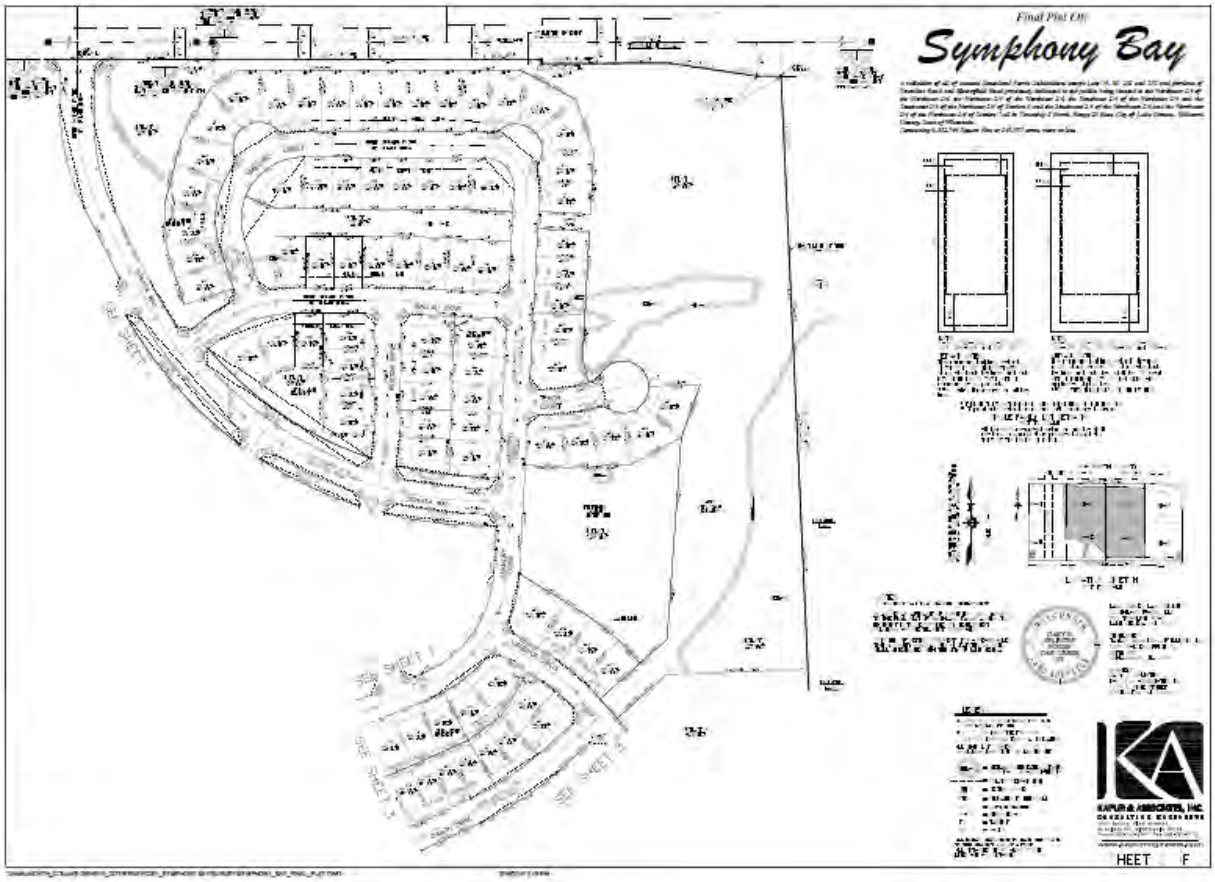
All of Symphony Bay subdivision, being a redivision of all of vacated Southland Farms Subdivision, except Lots 74, 85, 231 and 232 and portions of Townline Road and Bloomfield Road dedicated to the public, located in the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the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

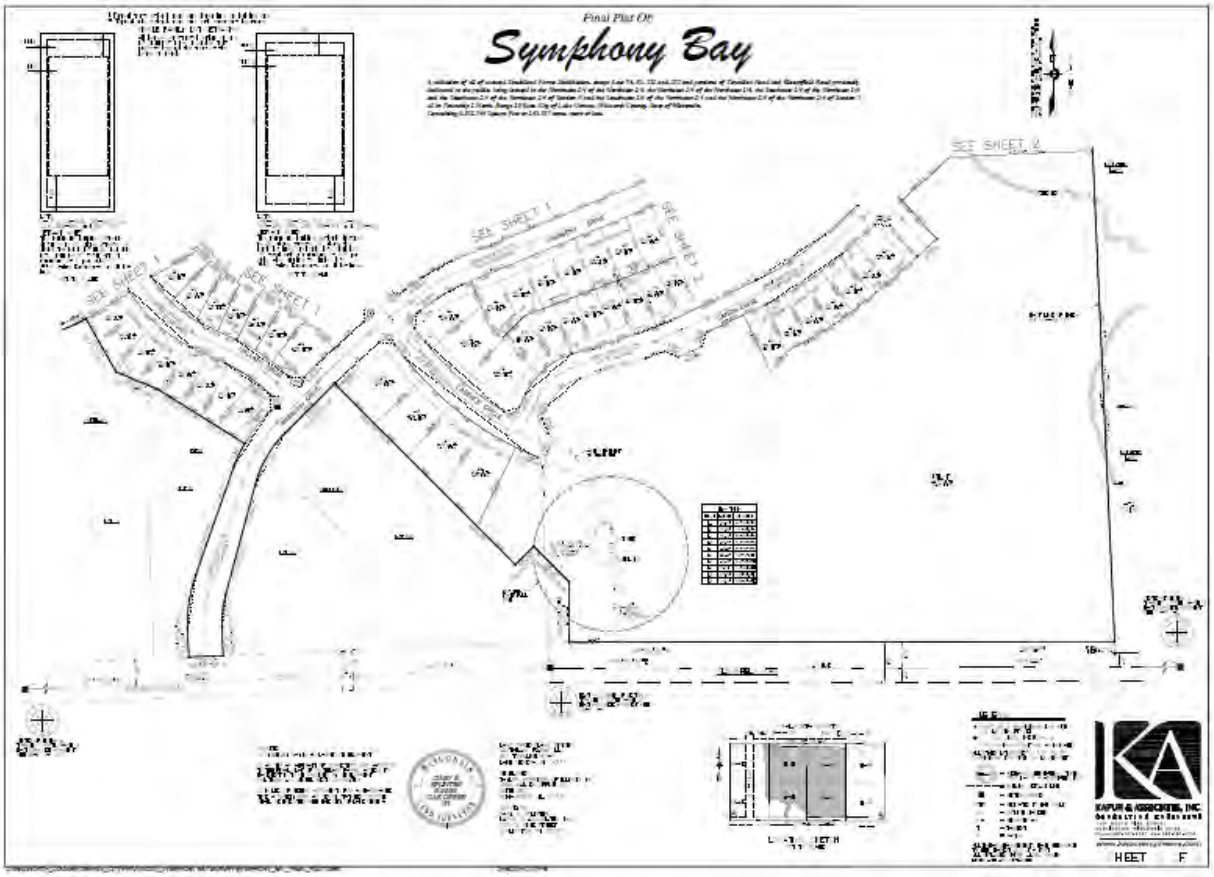
Containing or 6,331,744 Square Feet or 145.357 acres, more or less.

EXHIBIT B

FINAL PLAT




Final Plat Of:
Symphony Bay
KAPLAN & ASSOCIATES, INC.


Final Plat Of
Symphony Bay
SEE SHEET 2
SEE SHEET 1
SEE SHEET 1
SEE SHEET 1
SEE SHEET 1
KAPUR & ASSOCIATES, INC.
SHEET F

Final Plat Of:

Symphony Bay

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

SURVEYOR'S CERTIFICATE

I, Gary Splinter, Professional Land Surveyor, hereby certify that by the direction of Southland Farms, LLC, I have surveyed, divided and mapped this plat entitled "Symphony Bay", being a redivision of all of vacated Southland Farms Subdivision, except Lots 74, 85, 231 and 232 and portions of Townline Road and Bloomfield Road dedicated to the public, located in the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 6 and the Southeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 5 all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, State of Wisconsin, more particularly described as follows:

Commencing at the northwest corner of said Northwest 1/4 of Section 5; thence South 3°36'44" East coincident with the west line of said Northwest 1/4, 40.04 feet to the south line of Townline Road and the point of beginning; thence North 89°57'37" East, coincident with said south line, 763.67 feet; thence South 0°02'23" East coincident with said south line, 10.00 feet; thence North 89°57'27" East, coincident with said south line, 300.00 feet; thence South 81°30'42" East, coincident with said south line, 203.24 feet; thence North 89°57'27" East, coincident with said south line, 55.87 feet to the east line of the Northwest 1/4 of said Northwest 1/4; thence South 2°35'12" East, coincident with said east line and the east line of the Southeast 1/4 of said Northwest 1/4, 2530.31 feet to the north line Bloomfield Road; thence South 89°56'37" West, coincident with said north line, 1269.28 feet to the southeast corner of said Lot 232; thence North 0°03'23" West, coincident with the east line of said Lot 232, 340.81 feet to the northeast corner of said Lot 232; thence North 45°00'00" West, coincident with the north line of said Lot 232, 116.22 feet; thence South 45°00'00" West, coincident with said north line, 60.00 feet; thence North 45°00'00" West, coincident with said north line, 595.35 feet to the west line of said Lot 232; thence South 45°00'00" West, coincident with said west line, 160.85 feet; thence 141.02 feet to a point of curvature, coincident with said west line and the arc of a curve to the left, with a radius of 270.00 feet and a chord bearing and length of South 30°02'16" West 139.42 feet to the northwest corner of said Lot 231; thence South 15°04'31" West, coincident with the west line of said Lot 231, 264.37 feet to a point of curvature; thence 78.00 feet, coincident with said west line and the arc of a curve to the left, with a radius of 260.00 feet and a chord bearing and length of South 6°27'16" West 78.69 feet; thence South 2°19'56" East, coincident with said west line, 63.94 feet to the north line of Bloomfield Road; thence South 87°40'04" West, coincident with said north line, 80.00 feet to the southeast corner of said Lot 85; thence North 2°19'56" West, coincident with the east line of said Lot 85, 63.94 feet to a point of curvature; thence 179.01 feet, coincident with said east line and the arc of a curve to the right, with a radius of 340.00 feet and a chord bearing and length of North 8°32'16" East 128.24 feet; thence North 19°24'28" East, coincident with said east line, 264.37 feet to a point of curvature; thence 62.05 feet, coincident with said east line and the arc of a curve to the right, with a radius of 350.00 feet and a chord bearing and length of North 24°47'39" East 61.98 feet to the northeast corner of said Lot 85; thence North 58°04'50" West, coincident with the north line of said Lot 85, 229.91 feet to the northeast corner of said Lot 74; thence North 61°35'51" West, coincident with the north line of said Lot 74, 103.67 feet; thence North 39°26'20" West, coincident with said north line, 141.94 feet to a point of curvature; thence 252.83 feet, coincident with said north line and the arc of a curve to the right, with a radius of 509.90 feet and a chord bearing and length of South 75°44'05" West 250.25 feet; thence South 89°48'06" West, coincident with said north line, 181.81 feet; thence North 0°43'31" West 505.82 feet to the southeast corner of Lot 1 of Certified Survey Map 2843 as recorded in Volume 15 of Certified Survey Maps on Page 1 in the Walworth County Registry; thence North 2°40'32" West, coincident with the east line of said Lot 1, 1,361.42 feet to the south line of Townline Road; thence North 89°53'33" East coincident with said south line, 1415.10 feet; thence North 89°57'27" East, coincident with said south line, 38.73 feet to the point of beginning.
Containing or 6,331,744 Square Feet or 145.357 acres, more or less.

I further certify that this plat is a correct representation of the exterior boundaries and the subdivisions of the land surveyed and described and that I have fully complied with the provisions of Section 236 of the Wisconsin Statutes in surveying, dividing, and mapping and the Chapter 68, "Subdivisions" of the City of Lake Geneva Ordinances.

Dated this _____ day of January, 2016.

_____
Gary R. Splinter S-2224

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

Southland Farms, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. In witness whereof, the said Southland Farms, LLC, has caused these presents to be signed by Southland Farms, LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

City of Lake Geneva
Wisconsin Department of Administration

Brian Pollard, its president, and countersigned by _____ its secretary, at Lake Geneva, Wisconsin, and its corporate seal to be hereunto affixed on this _____ day of _____ 2016.

In the presence of:

Signed: _____
President

Countersigned: _____
Secretary

State of Wisconsin) SS
Walworth County)

Personally came before me this _____ day of _____ 2016, Brian Pollard, President, and _____ Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

_____

Notary Public, _____ Wisconsin

My commission expires _____

UTILITY EASEMENT PROVISIONS (PUBLIC)

An easement for electric and communication service is hereby granted by Southland Farms, LLC, Grantor, to:
- Alliant Energy, Grantee
- City of Lake Geneva Utility Commission, Grantee
- WE Energies, Grantee
- Time Warner Cable, Grantee, and
- AT&T Telephone, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead (street lights) and underground transmission and distribution of electricity and electric energy, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Public Utility Easement" areas together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities (transformers and pedestals) or communication facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Public Utility Easement" areas without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of Grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

CERTIFICATE OF THE CITY OF LAKE GENEVA TREASURER

State of Wisconsin) SS
Walworth County)

I, Lorraine Briere, being duly appointed, qualified and acting Treasurer of the City of Lake Geneva, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments on any of the land included within this plat of "Symphony Bay".

Dated _____

_____
Lorraine Briere, Treasurer

CERTIFICATE OF THE CITY OF LAKE GENEVA CITY ENGINEER

State of Wisconsin) SS
Walworth County)

I, _____ City Engineer for the City of Lake Geneva do hereby certify that the land improvements described in this final plat and plans and specifications therefore and street names shown in said plat meet the requirements of the City of Lake Geneva and have been approved by all public authorities having jurisdiction.

Dated at Lake Geneva, Walworth County, Wisconsin, this _____ day of _____ 2016.

_____
City Engineer

CERTIFICATE OF THE CITY OF LAKE GENEVA CITY CLERK

State of Wisconsin) SS
Walworth County)

I, Sabrina Waswo, being duly appointed, qualified and acting City Clerk of the City of Lake Geneva, do hereby certify that copies of this plat were forwarded to all public authorities having jurisdiction as required by s.236.12(2) on the _____ day of _____ and that within the twenty-day limit set by s.236.12(3) (no objections to the plat have been filed) (all objections to the plat have been met).

Dated _____, 2016.

_____
Sabrina Waswo, City Clerk

CERTIFICATE OF THE CITY OF LAKE GENEVA CITY COUNCIL

State of Wisconsin) SS
Walworth County)

Resolved that the plat of Symphony Bay, in the City of Lake Geneva, Wisconsin is hereby approved by the City Council.

Signed: _____
Al Wupsk, City Council President

I hereby certify that the foregoing is a true copy of a resolution duly adopted by the City Council of the City of Lake Geneva, Wisconsin, on the _____ day of _____ 2016.

_____
Sabrina Waswo, City Clerk

CERTIFICATE OF THE WALWORTH COUNTY TREASURER

State of Wisconsin) SS
Walworth County)

I, Valerie Eizel, being duly appointed, qualified and acting County Treasurer of Walworth County, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments on any of the land included within this plat of "Symphony Bay".

Dated _____

_____
Valerie Eizel, County Treasurer

CONSENT OF INTEREST HOLDER'S CERTIFICATE

Nextel West Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, d/b/a Sprint/Nextel Communications, as lessee, does hereby consent to the surveying, dividing, mapping and dedications as represented on this plat.
And that Nextel West Corporation will retain an access easement to the public thoroughfare as shown hereon and release the access easement as shown on document number 666078 dated June 6, 2014 and document number 493040 dated November 19, 2001.

In witness whereof, the said Nextel West Corporation, has caused these presents to be signed by _____ its Manager, at Chicago, Illinois.

In the presence of:

Signed: _____

Countersigned: _____

State of Illinois) SS
Lake County)

Personally came before me this _____ day of _____ 2016, it's _____ and _____ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Officer and Manager of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

_____

Notary Public, _____ Illinois
My commission expires _____

KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
www.kapurengineers.com

SHEET 4 OF 5

Final Plat Of:

Symphony Bay

All of vacated Southland Farms Subdivision, except Lots 74, 83, 230 and 231 and portions of Townline Road and Moorefield Road dedicated to the public, located in the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 6 and the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 5 all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, State of Wisconsin.
Containing 6,513,764 Square Feet or 149.517 acres, more or less.

Curve Table

Curve #	Radius	Delta	Length	Chord	Chord Bearing	Tangent In	Tangent Out
C1	100.00'	9°39'07"	16.85'	16.83'	S85°48'26"E	S90°38'00"E	S80°58'53"E
C2	100.00'	11°03'13"	19.29'	19.26'	S75°27'16"E	S80°58'53"E	S69°55'40"E
C3	100.00'	9°48'07"	17.11'	17.09'	S64°49'36"E	S69°55'40"E	S60°07'33"E
C4	100.00'	9°48'07"	17.11'	17.09'	S55°01'29"E	S60°07'33"E	S50°19'26"E
C5	100.00'	9°48'07"	17.11'	17.09'	S45°13'22"E	S50°19'26"E	S40°31'19"E
C6	100.00'	9°48'07"	17.11'	17.09'	S35°25'15"E	S40°31'19"E	S30°43'12"E
C7	100.00'	9°48'07"	17.11'	17.09'	S25°37'08"E	S30°43'12"E	S20°55'05"E
C8	100.00'	9°48'07"	17.11'	17.09'	S15°49'01"E	S20°55'05"E	S11°06'58"E
C9	100.00'	9°48'07"	17.11'	17.09'	S06°00'54"E	S11°06'58"E	S01°18'51"E
C10	100.00'	9°48'07"	17.11'	17.09'	S03°47'13"W	S01°18'51"E	S08°05'24"W
C11	100.00'	9°48'07"	17.11'	17.09'	S13°35'20"W	S08°05'24"W	S17°53'31"W
C12	100.00'	9°48'07"	17.11'	17.09'	S23°23'27"W	S17°53'31"W	S27°41'38"W
C13	100.00'	9°48'07"	17.11'	17.09'	S33°11'34"W	S27°41'38"W	S37°29'45"W
C14	100.00'	9°48'07"	17.11'	17.09'	S42°59'41"W	S37°29'45"W	S47°17'52"W
C15	100.00'	9°48'07"	17.11'	17.09'	S52°47'48"W	S47°17'52"W	S57°05'59"W
C16	100.00'	9°48'07"	17.11'	17.09'	S62°35'55"W	S57°05'59"W	S66°54'06"W
C17	100.00'	9°48'07"	17.11'	17.09'	S72°24'02"W	S66°54'06"W	S76°42'13"W
C18	100.00'	9°48'07"	17.11'	17.09'	S82°12'09"W	S76°42'13"W	S86°30'20"W
C19	100.00'	9°48'07"	17.11'	17.09'	N87°59'48"W	S86°30'20"W	S82°42'27"W
C20	100.00'	9°48'07"	17.11'	17.09'	N78°11'41"W	S82°42'27"W	S72°54'34"W
C21	100.00'	9°48'07"	17.11'	17.09'	N68°23'34"W	S72°54'34"W	S63°06'41"W
C22	100.00'	9°48'07"	17.11'	17.09'	N58°35'27"W	S63°06'41"W	S53°18'48"W
C23	100.00'	9°48'07"	17.11'	17.09'	N48°47'20"W	S53°18'48"W	S43°30'55"W
C24	100.00'	9°48'07"	17.11'	17.09'	N38°59'13"W	S43°30'55"W	S33°43'02"W
C25	100.00'	9°48'07"	17.11'	17.09'	N29°11'06"W	S33°43'02"W	S23°55'09"W
C26	100.00'	9°48'07"	17.11'	17.09'	N19°22'59"W	S23°55'09"W	S14°07'16"W
C27	100.00'	9°48'07"	17.11'	17.09'	N09°34'52"W	S14°07'16"W	S04°19'23"W
C28	100.00'	9°48'07"	17.11'	17.09'	N00°13'15"E	S04°19'23"W	S05°28'32"E
C29	100.00'	9°48'07"	17.11'	17.09'	N10°01'22"E	S05°28'32"E	S15°16'39"E
C30	100.00'	9°48'07"	17.11'	17.09'	N19°49'29"E	S15°16'39"E	S25°04'46"E
C31	100.00'	9°48'07"	17.11'	17.09'	N29°37'36"E	S25°04'46"E	S34°52'53"E
C32	100.00'	9°48'07"	17.11'	17.09'	N39°25'43"E	S34°52'53"E	S44°41'00"E
C33	100.00'	9°48'07"	17.11'	17.09'	N49°13'50"E	S44°41'00"E	S54°29'07"E
C34	100.00'	9°48'07"	17.11'	17.09'	N59°01'57"E	S54°29'07"E	S64°17'14"E
C35	100.00'	9°48'07"	17.11'	17.09'	N68°50'04"E	S64°17'14"E	S74°05'21"E
C36	100.00'	9°48'07"	17.11'	17.09'	N78°38'11"E	S74°05'21"E	S83°53'28"E
C37	100.00'	9°48'07"	17.11'	17.09'	N88°26'18"E	S83°53'28"E	S86°30'20"W
C38	100.00'	9°48'07"	17.11'	17.09'	N82°12'09"E	S86°30'20"W	S76°42'13"W
C39	100.00'	9°48'07"	17.11'	17.09'	N72°24'02"E	S76°42'13"W	S66°54'06"W
C40	100.00'	9°48'07"	17.11'	17.09'	N62°35'55"E	S66°54'06"W	S57°05'59"W
C41	100.00'	9°48'07"	17.11'	17.09'	N52°47'48"E	S57°05'59"W	S47°17'52"W
C42	100.00'	9°48'07"	17.11'	17.09'	N42°59'41"E	S47°17'52"W	S37°29'45"W
C43	100.00'	9°48'07"	17.11'	17.09'	N33°11'34"E	S37°29'45"W	S27°41'38"W
C44	100.00'	9°48'07"	17.11'	17.09'	N23°23'27"E	S27°41'38"W	S17°53'31"W
C45	100.00'	9°48'07"	17.11'	17.09'	N13°35'20"E	S17°53'31"W	S08°05'24"W
C46	100.00'	9°48'07"	17.11'	17.09'	N03°47'13"E	S08°05'24"W	S01°18'51"E
C47	100.00'	9°48'07"	17.11'	17.09'	N06°00'54"W	S01°18'51"E	S11°06'58"E
C48	100.00'	9°48'07"	17.11'	17.09'	N15°49'01"W	S11°06'58"E	S20°55'05"E
C49	100.00'	9°48'07"	17.11'	17.09'	N25°37'08"W	S20°55'05"E	S30°43'12"E
C50	100.00'	9°48'07"	17.11'	17.09'	N35°25'15"W	S30°43'12"E	S40°31'19"E
C51	100.00'	9°48'07"	17.11'	17.09'	N45°13'22"W	S40°31'19"E	S50°19'26"E
C52	100.00'	9°48'07"	17.11'	17.09'	N55°01'29"W	S50°19'26"E	S60°07'33"E
C53	100.00'	9°48'07"	17.11'	17.09'	N64°49'36"W	S60°07'33"E	S69°55'40"E
C54	100.00'	11°03'13"	19.29'	19.26'	N75°27'16"W	S69°55'40"E	S80°58'53"E
C55	100.00'	9°39'07"	16.85'	16.83'	N85°48'26"W	S80°58'53"E	S90°38'00"E

Curve Table

Curve #	Radius	Delta	Length	Chord	Chord Bearing	Tangent In	Tangent Out
C56	100.00'	9°39'07"	16.85'	16.83'	N85°48'26"W	S90°38'00"E	S80°58'53"E
C57	100.00'	11°03'13"	19.29'	19.26'	N75°27'16"W	S80°58'53"E	S69°55'40"E
C58	100.00'	9°48'07"	17.11'	17.09'	N64°49'36"W	S69°55'40"E	S60°07'33"E
C59	100.00'	9°48'07"	17.11'	17.09'	N55°01'29"W	S60°07'33"E	S50°19'26"E
C60	100.00'	9°48'07"	17.11'	17.09'	N45°13'22"W	S50°19'26"E	S40°31'19"E
C61	100.00'	9°48'07"	17.11'	17.09'	N35°25'15"W	S40°31'19"E	S30°43'12"E
C62	100.00'	9°48'07"	17.11'	17.09'	N25°37'08"W	S30°43'12"E	S20°55'05"E
C63	100.00'	9°48'07"	17.11'	17.09'	N15°49'01"W	S20°55'05"E	S11°06'58"E
C64	100.00'	9°48'07"	17.11'	17.09'	N06°00'54"W	S11°06'58"E	S01°18'51"E
C65	100.00'	9°48'07"	17.11'	17.09'	N03°47'13"E	S01°18'51"E	S08°05'24"W
C66	100.00'	9°48'07"	17.11'	17.09'	N13°35'20"E	S08°05'24"W	S17°53'31"W
C67	100.00'	9°48'07"	17.11'	17.09'	N23°23'27"E	S17°53'31"W	S27°41'38"W
C68	100.00'	9°48'07"	17.11'	17.09'	N33°11'34"E	S27°41'38"W	S37°29'45"W
C69	100.00'	9°48'07"	17.11'	17.09'	N42°59'41"E	S37°29'45"W	S47°17'52"W
C70	100.00'	9°48'07"	17.11'	17.09'	N52°47'48"E	S47°17'52"W	S57°05'59"W
C71	100.00'	9°48'07"	17.11'	17.09'	N62°35'55"E	S57°05'59"W	S66°54'06"W
C72	100.00'	9°48'07"	17.11'	17.09'	N72°24'02"E	S66°54'06"W	S76°42'13"W
C73	100.00'	9°48'07"	17.11'	17.09'	N82°12'09"E	S76°42'13"W	S86°30'20"W
C74	100.00'	9°48'07"	17.11'	17.09'	N88°26'18"E	S86°30'20"W	S83°53'28"E
C75	100.00'	9°48'07"	17.11'	17.09'	N78°38'11"E	S83°53'28"E	S74°05'21"E
C76	100.00'	9°48'07"	17.11'	17.09'	N68°50'04"E	S74°05'21"E	S64°17'14"E
C77	100.00'	9°48'07"	17.11'	17.09'	N59°01'57"E	S64°17'14"E	S54°29'07"E
C78	100.00'	9°48'07"	17.11'	17.09'	N49°13'50"E	S54°29'07"E	S44°41'00"E
C79	100.00'	9°48'07"	17.11'	17.09'	N39°25'43"E	S44°41'00"E	S34°52'53"E
C80	100.00'	9°48'07"	17.11'	17.09'	N29°37'36"E	S34°52'53"E	S25°04'46"E
C81	100.00'	9°48'07"	17.11'	17.09'	N19°49'29"E	S25°04'46"E	S15°16'39"E
C82	100.00'	9°48'07"	17.11'	17.09'	N10°01'22"E	S15°16'39"E	S05°28'32"E
C83	100.00'	9°48'07"	17.11'	17.09'	N00°13'15"E	S04°19'23"W	S05°28'32"E
C84	100.00'	9°48'07"	17.11'	17.09'	N09°34'52"W	S14°07'16"W	S04°19'23"W
C85	100.00'	9°48'07"	17.11'	17.09'	N19°22'59"W	S23°55'09"W	S14°07'16"W
C86	100.00'	9°48'07"	17.11'	17.09'	N29°11'06"W	S33°43'02"W	S23°55'09"W
C87	100.00'	9°48'07"	17.11'	17.09'	N38°59'13"W	S43°30'55"W	S33°43'02"W
C88	100.00'	9°48'07"	17.11'	17.09'	N48°47'20"W	S53°18'48"W	S43°30'55"W
C89	100.00'	9°48'07"	17.11'	17.09'	N58°35'27"W	S63°06'41"W	S53°18'48"W
C90	100.00'	9°48'07"	17.11'	17.09'	N68°23'34"W	S72°54'34"W	S63°06'41"W
C91	100.00'	9°48'07"	17.11'	17.09'	N78°11'41"W	S82°42'27"W	S72°54'34"W
C92	100.00'	9°48'07"	17.11'	17.09'	N87°59'48"W	S86°30'20"W	S82°42'27"W
C93	100.00'	9°48'07"	17.11'	17.09'	S83°48'03"E	S90°38'00"E	S80°58'53"E
C94	100.00'	9°48'07"	17.11'	17.09'	S73°59'56"E	S80°58'53"E	S69°55'40"E
C95	100.00'	9°48'07"	17.11'	17.09'	S64°11'49"E	S69°55'40"E	S60°07'33"E
C96	100.00'	9°48'07"	17.11'	17.09'	S54°23'42"E	S60°07'33"E	S50°19'26"E
C97	100.00'	9°48'07"	17.11'	17.09'	S44°35'35"E	S50°19'26"E	S40°31'19"E
C98	100.00'	9°48'07"	17.11'	17.09'	S34°47'28"E	S40°31'19"E	S30°43'12"E
C99	100.00'	9°48'07"	17.11'	17.09'	S24°59'21"E	S30°43'12"E	S20°55'05"E
C100	100.00'	9°48'07"	17.11'	17.09'	S15°11'14"E	S20°55'05"E	S11°06'58"E
C101	100.00'	9°48'07"	17.11'	17.09'	S05°23'07"E	S11°06'58"E	S01°18'51"E
C102	100.00'	9°48'07"	17.11'	17.09'	S04°19'23"W	S01°18'51"E	S08°05'24"W
C103	100.00'	9°48'07"	17.11'	17.09'	S14°07'16"W	S08°05'24"W	S17°53'31"W
C104	100.00'	9°48'07"	17.11'	17.09'	S23°55'09"W	S17°53'31"W	S27°41'38"W
C105	100.00'	9°48'07"	17.11'	17.09'	S33°43'02"W	S27°41'38"W	S37°29'45"W
C106	100.00'	9°48'07"	17.11'	17.09'	S43°30'55"W	S37°29'45"W	S47°17'52"W
C107	100.00'	9°48'07"	17.11'	17.09'	S53°18'48"W	S47°17'52"W	S57°05'59"W
C108	100.00'	9°48'07"	17.11'	17.09'	S63°06'41"W	S57°05'59"W	S66°54'06"W
C109	100.00'	9°48'07"	17.11'	17.09'	S72°54'34"W	S66°54'06"W	S76°42'13"W
C110	100.00'	9°48'07"	17.11'	17.09'	S82°42'27"W	S76°42'13"W	S86°30'20"W
C111	100.00'	9°48'07"	17.11'	17.09'	N87°30'34"W	S86°30'20"W	S83°53'28"E
C112	100.00'	9°48'07"	17.11'	17.09'	N77°42'27"W	S83°53'28"E	S74°05'21"E
C113	100.00'	9°48'07"	17.11'	17.09'	N67°54'20"W	S74°05'21"E	S64°17'14"E
C114	100.00'	9°48'07"	17.11'	17.09'	N58°06'13"W	S64°17'14"E	S54°29'07"E
C115	100.00'	9°48'07"	17.11'	17.09'	N48°18'06"W	S54°29'07"E	S44°41'00"E
C116	100.00'	9°48'07"	17.11'	17.09'	N38°29'59"W	S44°41'00"E	S34°52'53"E
C117	100.00'	9°48'07"	17.11'	17.09'	N28°41'52"W	S34°52'53"E	S25°04'46"E
C118	100.00'	9°48'07"	17.11'	17.09'	N18°53'45"W	S25°04'46"E	S15°16'39"E
C119	100.00'	9°48'07"	17.11'	17.09'	N09°05'38"W	S15°16'39"E	S05°28'32"E
C120	100.00'	9°48'07"	17.11'	17.09'	N00°42'29"E	S05°28'32"E	S04°19'23"W
C121	100.00'	9°48'07"	17.11'	17.09'	N10°30'36"E	S04°19'23"W	S14°07'16"W
C122	100.00'	9°48'07"	17.11'	17.09'	N20°18'43"E	S14°07'16"W	S23°55'09"W
C123	100.00'	9°48'07"	17.11'	17.09'	N30°06'50"E	S23°55'09"W	S33°43'02"W
C124	100.00'	9°48'07"	17.11'	17.09'	N39°54'57"E	S33°43'02"W	S43°30'55"W
C125	100.00'	9°48'07"	17.11'	17.09'	N49°43'04"E	S43°30'55"W	S53°18'48"W
C126	100.00'	9°48'07"	17.11'	17.09'	N59°31'11"E	S53°18'48"W	S63°06'41"W
C127	100.00'	9°48'07"	17.11'	17.09'	N69°19'18"E	S63°06'41"W	S72°54'34"W
C128	100.00'	9°48'07"	17.11'	17.09'	N79°07'25"E	S72°54'34"W	S82°42'27"W
C129	100.00'	9°48'07"	17.11'	17.09'	N88°55'32"E	S82°42'27"W	S86°30'20"W
C130	100.00'	9°48'07"	17.11'	17.09'	N82°12'09"E	S86°30'20"W	S76°42'13"W
C131	100.00'	9°48'07"	17.11'	17.09'	N72°24'02"E	S76°42'13"W	S66°54'06"W
C132	100.00'	9°48'07"	17.11'	17.09'	N62°35'55"E	S66°54'06"W	S57°05'59"W
C133	100.00'	9°48'07"	17.11'	17.09'	N52°47'48"E	S57°05'59"W	S47°17'52"W
C134	100.00'	9°48'07"	17.11'	17.09'	N42°59'41"E	S47°17'52"W	S37°29'45"W
C135	100.00'	9°48'07"	17.11'	17.09'	N33°11'34"E	S37°29'45"W	S27°41'38"W
C136	100.00'	9°48'07"	17.11'	17.09'	N23°23'27"E	S27°41'38"W	S17°53'31"W
C137	100.00'	9°48'07"	17.11'	17.09'	N13°35'20"E	S17°53'31"W	S08°05'24"W
C138	100.00'	9°48'07"	17.11'	17.09'	N03°47'13"E	S08°05'24"W	S01°18'51"E
C139	100.00'	9°48'07"	17.11'	17.09'	N06°00'54"W	S01°18'51"E	S11°06'58"E
C140	100.00'	9°48'07"	17.11'	17.09'	N15°49'01"W	S11°06'58"E	S20°55'05"E
C141	100.00'	9°48'07"	17.11'	17.09'	N25°37'08"W	S20°55'05"E	S30°43'12"E
C142	100.00'	9°48'07"	17.11'	17.09'	N35°25'15"W	S30°43'12"E	S40°31'19"E
C143	100.00'	9°48'07"	17.11'	17.09'	N45°13'22"W	S40°31'19"E	S50°19'26"E
C144	100.00'	9°48'07"	17.11'	17.09'	N55°01'29"W	S50°19'26"E	S60°07'33"E
C145	100.00'	9°48'07"	17.11'	17.09'	N64°49'36"W	S60°07'33"E	S69°55'40"E
C146	100.00'	9°48'07"	17.11'	17.09'	N74°37'43"W	S69°55'40"E	S79°43'47"E
C147	100.00'	9°48'07"	17.11'	17.09'	N84°25'50"W	S79°43'47"E	S89°31'54"E
C148	100.00'	9°48'07"	17.11'	17.09'	N87°30'34"W	S89°31'54"E	S86°30'20"W
C149	100.00'	9°48'07"	17.11'	17.09'	N77°42'27"W	S86°30'20"W	S76°42'13"W
C150	100.00'	9°48'07"	17.11'	17.09'	N67°54'20"W	S76°42'13"W	S66°54'06"W
C151	100.00'	9°48'07"	17.11'	17.09'	N58°06'13"W	S66°54'06"W	S57°05'59"W
C152	100.00'	9°48'07"	17.11'	17.09'	N48°18'06"W	S57°05'59"W	S47°17'52"W
C153	100.00'	9°48'07"	17.11'	17.09'	N38°29'59"W	S47°17'52"W	S37°29'45"W
C154	100.00'	9°48'07"	17.11'	17.09'	N28°41'52"W	S37°29'45"W	S27°41'38"W
C155	100.00'	9°48'07"	17.11'	17.09'	N18°53'45"W	S27°41'38"W	S17°53'31"W
C156	100.00'	9°48'07"	17.11'	17.09'	N09°05'38"W	S17°53'31"W	S08°05'24"W
C157	100.00'	9°48'07"	17.11'	17.09'	N00°42'29"E	S08°05'24"W	S01°18'51"E
C158	100.00'	9°48'07"	17.11'	17.09'	N10°30'36"E	S01°18'51"E	S11°06'58"E
C159	100.00'	9°48'07"	17.11'	17.09'	N20°18'43"E	S11°06'58"E	S20°55'05"E
C160	100.00'	9°48'07"	17.11'	17.09'	N30°06'50"E	S20°55'05"E	S30°43'12"E
C161	100.00'	9°48'07"	17.11'	17.09'	N39°54'57"E	S30°43'12"E	S40°31'19"E
C162	100.00'	9°48'07"	17.11'	17.09'	N49°43'04"E	S40°31'19"E	S50°19'26"E
C163	100.00'	9°48'07"	17.11'	17.09'	N59°31'11"E	S50°19'26"E	S60°07'33"E
C164	100.00'	9°48'07"	17.11'	17.09'	N69°19'18"E	S60°07'33"E	S69°55'40"E
C165	100.00'	9°48'07"	17.11'	17.09'	N79°07'25"E	S69°55'40"E	S79°43'47"E
C166	100.00'	9°48'07"	17.11'	17.09'	N88°55'32"E	S79°43'47"E	S89°31'54"E
C167	100.00'	9°48'07"	17.11'	17.09'	N82°12'09"E	S89°31'54"E	S86°30'20"W
C168	100.00'	9°48'07"	17.11'	17.09'	N72°24'02"E	S86°30'20"W	S76°42'13"W
C169	100.00'	9°48'07"	17.11'	17.09'	N62°35'55"E	S76°42'13"W	S66°54'06"W
C170	100.00'	9°48'07"	17.11'	17.09'	N52°47'48"E	S66°54'06"W	S57°05'59"W
C171	100.00'	9°48'07"	17.11'	17.09'	N42°59'41"E	S57°05'59"W	S47°17'52"W
C172	100.00'	9°48'07"	17.11'	17.09'	N33°11'34"E	S47°17'52"W	S37°29'45"W
C173	100.00'	9°48'07"	17.11'	17.09'	N23°23'27"E	S37°29'45"W	S27°41'38"W
C174	100.00'	9°48'07"	17.11'	17.09'	N13°35'20"E	S27°41'38"W	S17°53'31"W
C175	100.00'	9°48'07"	17.11'	17.09'	N03°47'13"E	S17°53'31"W	S08°05'24"W
C176	100.00'	9°48'07"	17.11'	17.09'	N06°00'54"W	S08°05'24"W	S01°18'51"E
C177	100.00'	9°48'07"	17.11'	17.09'	N15°49'01"W	S01°18'51"E	S11°06'58"E
C178	100.00'	9°48'07"	17.11'	17.09'	N25°37'08"W	S11°06'58"E	S20°55'05"E
C179	100.00'	9°48'07"	17.11'	17.09'	N35°25'15"W	S20°55'05"E	S30°43'12"E
C180	100.00'	9°48'07"	17.11'	17.09'	N45°13'22"W	S30°43'12"E	S40°31'19"E
C181	100.00'	9°48'07"	17.11'	17.09'	N55°01'29"W	S40°31'19"E	S50°19'26"E
C182	100.00'	9°48'07"	17.11'	17.09'	N64°49'36"W	S50°19'26"E	S60°07'33"E
C183	100.00'	9°48'07"	17.11'	17.09'	N74°37'43"W	S60°07'33"E	S69°55'40"E
C184	100.00'	9°48'07"	17.11'	17.09'	N84°25'50"W	S69°55'40"E	S79°43'47"E
C185	100.00'	9°48'07"	17.11'	17.09'	N87°30'34"W	S79°43'47"E	S89°31'54"E
C186	100.00'	9°48'07"	17.11'	17.09'	N77°42'27"W	S89°31'54"E	S86°30'20"W
C187	100.00'	9°48'07"	17.11'	17.09'	N67°54'20"W	S86°30'20"W	S76°42'13"W
C188	100.00'	9°48'07"	17.11'	17.09'	N58°06'13"W	S76°42'13"W	S66°54'06"W
C189	100.00'	9°48'07"	17.11'	17.09'	N48°18'06"W	S66°54'06"W	S57°05'59"W
C190	100.00'	9°48'07"	17.11'	17.09'	N38°29'59"W	S57°05'59"W	S47°17'52"W
C191	100.00'	9°48'07"	17.11'	17.09'	N28°41'52"W	S47°17'52"W	S37°29'45"W
C192	100.00'	9°48'07"	17.11'	17.09'	N18°53'45"W	S37°29'45"W	S27°41'38"W
C193	100.00'	9°48'07"	17.11'	17.09'	N09°05'38"W	S27°41'38"W	S17°53'31"W
C194	100.00'	9°48'07"	17.11'	17.09'	N00°42'29"E	S17°53'31"W	S08°05'24"W
C195	100.00'	9°48'07"	17.11'	17.09'	N10°30'36"E	S08°05'24"W	S01°18'51"E
C196	100.00'	9°48'07"	17.11'	17.09'	N20°18'43"E	S01°18'51"E	S11°06'58"E
C197	100.00'	9°48'07"	17.11'	17.09'	N30°06'50"E	S11°06'58"E	S20°55'05"E
C198	100.00'	9°48'07"	17.11'	17.09'	N39°54'57"E	S20°55'05"E	S30°43'12"E
C199	100.00'	9°48'07"	17.11'	17.09'	N49°43'04"E	S30°43'12"E	S40°31'19"E
C200	100.00'	9°48'07"	17.11'	17.09'	N59°31'11"E	S40°31'19"E	S50°19'26"E
C201	100.00'	9°48'07"	17.11'	17.09'	N69°19'18"E	S50°19'26"E	S60°07'33"E
C202	100.00'	9°48'07"	17.11'	17.09'	N79°07'25"E	S60°07'33"E	S69°55'40"E
C203	100.00'	9°48'07"	17.11'	17.09'	N88°55'32"E	S69°55'40"E	S79°43'47"E
C204	100.00'	9°48'07"	17.11'	17.09'	N82°12'09"E	S79°43'47"E	S89°31'54"E
C205	100.00'	9°48'07"	17.11'	17.09'	N72°24'02"E	S89°31'54"E	S86°30'20"W
C206	100.00'	9°48'07"	17.11'	17.09'	N62°35'55"E	S86°30'20"W	S76°42'13"W
C207	100.00'	9°48'07"	17.11'	17.09'	N52°47'48"E	S76°42'13"W	S66°54'06"W
C208	100.00'	9°48'07"	17.11'	17.09'	N42°59'41"E	S66°54'06"W	S57°05'59"W
C209	100.00'	9°48'07"	17.11'	17.09'	N33°11'34"E	S57°05'59"W	S47°17'52"W
C210	100.00'	9°48'07"	17.11'	17.09'	N23°23'27"E	S47°17'52"W	S37°29'45"W
C211	100.00'	9°48'07"	17.11'	17.09'	N13°35'20"E	S37°29'45"W	S27°41'38"W
C212	100.00'	9°48'07"	17.11'	17.09'	N03°47'13"E	S27°41'38"W	S17°53'31"W
C213	100.00'	9°48'07"	17.11'	17.09'	N06°00'54"W	S17°53'31"W	S08°05'24"W
C214	100.00'	9°48'07"	17.11'	17.09'	N15°49'01"W	S08°05'24"W	S01°18'51"E
C215	100.00'	9°48'07"	17.11'	17.09'	N25°37'08"W	S01°18'51"E	S11°06'58"E
C216	100.00'	9°48'07"	17.11'	17.09'	N35°25'15"W	S11°06'58"E	S20°55'05"E
C217	100.00'	9°48'07"	17.11'	17.09'	N45°13'22"W	S20°55'05"E	S30°43'12"E
C218	100.00'	9°48'07"	17.11'	17.09'	N55°01'29"W	S30°43'12"E	S40°31'19"E
C219	100.00'	9°48'07"	17.11'	17.09'	N64°49'36"W	S40°31'19"E	S50°19'26"E
C220	100.00'	9°48'07"	17.11'	17.09'	N74°37'43"W	S50°19'26"E	S60°07'33"E
C221	100.00'	9°48'07"	17.11'	17.09'	N84°25'50"W	S60°07'33"E	S69°55'40"E
C222	100.00'	9°48'07"	17.11'	17.09'	N87°30'34"W	S69°55'40"E	S79°43'47"E
C223	100.00'	9°48'07"	17.11'	17.09'	N77°42'27"W	S79°43'47"E	S89°31'54"E
C224	100.00'	9°48'07"	17.11'	17.09'	N67°54'20"W	S89°31'54"E	S86°30'20"W
C225	100.00'	9°48'07"	17.11'	17.09'	N58°06'13"W	S86°30'20"W	S76°42'13"W
C226	100.00'	9°48'07"	17.11'	17.09'	N48°18'06"W	S76°42'13"W	S66°54'06"W
C227	100.00'	9°48'07"	17.11'	17.09'	N38°29'59"W	S66°54'06"W	S57°05'59"W
C228	100.00'	9°48'07"	17.11'	17.09'	N28°41'52"W	S57°05'59"W	S47°17'52"W
C229	100.00'	9°48'07"	17.11'	17.09'	N18°53'45"W	S47°17'52"W	S37°29'45"W
C230	100.00'	9°48'07"	17.11'	17.09'	N09°05'38"W	S37°29'45"W	S27°41'38"W
C231	100.00'	9°48'07"	17.11'	17.09'	N00°42'29"E	S27°41'38"W	S17°53'31"W
C232	100.00'	9°48'07"	17.11'	17.09'	N10°30'36"E	S17°53'31"W	S08°05'24"W
C233	100.00'	9°48'07"	17.11'	17.09'	N20°18'43"E	S08°05'24"W	S01°18'51"E
C234	100.00'	9°48'07"	17.11'	17.09'	N30°06'50"E	S01°18'51"E	S11°06'58"E
C235	100.00'	9°48'07"	17.11'	17.09'	N39°54'57"E	S11°06'58"E	S20°55'05"E
C236	100.00'	9°48'07"	17.11'	17.09'	N49°43'04"E	S20°55'05"E	S30°43'12"E
C237	100.00'	9°48'07"	17.11'	17.09'	N59°31'11"E	S30°43'12"E	S40°31'19"E
C238	100.00'	9°48'07"	17.11'	17.09'	N69°19'18"E	S40°31'19"E	S50°19'26"E
C239	100.00'	9°48'07"	17.11'	17.09'	N79°07'25"E	S50°19'26"E	S60°07'33"E
C240	100.00'	9°48'07"	17.11'	17.09'	N88°55'32"E	S60°07'33"E	S69°55'40"E
C241	100.00'	9°48'07"	17.11'	17.09'	N82°12'09"E	S69°55'40"E	S79°43'47"E
C242	100.00'	9°48'07"	17.11'	17.09'	N72°24'02"E	S79°43'47"E	S89°31'54"E
C243	100.00'	9°48'07"	17.11'	17.09'	N62°35'55"E	S89°31'54"E	S86°30'20"W
C244	100.00'	9°48'07"	17.11'	17.09'	N52°47'48"E	S86°30'20"W	S76°42'13"W
C245	100.00'	9°48'07"	17.11'	17.09'	N42°59'41"E	S76°42'13"W	S66°54'06"W
C246	100.00'	9°48'07"	17.11'	17.09'	N33°11'34"E	S66°54'06"W	S57°05'59"W
C247	100.00'	9°48'07"	17.11'	17.09'	N23°23'27"E	S57°05'59"W	S47°17'52"W
C248	100.00'	9°48'07"	17.11'	17.09'	N13°35'20"E	S47°17'52"W	S37°29'45"W
C249	100.00'	9°48'07"	17.11'	17.09'	N03°47'13"E	S37°29'45"W	S27°41'38"W
C250	100.00'	9°48'07"	17.11'	17.09'	N06°00'54"W	S27°41'38"W	S17°53'31"W
C251	100.00'	9°48'07"	17.11'	17.09'	N15°49'01"W	S17°53'31"W	S08°05'24"W
C252	100.00'	9°48'07"	17.11'	17.09'	N25°37'08"W	S08°05'24"W	S01°18'51"E
C253	100.00'	9°48'07"	17.11'	17.09'	N35°25'15"W	S01°18'51"E	S11°06'58"E
C254	100.00'	9°48'07"	17.11'	17.09'	N45°13'22"W	S11°06'58"E	S20°55'05"E
C255	100.00'	9°48'07"	17.11'	17.09'	N55°01'29"W	S20°55'05"E	S30°43'12"E
C256	100.00'	9°48'07"	17.11'	17.09'	N64°49'36"W	S30°43'12"E	S40°31'19"E
C257	100.00'	9°48'07"	17.11'	17.09'	N74°37'43"W	S40°31'19"E	S50°19'26"E
C258	100.00'	9°48'07"	17.11'	17.09'	N84°25'50"W	S50°19'26"E	S60°07'33"E
C259	100.00'	9°48'07"	17.11'	17.09'	N87°30'34"W	S60°07'33"E	S69°55'40"E
C260	100.00'	9°48'07"	17.11'	17.09'	N77°42'27"W	S69°55'40"E	S79°43'47"E
C261	100.00'	9°48'07"	17.11'	17.09'	N67°54'20"W	S79°43'47"E	S89°31'54"E
C262	100.00'	9°48'07"	17.11'	17.09'	N58°06'13"W	S89°31'54"E	S86°30'20"W
C263	100.00'	9°48'07"	17.11'	17.09'	N48°18'06"W	S86°30'20"W	S76°42'13"W
C264	100.00'	9°48'07"	17.11'	17.09'	N38°29'59"W	S76°42'13

EXHIBIT C

PRECISE IMPLEMENTATION PLAN

EXHIBIT D

PHASING DIAGRAM

EXHIBIT E

IMPACT FEES SCHEDULE

Impact fees are $1865/sewer connection, $1690/water connection, and $230/park for each dwelling unit. Those are current charges and could be increased by ordinance. No proposed changes for 2016.

EXHIBIT F

MONOTONY CODE

MONOTONY CODE LOT RESTRICTIONS

SYMPHONY BAY DEVELOPMENT

Restriction:

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

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

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

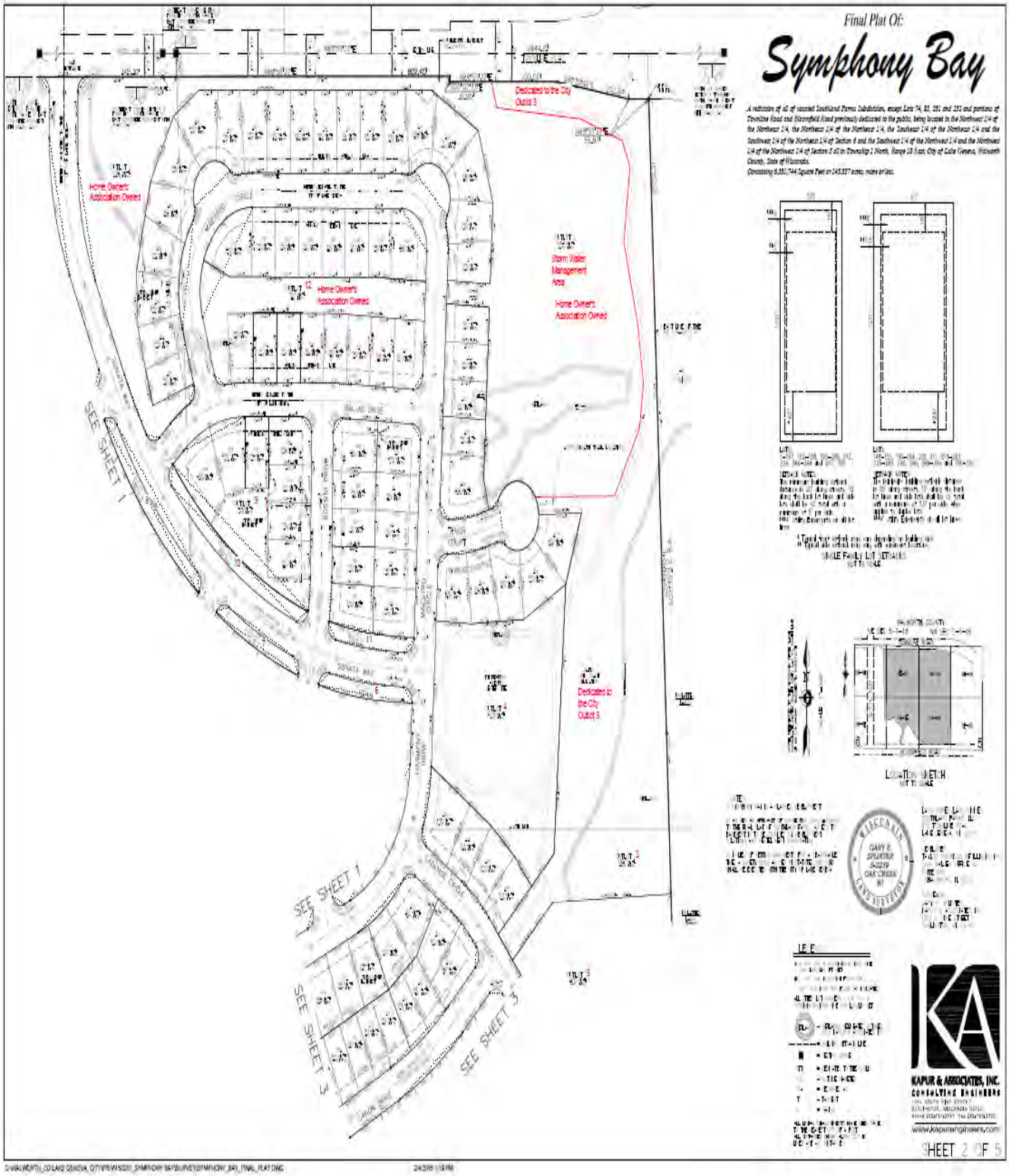
Definitions:

a) Configuration – a combination of product type. Elevation, exterior fenestration (siding, stucco, brick or stone), and color package.

b) Color Package – a combination of siding, stucco, brick, stone, trim/gutter, accent, and roof colors incorporated into the exterior color fenestration of a single home.

EXHIBIT G

AREAS DESIGNATED AS PUBLIC PATHS AND AREAS DESIGNATED AS COMMUNITY AREAS



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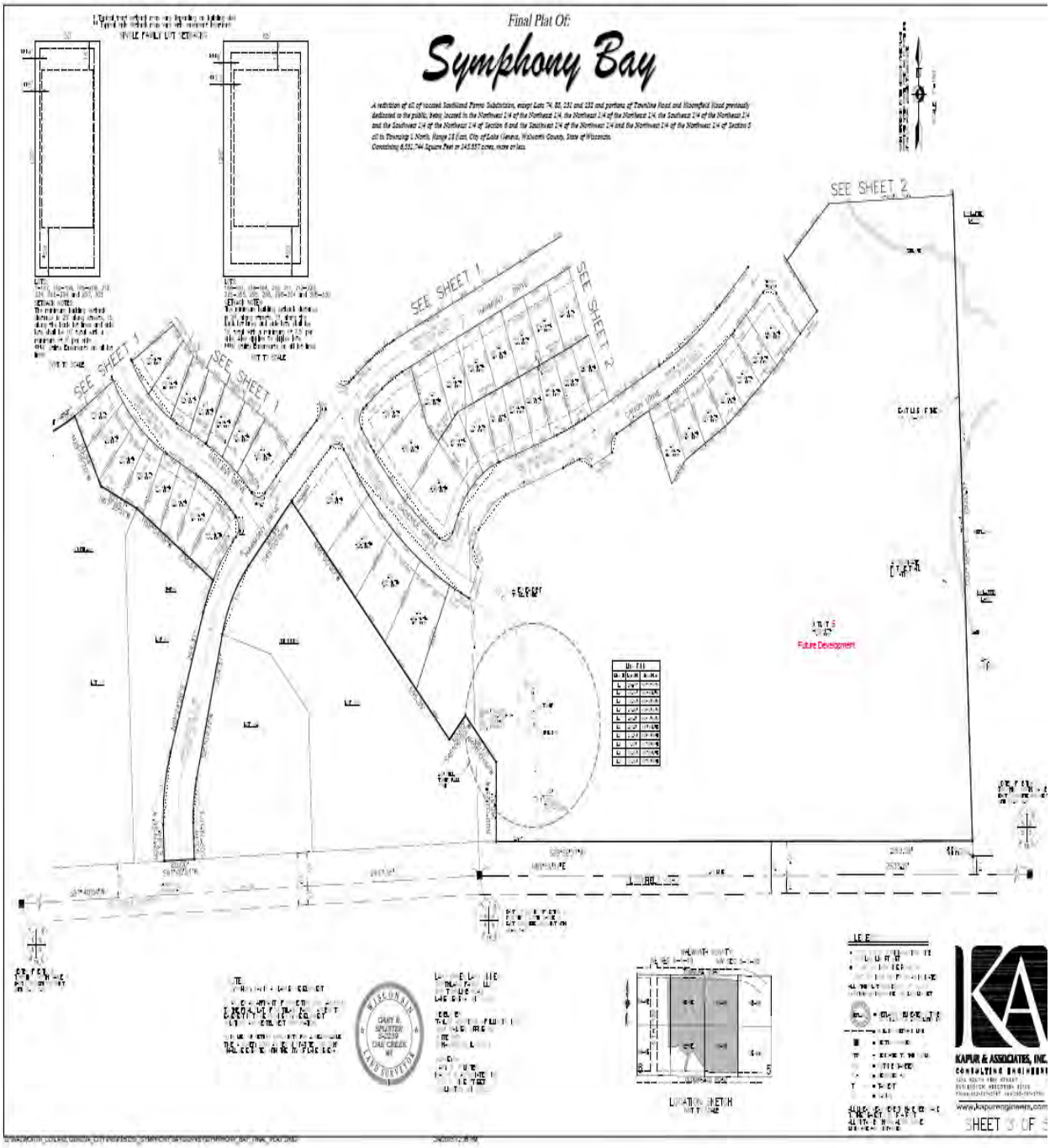
Final Plat Of:
Symphony Bay
SEE SHEET 1
SEE SHEET 2
Future Development
KAPUR & ASSOCIATES, INC.
SHEET 3 OF

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

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

ABOVE SPACE FOR RECORDER'S USE ONLY

DECLARATION OF COVENANTS FOR SYMPHONY BAY

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

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DECLARATION OF COVENANTS FOR SYMPHONY BAY

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

R E C I T A L S

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Declarant hereby declares as follows:

Article One
DEFINITIONS

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

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

1.02 ASSOCIATION MAINTAINED PUBLIC AREA: Those landscaped areas located in the dedicated rights of way adjacent to _____ which serve the Development and the Dog Park.

1.03 BIKE TRAIL:The bike trail located on the Development and on the adjacent property and all improvements thereon, which shall be conveyed to the Municipality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.17 DOG PARK:That part of Outlot 1 containing areas and facilities installed by the Developer and used by the Owners for the exercise of their dogs residing within the Development. The Dog Park shall be owned by the municipality, but shall be maintained by the Association, at its cost.

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

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

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

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

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

1.23 DUPLEX LOT:A subdivided lot which is designatedin Part II.B.of Exhibit B hereto, as Exhibit B may be amended from time to time, as a “Duplex Lot”.

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

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

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

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

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

1.29 MONUMENT SIGN EASEMENT:Easement on _____ for monument sign which shall be maintained by the Association pursuant to a Monument Sign Easement.

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

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

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

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

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

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

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

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

1.38 TURNOVERDATE:The date on which the right of the Declarant to manage the affairs of the Association is terminated under Section 9.05.

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

1.40 WOODLAND CONSERVANCY EASEMENT:Easement on Outlot 1 for conservation which shall be maintained by the Municipality pursuant to a conservation easement created in the deed of conveyance to the Municipality.

Article Two
SCOPE OF DECLARATION/CERTAIN EASEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) the eaves, gutters, downspouts, facia, flashings, and like appendages which serve the Home on the Dwelling Unit;

(b) the chimney which serves the Home on the Dwelling Unit;

(c) the air conditioning equipment which serves the Home on the Dwelling Unit; or

(d) balconies, steps, porches, door entries and patios which serve the Home on the Dwelling Unit.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

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

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

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

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

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

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

2.17 OTHER EASEMENTS:The Association shall be responsible for all necessary maintenance and repairs associated with the:

(a) The Monument Sign Easement; and

(b) The Woodland Conservancy Easement.

Article Three
MAINTENANCE/SERVICES/ALTERATIONS

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

3.02 MAINTENANCE BY ASSOCIATION:

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

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

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

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

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

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

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

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

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

(ix) The Dog Park and any landscape island located on the Association Maintained Public Area.

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

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

3.03 MAINTENANCE BY OWNER:

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

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

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

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

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

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

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

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

3.04 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Premises may not be separately metered and billed to the Association. Without limiting the foregoing, the Association shall have the right to use water from taps or spigots which may be located on a Home for the purpose of watering landscaping on the Community Area. If the cost for any such utility is metered and charged to individual Dwelling Units rather than being separately metered and charged to the Association, then the following shall apply:

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

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

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

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

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA:

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

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

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

area in accordance with the plans approved by the Municipality and the cost thereof shall be a Community Expense.

3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO DETACHED HOME LOTS:Subject to the provisions of Section 9.08, no additions, alterations or improvements shall be made to any Detached Home Lot or any part of the Detached Home which is visible from outside the Detached Home without the prior written consent of the Board, in consultation with the Detached Home Committeeand, until the Declarant no longer owns or controls title to any portion of the Development Area, the prior written consent of the Declarant. If an addition, alteration or improvement which requires the consent of the Boardand/or Declarant hereunder is made to a Detached Home Lot or any part of the Detached Home thereon by an Owner without the prior written consent of the Boardor Declarant, or both, as applicable, then (i) the Board may, in its discretion, take any of the following actions; and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take any of the following actions:

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

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

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

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

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

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

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

Article Four
INSURANCE/CONDEMNATION

4.01 ASSOCIATION INSURANCE:

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

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

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

4.02 DUPLEX INSURANCE/DAMAGE:

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

(b) The Board shall have the authority to and may obtain insurance for the Duplexes against loss or damage by fire and such other hazards as may be required by the Federal National Mortgage Association, as the Board may deem desirable, or as reasonably required by First Mortgages, for the full insurable replacement cost of the Duplexes, including fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the Duplexes; provided, that, unless specifically obtained by the Board, the insurance coverage shall not be required to include any "Improvements and Betterments" to a Duplex. For purposes hereof, Improvements and Betterments shall include all decorating, fixtures and furnishings installed or added to and located within the boundaries of the Duplex, including without limitation, electrical fixtures, appliances, air conditioning and heating equipment, water heaters, built in cabinets, floor coverings, including, but not limited to, carpeting, wood and vinyl flooring, wall coverings and ceiling coverings, including, but not limited to, paint and paneling. Premiums for such insurance shall be Duplex Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for each of the Duplex Owners. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any Duplex Owner, (iii) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the First Mortgagee of each Duplex, and (iv) shall contain waivers of subrogation with respect to the Association and its directors and officers, employees and agents (including the managing agent), Owners, occupants of the Duplexes, First Mortgagees, the Declarant and shall name all such parties as additional insured parties as their interests may appear.

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

(d) Unless expressly advised to the contrary by the Board, each Owner of a Duplex shall obtain his own insurance on the Improvement and Betterments (as defined in Section 4.02)

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

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

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

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

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

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

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Duplex Committee under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members

representing at least two-thirds (2/3rds) of the votes cast by Voting Members representing Duplexes at such meeting.

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

(5) If the Voting Members representing Duplexes do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above, then the Duplex Committee may, with the consent of the Board and Owners representing 75% of the Duplexes in the damaged building and First Mortgagees representing 75% of the Duplexes subject to Mortgages in the damaged building, amend this Declaration to withdraw the DuplexParcel which includes the Damaged Improvement from the terms hereof (except as provided below). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Duplex Owner shall be made to such Duplex Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Board in consultation with the Duplex Committee. From and after the effective date of the amendment referred to above in this paragraph, the Owner of the Duplex located on the DuplexParcel which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Duplexes if the amendment had not been Recorded; provided, that, the Duplex Parcel shall continue to be subject to the provisions of Section 3.08 hereof and upon issuance of an occupancy permit for a building constructed on a DuplexParcel removed from the terms hereof as provided above, the DuplexParcel shall thereupon be subject to the terms hereof and each Duplex to be constructed thereon shall become a Duplex hereunder.

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

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

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

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

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

Article Five
THE ASSOCIATION

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

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

5.03 VOTINGMEMBERS: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Dwelling Unit. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the

Dwelling Unit be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit.

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

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

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

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

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

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

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

Article Six
ASSESSMENTS

6.01 PURPOSEOFASSESSMENTS: The assessments levied by the Association shall be exclusively for the purposes of administering the affairs of the Association, paying the Community Expensesand DuplexExpenses, and accumulating reserves for any such expenses.

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

(a) The estimated Community Expenses;

(b) The estimated amount, if any, to maintain adequate reserves for Community Expenses;

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

(d) The amount of the "Community Assessment" payable by the Owners of Dwelling Units, which is hereby defined as the amount determined in (a) above, plus the amount in (b) above, minus the amount determined in (c) above;

(e) That portion of the Community Assessment which shall be payable by the Owner of each Dwelling Uniteach month until the next Community Assessment or revised Community Assessment becomes effective, which monthly amount shall be equal to the Community Assessment, divided by the number of Dwelling Units, divided by 12, so that each Owner shall pay equal Community Assessments for each Dwelling Unit owned.

(f) The estimated Duplex Expenses;

(g) The estimated amount, if any, to maintain adequate reserves for Duplex Expenses;

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

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

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

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

Anything herein to the contrary notwithstanding the following provisions shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant's Development Plan and (ii) all proposed Dwelling Units have been sold and are occupied. The Declarant's Development Plan shall be kept on file with the Association and may be modified from time to time by Declarant. Prior to the Turnover Date, (i) each Owner (other than the Declarant) shall pay as the Owner's monthly share of the Community Assessment an amount equal to the budgeted Community Expenses as shown on the Stabilized Budget divided by the number of planned Dwelling Units as shown on the Declarant's Development Plan, divided by 12 so that each Owner (other than Declarant) will pay, with respect to each Dwelling Unit owned by the Owner, a monthly Community Assessment equal to what the Owner would be paying if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Dwelling Units have been built and are occupied, and (ii) each Owner of a Duplex (other than Declarant) shall pay as the Owner's monthly share of the Duplex Assessment an amount equal to the budgeted Duplex Expenses as shown on the Stabilized Budget, divided by the number of planned Duplexes as shown on the Declarant's Development Plan, divided by 12, so that each Owner of a Duplex(other than

Declarant) will pay, with respect to each Duplex owned by the Owner, a monthly Duplex Assessment equal to what the Owner would be paying with respect to the Duplex if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Duplexes have been built and are occupied. Declarant shall not be obligated to pay any Community Assessmentsor Duplex Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of any of the Community Assessmentsor Duplex Assessments billed to Owners (regardless of whether paid by Owners), plus working capital contributions under Section 6.07 payable by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Community Expensesand Duplex Expenses, actually incurred with respect to such period, then the Declarant shall pay such difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.

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

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

6.05 SPECIALASSESSMENT: The Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expensesand Duplex Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, Duplex Exteriors or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Dwelling Units in equal shares; except, that a special assessment with respect to Duplex Exteriors or to cover a deficit under the

prior year's budget for Duplexes Expenses shall be levied only against the Owners of Duplexes and only by action of the Duplex Committee. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Dwelling Units against which the proposed special assessment shall be levied may vote on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

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

6.07 INITIALCAPITALCONTRIBUTION:

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

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

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

Article Seven
COLLECTION OF CHARGES AND REMEDIES FOR BREACH OR VIOLATION

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

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

7.03 NON-PAYMENTOFCHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid after sixty (60) days, but not more than six (6) months from the due date of the assessment. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to

recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. Any foreclosure action may be brought at the Association's election either (x) in the same manner as an action to foreclose a real estate mortgage or (y) as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Said election between (x) and (y) above shall be made by the Board on a case by case basis. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Dwelling Unit.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revisedCommunity Assessment, Duplex Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

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

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

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

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

Article Eight
USE RESTRICTIONS

8.01 RESIDENTIAL USE: Each Dwelling Unit shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of a Dwelling Unit or any portion thereof, nor shall any Resident's use of a Dwelling Unit endanger the health or disturb the reasonable enjoyment of any other Owner or Resident, except that professional and quasi-professional persons may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions shall not, however, be construed to prohibit a Resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence therefrom, or (d) conducting an in-home business not prohibited by applicable laws, ordinances or regulations. Any lease affecting a Dwelling Unit is subject to these provisions and the terms of this Declaration, including without limitation Section 2.16.

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

8.03 PETS: No animal of any kind shall be raised, bred, or kept on the Community Area. The Board may from time to time adopt rules and regulations governing (a) the keeping of pets in the Home, which may include prohibiting certain species of pets from being kept in the Home and (b) the use of the Community Area by pets. Any pet causing or creating a nuisance or

unreasonable disturbance to an Owner shall be permanently removed from the Premises by the pets owner upon three (3) days written notice from the Board to the Owner of the Home containing such pet and the decision of the Board shall be final. No pet shall be permitted on the Community Area unless it is leashed. The owner of a pet shall be responsible for the immediate removal of pet waste from the Community Area.

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

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

8.06 PARKING / VEHICLES:

(a) Parking areas and driveways shall be used for parking operable and licensed passenger motor vehicles only and no part of any Dwelling Unit shall be used for storage use, or parking of mobile homes, trailers, commercial vehicles, snowmobiles or boats except within the confines of a garage. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage. Passenger motor vehicles in non-operative condition shall not be parked, except in garages. No golf carts or other motorized recreation vehicles shall be operated on the Premises, except as operated by the Declarant.

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

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

8.08 ANTENNA/SATELLITE DISHES: Subject to the provisions of Section 3.07and 3.08to applicable federal, state or local laws, ordinances or regulations, towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite or other signals shall not be installed or mounted on the outside of any Home. The foregoing, however, does not prohibit direct broadcast satellite receiving discs or dishes no larger than eighteen inches (18") in diameter provided that such over-the air reception devices are installed or mounted in compliance with rules and regulation adopted by the Board from time to time pertaining to the location, screening and manner of installation of such devices and provided that such rules and

regulations do not cause unreasonable cost or delay and do not preclude reception of an acceptable quality signal. The purpose, herein, is to be courteous to the surrounding Owners. Under no circumstances shall free standing transmission or receiving towers which support satellite discs or dishes larger than one (1) meter in diameter or non-standard television antennae shall be permitted within the Development Area.

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

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

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

8.12 RULES AND REGULATIONS:

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

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

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

8.14 OUTBUILDINGS AND OTHER STRUCTURES:

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

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

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

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

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

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

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

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

Area A: 1400 square feet
Area B: 1700 square feet
Area C: 1200 square feet

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

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

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

8.23 MONOTONY STANDARDS:The Premises is subject to certain Municipal Monotony Code Lot Restrictions as provided in the Development agreement entered into by the Declarant affecting the Premisesand as included on Exhibit D attached hereto and made a part hereof. As provided is Section 10.02, the provisions of this Section may only be amended with the written consent of the Municipality.

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

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

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

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

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the Municipality or to any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area or Duplex Common Areato any governmental authority, public utility or private utility for the installation and maintenance of

electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Dwelling Unit.

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

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

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

9.08 MATTERS AFFECTING COMMUNITY AREA: During the Declarant Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed on any portion of the Community Area (an "Outlot") without the prior written consent of the Declarant. Any such lien or encumbrance placed or imposed on a portion of an Outlot without Declarant's consent shall be null and void. In order to reflect or conform to a change in the Declarant's plan for the development, any time prior to the end of the Declarant Rights Period, the Declarant shall have the right and power to (i) Record a Special Amendment pursuant to Section 10.01(vii) to withdraw and remove any portion of an Outlot from the Premises, and (ii) require the Association to convey the portion of the Outlot so withdrawn and removed from the Premises to Declarant or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by the Declarant pursuant to this Section.

Article Ten
AMENDMENT

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the

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

10.02 AMENDMENT: Subject to Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least seventy-five percent of the total votes or by an instrument executed by Owners of at least seventy-five percent (75%) of the Dwelling Units; except, that (i) the provisions of this Section 10.02may be amended only by an instrument executed by all of the Owners and all First Mortgagees,(ii) Article Nine, Article Twelveor any other provisions relating to the rights of Declarant may be amended only with the written consent of the Declarant and (iii) no amendment shall be made to this Declaration without the written consent of the Municipality, which consent shall not be unreasonably withheld or delayed. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit.No amendment shall become effective until properly Recorded.

Article Eleven
FIRST MORTGAGEES RIGHTS

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

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

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a

Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

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

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

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

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

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

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

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

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

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

11.02 CONSENT OF FIRST MORTGAGEES:

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

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

right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Dwelling Unit; or

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

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

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

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

Article Twelve
ANNEXING ADDITIONAL PROPERTY

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to fifteen (15) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area";any portion of any Added Premises which is made part of the Duplex Common Area shall be referred to as "Added Duplex Common Area"; and any Dwelling Units contained in the Added Premises shall be referred to as "Added Dwelling Units".After the expiration of said fifteen (15) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent the Owners (by number) of two-thirds (2/3) of all Dwelling Units then subject to this Declaration is first obtained.

12.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the

Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

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

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

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

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

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

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

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

Article Thirteen
PARTY WALLS

13.01 PARTY WALL: Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate

Duplexes shall constitute and be a "Party Wall", and the Owner of a Duplexim mediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

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

13.03 DAMAGE TO PARTY WALL:

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

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

(c) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Duplex.

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

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

Article Fourteen
MISCELLANEOUS

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

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

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

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

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

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

[Signature page follows]

Dated: _____, 20__

DECLARANT:

TAYLOR MORRISON OF ILLINOIS, INC.,
an Illinois corporation

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

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

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

Notary Public: _____
Commission expires:_____

EXHIBIT A TO
DECLARATION OF COVENANTS FOR SYMPHONY BAY

The Development Area

[To be inserted prior to recording.]

EXHIBITB TO
DECLARATION OF COVENANTS FOR SYMPHONY BAY

The Premises

[To be completed prior to recording.]

I. Premises:

II. Dwelling Units

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

1. Lots _____

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

1. Lots _____

III. Community Area:

1. Lots _____

IV. Duplex Common Area:

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

V. Association Maintained Public Areas:

A. The Dog Park.

B. Landscaping islands located in _____ Street.

PINs: _____

Addresses: _____

EXHIBIT CTO
DECLARATION OF COVENANTS FOR SYMPHONY BAY

Minimum Square Footage Map

[To be inserted prior to recording.]

EXHIBIT D TO
DECLARATION OF COVENANTS FOR SYMPHONY BAY

Monotony Standards

MONOTONY CODE LOT RESTRICTIONS

SYMPHONY BAY DEVELOPMENT

Restriction:

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

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

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

Definitions:

a) Configuration – a combination of product type, elevation, exterior fenestration (siding, stucco, brick or stone), and color package.

b) Color Package – a combination of siding, stucco, brick, stone, trim/gutter, accent, and roof colors incorporated into the exterior color fenestration of a single home.

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

To the Mayor and Common Council,

At the February 15, 2015 meeting of the Plan Commission three items were recommended for approval.

A site plan review filed by Dan Winkler for the City of Lake Geneva, for the Riviera landscaping of the front lawn and fountain area, was recommended for approval with the addition of the Staff recommendations from the Public Works Department.

A Certified Survey Map (CSM) filed by GPC Real Estate, LLC for Geneva Meadows Apartments was recommended for approval for the combination of all lots with the addition of the Staff recommendations.

A Final Plat and Precise Implementation Plan (PIP) filed by Taylor Morrison of Illinois, Inc., for Symphony Bay subdivision for land located between Bloomfield Road and Townline Road and East of Edwards Blvd formally known as Southland Farms subdivision. Plan Commission recommended that the Final Plat be approved with the recommendations of the letters from Nielson Madsen & Barber S.C. dated February 10, 2016, Kapur & Associates dated February 12, 2016 and Vanderwalle & Associates dated February 15, 2016 be recorded as part of the conditions of approval. In addition the Plan Commission added the requirements that the Final Building Plans for the Club House / Amenity Center and Duplex Units be approved by the Plan Commission at a future meeting, the Subdivision entrance signs be set back from the property line a distance equal to the height of the sign, a note added to the Plat stating: garages will be equal or set back from the building/porch front plane and final approval from Nielson Madsen & Barber S.C. for the grading and storm water management plans with both engineering firms to address East – West Swale, and all construction traffic to enter on Bloomfield Road.

As the Building and Zoning Administrator I am therefore requesting that the City Council take into consideration the unanimous vote of the Plan Commission and approve both the Site Plan Amendment and the Final Plat and Precise Implementation Plan (PIP) for Symphony Bay subdivision including all of the Plan Commission conditions of approval.

Sincerely,
Kenneth Robers
Building and Zoning Administrator

Vendor: 3058 **NIELSEN MADSEN & BARBER SC**
1458 HORIZON BLVD
SUITE 200
RACINE, WI 53406
Phone: 262-634-5588
Contact:
Activation Date:
Termination Date:
Terms Code: Open Terms
Default Description:
Standard GL Accou
Vendor Type: Normal
Rating:
1099 ID Number: 391688771
Balance: .00

Totals Category	Report Dates	Year 2020	Year 2019
1099 Amount	.00	.00	.00
Purchases	5,826.75	.00	.00
Adjustments	.00	.00	.00
Payments	5,826.75	.00	.00
Discounts	.00	.00	.00
Discounts Lost	.00	.00	.00

	Date	Number	Amount
Last PO:	01/01/0001		.00
Last Invoice:	04/05/2016	28559	1,121.25
Last Check:	04/26/2016	62593	1,121.25

Invoice Detail

Invoice Date	Invoice Number	Seq	GL Period	Type	Input Date	Description	Amount	Payment Due Date	Discount	PO Number	PO Seq	Check Number	GL Account	1099 Type
03/03/2016	28475	1	03/16	Invoice	03/15/2016	SYMPHONY BAY ENG	4,705.50	03/15/2016	-			62327	11-00-00-13910	None
04/05/2016	28559	1	04/16	Invoice	04/26/2016	MARCH ENG	1,121.25	04/26/2016	-			62593	11-00-00-13910	None

Check Detail

Check Date	Check Number	Seq	GL Period	Type	Input Date	Amount	Discount Taken	Discount Lost	Invoice Number	Inv Seq	Invoice Description	Bank	GL Account	1099
03/15/2016	62327	1	03/16	Calculated	05/29/2018	4,705.50	.00	.00	28475	1	SYMPHONY BAY ENG	1	11-00-00-139	None
04/26/2016	62593	1	04/16	Calculated	05/29/2018	1,121.25	.00	.00	28559	1	MARCH ENG	1	11-00-00-139	None

PO Detail

PO Date	PO Number	Seq	GL Period	Type	Input Date	Description	Amount	PO Balance	Req Number	Re Seq	Invoice Number	GL Account	Recvd

Requisition Detail

Requisition Date	Requisition Number	Seq	Status	Status Date	Description	Amount	PO Number	GL Account

Requisition Date	Requisition Number	Seq	Status	Status Date	Description	Amount	PO Number	GL Account

Report Criteria:
[Report].Vendor Number = 3058

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE # / VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
NAPAE ELKHORN NAPA AUTO PARTS							
23104	02/25/16	01	AIR/OIL FILTERS	1132105351		03/15/16	45.96
						INVOICE TOTAL:	45.96
23404	02/29/16	01	OIL SEAL-TRK #25	1132105351		03/15/16	34.99
						INVOICE TOTAL:	34.99
23416	02/29/16	01	OIL FILTER-TRK #56	1132105351		03/15/16	5.30
						INVOICE TOTAL:	5.30
						VENDOR TOTAL:	86.25
NCSS NATIONAL CAP & SET SCREW CO							
132052	02/17/16	01	PLOW PIVOT	1132125351		03/15/16	10.00
		02	DISCOUNT	1100004819			-0.20
						INVOICE TOTAL:	9.80
						VENDOR TOTAL:	9.80
NIELS NIELSEN MADSEN & BARBER SC							
28475	03/03/16	01	SYMPHONY BAY ENG	1100001391		03/15/16	4,705.50
						INVOICE TOTAL:	4,705.50
						VENDOR TOTAL:	4,705.50
OBORN OBORN, BLAINE							
REIMB WCMA CONF	03/02/16	01	WCMA CONF-MIDDLETON	1114205331		03/15/16	164.00
		02	154 MILES-WCMA CONF	1114205330			95.81
						INVOICE TOTAL:	259.81
						VENDOR TOTAL:	259.81
OFFIC OFFICE DEPOT							
823000704001	02/09/16	01	PRINTER,INK,PENS,TAPE	1122005310		03/15/16	252.47
						INVOICE TOTAL:	252.47

Agenda Item #9

Applicant:
GPC Real Estate, LLC
PO Box 400
Libertyville, IL 60048

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

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

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

Agenda Item #10

Applicant:
Taylor Morrison of Illinois, Inc.
1834 Walden Office Square, Suite 300
Schaumburg, IL 60173

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

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

A. If, after the public hearing, the Commission wishes to recommend approval, then the appropriate fact finding would be:

1. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
2. Specific to this site, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

3. The proposed conditional use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

4. The proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

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

6. The potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

B. If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be:

1. In general, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

2. Specific to this site, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

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

4. The proposed conditional use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

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

6. The potential public benefits of the proposed conditional use do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

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

Kenneth Robers
Zoning Administrator