



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

CITY OF LAKE GENEVA PLAN COMMISSION
MONDAY, MARCH 20, 2023 - 6:00 PM
COUNCIL CHAMBERS, CITY HALL

Members:

Mayor Klein, Alderperson Fesenmaier, Commissioners: John Gibbs, Joel Hoiland, Cindy Forster Fueredi, James Marquardt, and Kyle Cary

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:

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Access Code: 9746153

AGENDA

1. Meeting called to order by Charlene Klein.
2. Roll Call.
3. Approve Minutes of the January 16, 2023 Plan Commission meeting as distributed.
4. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to five (5) minutes.
5. Acknowledgment of Correspondence.
6. Downtown Design Review:
 - a. Application by MC Property Management INC; 123 Center Street, for a request to change the exterior colors of the building in the Central Business (CB) Downtown Design Overlay Zoning District, Tax Key Nos. ZMIL00001 - 00034
 - b. Application by Denise and Jeff Podhajsky; W303510577 Phantom Woods Road, Mukwonago WI for a request to change the exterior awnings of the building located at 264 Center Street, in the Central Business (CB) Downtown Design Overlay Zoning District, Tax Key No. ZOP00259
7. Review and Recommendation for a proposed land division condominium conversion request submitted by Younquist-Nading LLC; 255 Havenwood Drive, to create a 2-unit condominium building as identified in the documents generated by Farris, Hansen & Associates dated 12/14/2022 Job No. 10807 for Tax Key No. ZOP00002E

8. Review and Recommendation for a proposed land division creating a Certified Survey Map (CSM) request submitted by John Engerman d.b.a. Woodley Assets; W3411 Linton Road. Lake Geneva, to create 2 buildable single family lots, as identified in the documents generated by Paul H. Van Henkelum, dated 03/02/2023 Job No. 22460 for Tax Key No. ZA206600002
9. Review and Recommendation for a proposed land CSM request submitted by Avalon Property LLC; 875 Geneva Parkway, to create 1 single commercial lot by combining 4 tax parcels, as identified in the documents generated by Farris, Hansen & Associates dated, 11/17/2022 for Tax Key Nos. ZLGBP00010A; ZYUP00157; ZYUP00158; & NLY3100002
10. Public Hearing and Recommendation for a Zoning Map Amendment submitted by Avalon Property LLC; 875 Geneva Parkway, to allow for the zoning designation of Planned Business Park (PBP) from the current Planned Business (PB) zoning classification Tax Key Nos. ZYUP00157; ZYUP00158; & NLY3100002
11. Public Hearing and Recommendation for a Conditional Use Permit to allow for a Husbandry land use (goat grazing) in the Rural Holding (RH) zoning district at the Hillmoor property located at 333 E. Main Street; Tax Key No. ZYUP00131
12. Discussion and direction to staff on next steps for enhanced building and site design standards
13. Adjournment

QUORUM OF CITY COUNCIL MEMBERS MAY BE PRESENT

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

CITY OF LAKE GENEVA PLAN COMMISSION MINUTES
MONDAY, JANUARY 16, 2023 - 6:00 PM
COUNCIL CHAMBERS, CITY HALL

Members: **Members:** Mayor Charlene Klein, Alderperson Mary Jo Fesenmaier, John Gibbs, Joel Hoiland, Cindy Forster Fueredi, James Marquardt, and Kyle Cary

Meeting called to order by Mayor Klein

Commissioner Cary chaired the meeting and called the meeting to order at 6:00 p.m.

Roll Call

Present: Klein, Fesenmaier, Hoiland, Marquardt, Cary

Absent: Gibbs and Feuredi

Approve Minutes of the December 19, 2022 Plan Commission meeting as distributed

Motion by Hoiland to approve the minutes, second by Cary. Fesenmaier noted that there were some discrepancies on the votes taken due to the absence of Commissioner Feuredi.

Motion by Hoiland to approve with corrections, second by Marquardt. No discussion. Motion carried 5-0

Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to five (5) minutes

Alexis Rinella; 997 S Lake Shore Drive; Spoke in opposition of the proposed Planned Development located at 999 S Lake Shore Drive

Patricia Solheim; 636 Sue Ann Drive; Spoke in opposition of the proposed Planned Development located at 999 S Lake Shore Drive

Sharon Meister- Jolly; 1028 Lake Shore Drive; Spoke in opposition of the proposed Planned Development located at 999 S Lake Shore Drive

Jim Strauss; N1517Meadow Ridge Circle; Spoke in opposition of the proposed Planned Development located at 999 S Lake Shore Drive

Acknowledgment of Correspondence

Clerk Kropf noted that there were two items of correspondence received. One was received of Chad Pollard speaking in opposition of the proposed changes to Zoning Code Chapter 98. The other was received of Constatine Trambas speaking in opposition of the proposed GDP and PIP for 1120 S Lake Shore Drive; Both items were distributed to the members of the Plan Commission.

Review the request of the application to initiate a Planned Development received by John Engerman for the property located at 999 S. Lake Shore Dr. to develop and construct 3 single family homes Tax Key No. ZA206600002

John Engerman addressed the commission regarding the proposed planned development. He explained the scope of the project and addressed some of the concerns that were brought up during the public comment period. He stated that he has no plans to remove any of the mature trees and that this will not be used as a short-term rental property. Zoning Administrator Walling stated that this is a four-step process and this is step two, which is the conceptual plan review of the Plan Commission. if they agree with the Plan, then it would move to a public hearing and a final precise implementation would be considered.

Engerman offered to meet with the neighbors to talk about the density of the Plan.

No action was taken.

Public Hearing and Recommendation for a Precise Implementation Plan for Fairwyn SB, Inc. to allow for the acceptance of the Phase 7 of Symphony Bay in the Planned Development (PD) zoning district, Tax Key No.

ZSB00335 (Continued from December 19, 2022 Plan Commission)

Rick Zirk, on behalf of Symphony Bay, addressed the Plan Commission regarding the PIP for Symphony Bay Phase 7. He noted that the plan is consistent with all of the requirements of the Zoning code and that the City

Engineer confirmed that it is.

City Engineer Naomi Rausch addressed the Commission regarding the plan. Brian Pollard stated that he had attempted to meet with the adjoining church regarding the stormwater plan and had little luck.

Bill Henry, Kehoe-Henry & Associates; Addressed the Plan Commission and is in agreement with the plan as presented. He added that any issues that arise during phase 6 or 7 will be addressed with the church during construction.

Paul Vankelum, Cardinal Engineering; He noted that he completed the stormwater plan for the church back in 2017-2018. He felt that the pond was sufficient to handle any run off that might occur.

Motion by Hoiland to close the public hearing, second by Cary. Motion carried 5-0.

Motion by Hoiland to approve, second by Marquardt. Motion carried 5-0.

Public Hearing and Recommendation for a Conditional Use Permit for CMA Arron Stranton, 4015 80th St, Kenosha WI, to allow the construction of 2 new Commercial Office Buildings in the Business Park located at 800 – 820 Geneva Pkwy. Located in the Planned Business Park (PBP) zoning district, Tax Key Nos. ZUN00007A & ZUN00007B

Aaron Stranton, Construction Management Associates (CMA); Introduced proposal. There are several parcels on the property that have not been completed, and the property owner would like to complete them. They would like to re-permit to move forward in spring with two new Commercial Office Buildings in the Planned Business Park (PBP).

City Engineer, Naomi Rausch, addressed the Commission regarding a Memo dated 12/29/22; Recommending approval for a Conditional Use Permit (CUP); Subject to Conditions;

1. Soil erosion and sediment control measures shall be installed prior to upland disturbance and remain in place until final stabilization is achieved. The applicant is responsible for installing and maintaining erosion control measures as shown on the construction plans. Sediment shall not be allowed to enter either the existing storm sewer along Geneva Parkway or the adjacent detention facility (Fermano Pond).

2. Sediment and/or construction debris shall not be tracked onto Geneva Parkway. Should tracking occur, the applicant is responsible for removal of debris.

3. Utility easements shall be provided so that the separate parcels have maintenance access to the existing water and sewer mains from their private laterals to the connection at Geneva Parkway. Please provide a draft of the easement documents for City Staff review and approval.

Zoning Administrator Walling stated that the fire department had identified a T-turnaround in the back of the building and had added to their plans. The fire department has accepted their submittal.

Aaron Stranton, Construction Management Associates (CMA); Agrees to comply with all conditions. This will be used for standard office space. Alderperson Fesenmaier; Requests that the street be swept every day for removal of the debris.

Motion by Hoiland to close the public hearing, second by Cary. Motion carried 5-0.

Motion by Hoiland to approve, second by Fesenmaier. Motion carried 5-0.

Public Hearing and Recommendation for a Conditional Use Permit for John Law, 1017 Geneva St. Apt. #2 Lake Geneva, to allow for the request to convert commercial space to a residential Commercial Apartment land use in the Central Business (CB) zoning district located at 101 Broad St., Tax Key Nos. ZCNG00001 thru ZCNG00041

John Law; 1017 Geneva Street #2; John & Tina Law own 101 Broad St #205 historically and has been used as a real estate office. John had a concern about his packet submittal not being included in this meetings packet.

Zoning Administrator Walling stated his assistant had submitted her letter to retire on January 3rd and during this transition, John's submittal land use items were left out in error.

John Law; Makes reference to the Staff Report, his proposal is harmonious and does not create any issues for the community. He has found in recent years, second floor office space has become less in demand. The Geneva Towers Board approved his request and needs the city's approval to move forward. He plans on converting the space into a 1 bedroom apartment and it will meet state standards. They have submitted plans to install an individual sprinkler system.

Zoning Administrator Walling addresses the one concern the fire department had about this project. The Towers building does not have a sprinkler system. With the land use/code changes over the years, per the fire department, we recommend and reflect their concerns, that this is conditionally approved upon state approved sprinkler plans. Zoning Administrator Walling states the building & entry doors are firewall protected.

John Law; The Geneva Towers permits short-term rentals and he does not plan on making this unit a short-term rental. He and his wife are going to move into the unit.

Alderperson Fesenmaier questioned if the conditional use permit would stay with the property or would be limited to the current owner.

City Attorney Draper, states there isn't any need to make it a limited conditional use.

Motion by Hoiland to close the public hearing, second by Fesenmaier Motion carried 5-0.

Motion by Hoiland to approve the conditional use with the provision that all sprinkler systems and fire codes are approved by the State of Wisconsin, second by Fesenmaier. Motion carried 5-0.

Public Hearing and Recommendation for a Precise Implementation Plan (PIP) to allow for Phase 2 development of the Golden Years Planned Development (PD) located at 611 Harmony Dr., Tax Key No. ZA475600001

Nathan Pamprein, Groth Design Group; 600 W Virginia Street, Milwaukee WI; Representing the owners. Phase 2 would add 24 skilled nursing beds to the existing facility. Additions to be in 2 locations on the building. Phase 2 will mimic the look & materials of Phase 1. They had met last week with City Engineer, Naomi Rausch & Zoning Administrator Walling about the staffing plans.

Naomi Rausch, City Engineer, addressed the Commission regarding a meeting with Groth Design Group & Zoning Administrator Walling. Discussions about construction plans, based on clarification that needs to happen with the Stormwater Management Report. Discussed and provided information on the stormwater management plan shall be updated to include all Phase 1 and Phase 2 improvements, cleanup, landscaping, an outstanding easement, and ADA accessibility. As outlined in the packet; memo dated 12/28/22. It will be subject to approval by conditions of the staff report.

Motion by Hoiland to close the public hearing, second by Cary. Motion carried 5-0.

Motion by Hoiland to approve, second by Mayor Klein. Motion carried 5-0.

Public Hearing and Recommendation for a General Development Plan (GDP) & Precise Implementation Plan (PIP), applicant Lakeside Living LLC., to allow for the construction of 4 duplex units on each of the 2 tax parcels in the Planned Development (PD) zoning district located at 1120 S. Lake Shore Dr. Units 1 – 4 & Tiffany Dr., Tax Key Nos. ZCNS00028 – ZCNS00031 & ZCNS00001 – ZCNS00004

Agenda item was removed and will be considered at a later date.

Presentation by Jackie Mich, Vandewalle & Associates, on proposed zoning ordinance amendments to establish enhanced building and site design standards for new nonresidential and multi-family development (Gateway Ordinance)

Jackie Mich, City Planner; presenting an overview of proposed zoning ordinance amendments to establish enhanced building and site design standards for new nonresidential and multi-family development (Gateway Ordinance), as outlined in the packet.

Fesenmaier inquired whether EV charging stations are being incorporated, and in reference to the diversity of native plants and if we could tie any of the standards to the DNR list of specific native plants, rather than requiring plantings. Jackie Mich, City Planner, stated both items would be outside the scope of the update and separate from the design standard. Both items could be scheduled for future agendas.

Hoiland asks about existing properties that have been sold and demolished. Jackie Mich, City Planner, stated new complete redevelopment would be required to comply with the new standard.

Public Hearing and Recommendation on proposed amendments to Chapter 98: Zoning that would establish enhanced building and site design standards for new nonresidential and multi-family development (Gateway Ordinance), specifically to amend Section 98-110 (Entry Corridor Design Overlay Zoning District), Section 98-111 (Community Gateway Design Overlay Zoning District), Section 98-707 (Exterior Lighting Standards), Section 98-718 (Exterior Construction Material Standards), and Section 98-720 (Fencing Standards)

Tom Reed; Interstate Insurance Group, 100 E Main Street; Spoke in opposition of the proposed Gateway Ordinance.

Frank Guske; W3470 Royal Glen Court - Lake Geneva Lanes, 192 E Main Street; Spoke in opposition of the proposed Gateway Ordinance.

Tom Gardner, representing Evergreen BP & owner Dave Schwartz, 300 Peller Road; Spoke in opposition of the proposed Gateway Ordinance.

Jason Gill; Lake Geneva Plaza, 190 E Main Street; Spoke in opposition of the proposed Gateway Ordinance.

Stephanie Klett; Visit Lake Geneva, 527 Center Street; Spoke in opposition of the proposed Gateway Ordinance.

Mike Seick; 923 Williams Street & 500 Broad Street; Spoke in opposition of the proposed Gateway Ordinance.

Spyro Condos; 100 Broad Street; Spoke in opposition of the proposed Gateway Ordinance.

Sharon Jolly; 1028 S Lake Shore Drive; Spoke in opposition of the proposed Gateway Ordinance.
Bill Henry; Keho-Henry & Associates; Spoke in opposition of the proposed Gateway Ordinance.
Troy Migut; 1152/1148/1149 Elkhorn Road; & 1148/1151 Grant Street; Spoke in opposition of the proposed Gateway Ordinance.
Rajesh Sachdeva; Geneva Liquors, 797 S Wells Street & 105 Townline Road; Spoke in opposition of the proposed Gateway Ordinance.
Chad Pollard with Clair Law, 617 E Walworth Ave, Delevan WI. Representing Guske Family - Lake Geneva Lanes; Spoke in opposition of the proposed Gateway Ordinance.
Motion by Hoiland to close the public hearing, second by Cary. Motion carried 5-0.
Hoiland moves to continue this proposal for further consideration, collaboration & communication with the public, second by Mayor Klein. Motion carried 5-0.

Public Hearing and Recommendation on proposed amendments to Chapter 98: Zoning that would update the list of zoning district abbreviations in Tables (1) through (9) in Section 98-203 and correct a cross-reference in Section 98-905(5)(d)

Jackie Mich, City Planner, presenting a brief overview on proposed amendments to Chapter 98: Zoning, as outlined in the packet.

Motion by Hoiland to close the public hearing, second by Mayor Klein. Motion carried 5-0.

Motion by Cary to approve, second by Mayor Klein. Motion carried 5-0.

Discussion regarding monthly staff report: building permits for new single family homes (83 new homes in 2022), short-term rentals & Commercial Indoor Lodging property list

Motion by Fesenmaier to suspend the rules to allow public comments, second by Cary. Motion carried 5-0

Sherri Ames; 603 Center Street; Spoke in opposition to short-term rentals.

Sharon Jolly; 1028 S Lake Shore Drive; Spoke in opposition to short-term rentals.

No action taken.

Adjournment

Motion by Hoiland to adjourn, second by Cary. Motion carried 5-0. Meeting adjourned at 9:01 p.m.



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

APPLICATION FOR DOWNTOWN DESIGN REVIEW

Site Address & Parcel No.:

MILL CREEK HOTEL, 123 CENTER ST. LAKE GENEVA, WI 53147
PARCEL # Z-00812, ZMIL 00005

Name & Address of Current Building Owner:

MC PROPERTY MANAGEMENT INC. 123 CENTER ST LAKE GENEVA WI, 53147
* THE INTERNAL UNITS ARE INDIVIDUALLY OWNED BY CONDOMINIUM OWNERS
PARCEL #

Telephone Number of Current Building Owner: MAXWELL J PETERSEN, PRESIDENT, BOARD OF DIRECTORS

Email Address: president@millcreekhotel.com ; 847-287-8528 / 773-426-1861 (MILAH PETERSEN)

Owner Signature: _____

Name & Address of Applicant:

MAXWELL J PETERSEN, PRESIDENT, BOARD OF DIRECTORS
4 S. PRINCETON CT
ARLINGTON HEIGHTS, IL 60005

Telephone Number of Applicant: 847-287-8528

Email Address: president@millcreekhotel.com

Proposed Design Change:

CHANGE THE EXISTING COLOR OF BROWN & YELLOW TO A SIDING COLOR BLUE
BENJAMIN MOORE HC152 (WHIPPLE BLUE HC-152; FROM HISTORICAL COLLECTION)
& EXTRA WHITE SW7006 (EXISTING BALCONY & DECORATIVE SPOTS)
ROUTINE MAINTENANCE OF THE EXTERIOR PART OF THE BUILDING.

Zoning District: HISTORICAL DISTRICT

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

COMPLETE CONSTRUCTION OF IL, INC.
330 GALLIGAN ROAD
GILBERTS, IL 60136

Description of Project:

CLEAN THE BUILDING EXTERIOR; REPLACE ROTTEN WOOD WHERE IT EXISTS.
CHANGE THE EXTERIOR COLOR

Date: 12-31-2022

Signature of Applicant: Maxwell J Petersen

Rev. Date: 1.18.2023 Milah Petersen

Cost Recovery # _____

Petitioner Name _____

Project Address _____

OFFICE USE ONLY

Description of Request _____

Agreement for Services

REIMBURSABLE BY THE PETITIONER / APPLICANT. The city may retain the services of the professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposals coming before the Plan commission and/or Common Council. The submittal of a development proposal application or petition by a Petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal including any financing charges that may accrue. The City applies the charges for these services to the Petitioner. The City Administrator at any time may require an applicant to submit an advance deposit of **\$500 to \$5,000 depending on the complexity and anticipated involvement of the City's consultants** or continuing advance deposits against future billings by the City for recovery of costs provide by this ordinance 98-935(4). **An advanced deposit shall be required for the application related to Extraterritorial matters.** Surplus deposits shall be returned to the Applicant at the conclusion of the project.

MILL CREEK HOTEL

, as applicant/petitioner for

Project:

PAINT THE BUILDING EXTERIOR AND REPLACE ROTTEN WOOD

Project Address:

123 CENTER ST., LAKE GENEVA WI 53147

Parcel No.

Z-60812, ZMIL 00005

Name:

MAXWELL J PETERSEN, PRESIDENT, BOARD OF DIRECTORS

Address:

4 S. PRINCETON CT

ARLINGTON HEIGHTS, IL 60005

Cell Phone: (847) - 287 - 8528

Phone: (847) - 287 - 8528

Email: president@millcreekhotel.com

Dated this 31 Day of DECEMBER, 20 2022 Rev. Date: 1.18.2023 Maxwell Petersen

MAXWELL J PETERSEN

Printed Name of Applicant / Petitioner

Maxwell Petersen

Signature of Applicant/Petitioner

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

Section 98-935 Fees:

(1) Fees for Procedures or Permits Requested by a Private Party: The fees for the procedures and permits established by this Chapter shall be established by resolution of the Common Council of the City of Lake Geneva

(2) Fees for Procedures Requested by the City of Lake Geneva: There shall be no fee in the case of applications filed in the public interest by the Common Council or the Plan Commission, other agency, or official of the City of Lake Geneva.

(3) Payment of Fees: Fees shall be payable at the time applications are filed with the appropriate officer of the City (per the requirements of this Chapter), and are not refundable.

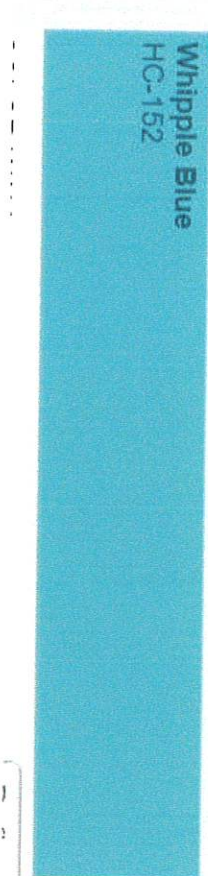
(4) Professional Consultant Review Services: The City may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposal coming before the Plan Commission. The City may apply the charges for these services to the Petitioner. The City will require the Petitioner to sign a professional consultant review services form. The City Administrator at any time may require an applicant to submit an advance deposit of **\$500 to \$5,000 depending on the complexity and anticipated involvement of the City's consultants** or continuing advance deposits against future billings by the City for recovery of costs provide by this ordinance 98-935(4). **An advanced deposit shall be required for the application related to Extraterritorial matters.** The City may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until such fees are paid by the Petitioner. The submittal of a development proposal application or petition by a Petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal. Review fees which are applied to a Petitioner, but which are not paid, may be assigned by the City as a special assessment to the subject property.

Project location

MILL CREEK HOTEL
123 CENTER ST. LAKE GENEVA, WI 53147

PROPOSED COLORS

Whipple Blue
HC-152



Expert Pick
SW 7006

Extra White

Trim, spindles and Gables -
Extra White - SW-7006

Siding - Color Blue— Benjamin
Moore HC152

Benjamin Moore Color Chosen from the Historical Collection



EXISTING COLOR



PROPOSED COLOR



EXISTING COLOR



PROPOSED COLOR



STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: March 20, 2023

Agenda Item: 6a

Applicant:

Maxwell Peterson
Mill Creek Hotel
123 Center St.
Lake Geneva

Request:

123 Center St.
Downtown Design Review painting and
exterior finishes of the exterior of a building
in the Central Business (CB) zoning district
Tax Key No. ZMIL00001 - 000034

Description:

The applicant is submitting an application for Downtown Design Review on the request to allow the painting and exterior finishes to the building located at 123 Center St in the Central Business (CB) zoning district, Tax Key No. ZMIL00001 - 00034.

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

Staff Recommendations:

Staff recommends *approval* of the Alteration and installation request as submitted.



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

APPLICATION FOR DOWNTOWN DESIGN REVIEW

Site Address & Parcel No.:

264 Center St. Lake Geneva, WI
ZOP 00259

Name & Address of Current Building Owner:

RWJ Holdings LLC (Robert Johnson)
1625 10th St. Ste 205
Monroe, WI 53566

Telephone Number of Current Building Owner: 262-374-2128

Email Address: robjohns32@gmail.com

*

Owner Signature: [Signature]

Name & Address of Applicant:

Denise Zajac-Podhajsky and Jeff Podhajsky
W303 S10577 Phantom Woods Rd
Mukwonago, WI 53149

Telephone Number of Applicant: 262-888-0538

Email Address: Circa the store@gmail.com

Proposed Design Change:

~~Replace ex~~ Replace existing awning canvas. No change to overall size.

Replace two wall sconces (one sconce is broken). Refer to presentation.

Zoning District: Central Business

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

<u>Awning: Hunzinger Williams, Inc</u>	<u>Score: Liner Electrical Services</u>
<u>27982 W. Commercial Ave</u>	<u>N6088 Hodunk Rd</u>
<u>Lake Barrington, IL 60010</u>	<u>Elkhorn, WI 53121</u>

Description of Project:

Replace existing awning canvas.

Replace two wall sconces

Date: Feb 21, 2023

Signature of Applicant: [Signature]

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: March 20, 2023

Agenda Item: 6b

Applicant:

Denise Zajac
W303510577 Phantom Woods Rd.
Mukwonago

Request:

264 Center St.
Downtown Design Review awning changes to
the exterior of a building in the Central
Business (CB) zoning district
Tax Key No. ZOP00259

Description:

The applicant is submitting an application for Downtown Design Review on the request to allow the installation of awnings to the building located at 264 Center St in the Central Business (CB) zoning district, Tax Key No. ZOP00259.

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

Staff Recommendations:

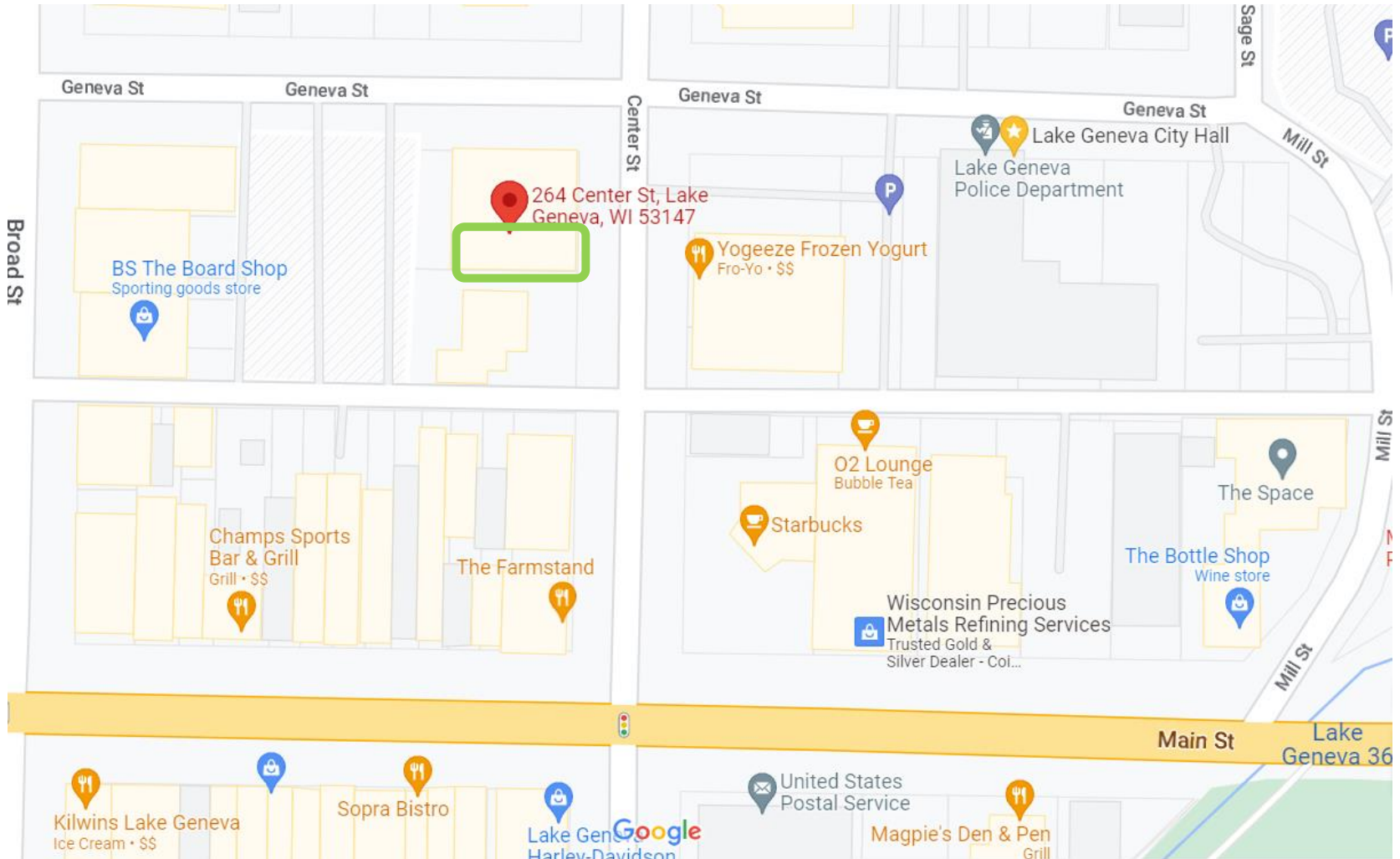
Staff recommends *approval* of the Alteration and installation request as submitted

262-264 Center Street Proposed Storefront Improvements

Presented to
Planning Commission
Lake Geneva, WI

Submitted by
Denise Zajac-Podhajsky and Chelsea Rudig
March 20, 2023

Subject Property Location



Current 262-264 Center Street Storefront



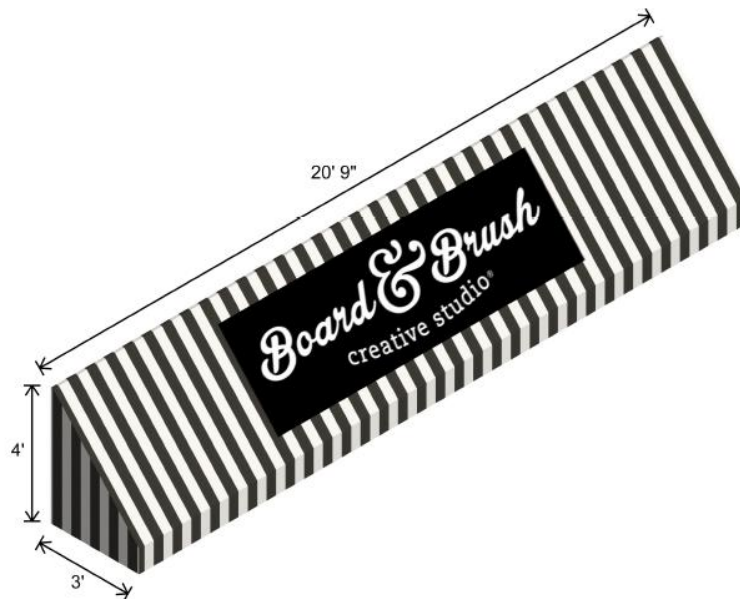
Proposed 262-264 Center Street Storefront



- Replace awning canvas wraps. No change to overall size.
- Replace two sconces with new matte black energy-efficient ones.

Proposed Awning for 262 Center Street

Board & Brush



Material	
Fabric	Sunbrella
Color	Beaufort Classic 4982

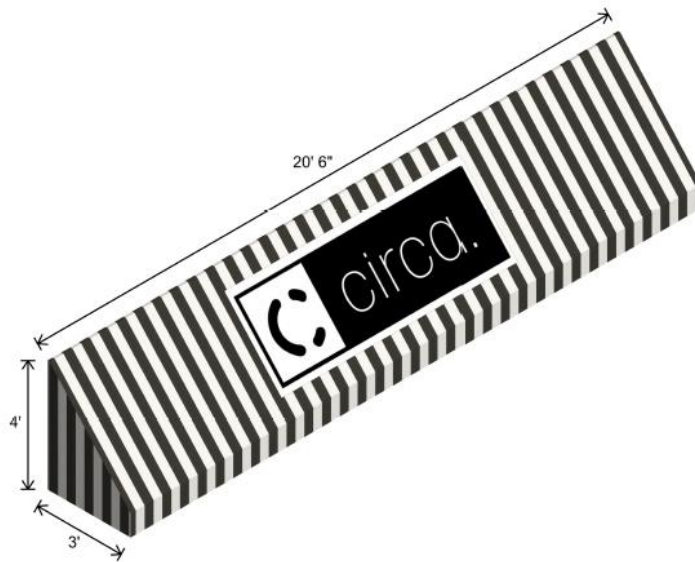
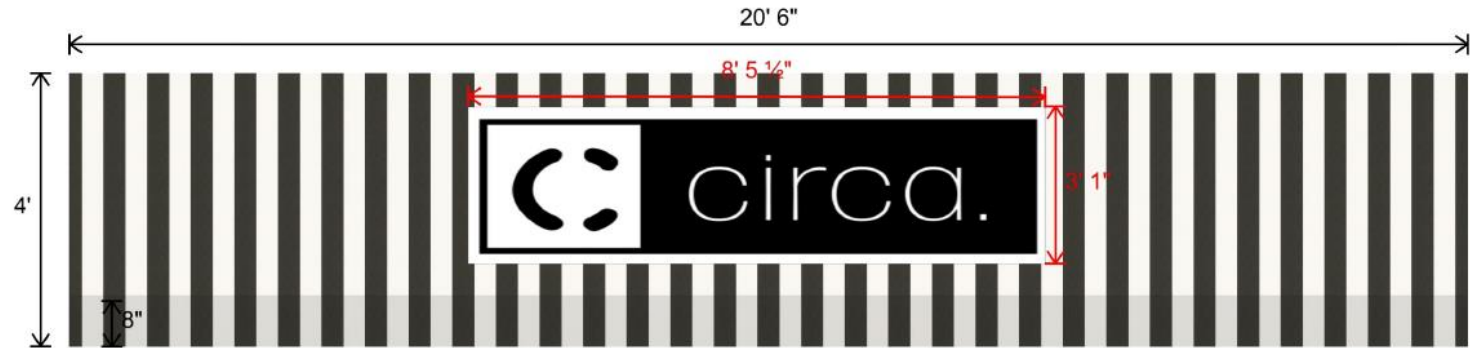


Hunzinger Williams, Inc.
27982 W Commercial Ave
Lake Barrington, IL 60010
O: 847-381-1878



Proposed Awning for 264 Center Street

Circa



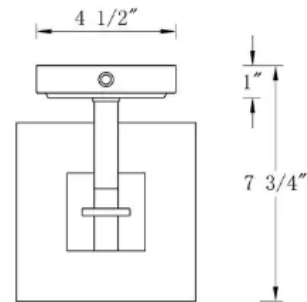
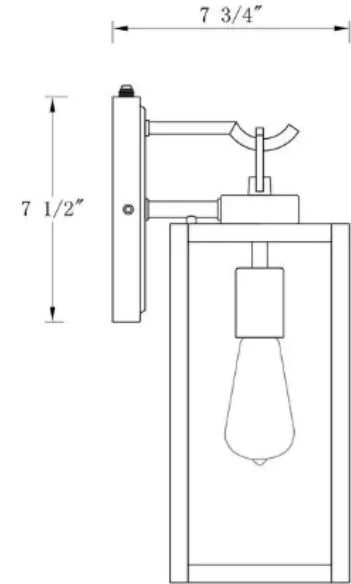
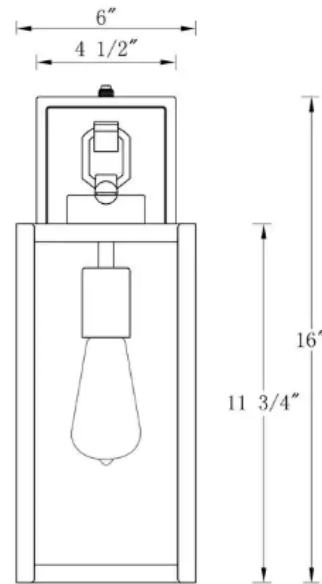
Material	
Fabric	Sunbrella
Color	Beaufort Classic 4982



Hunzinger Williams, Inc.
27982 W Commercial Ave
Lake Barrington, IL 60010
O: 847-381-1878



Proposed Sconces for 262-264 Center Street



Q&A

THORPE & CHRISTIAN_{S.C.}

A T T O R N E Y S A T L A W

1624 Hobbs Drive, Suite 1 | Delavan, Wisconsin 53115
tel 262.740.1971 | fax 262.740.1090 | web ThorpeChristian.com

February 2, 2023

City of Lake Geneva
Attn: Lana Kropf, City Clerk
626 Geneva Street
Lake Geneva, WI 53147

Re: 255 Havenwood Dr., Tax Parcel ZOP 00002E

Dear Ms. Kropf:

I am writing to file with the city an application for a condominium conversion of the above described commercial property in the City of Lake Geneva. Please find enclosed for filing an application for a two unit condominium conversion of the existing structure which is filed with the pursuant to the requirements of the City Ordinance at Section 66-37 and Section 66-36(1)-(6).

Specifically, please find enclosed and application for approval of a two unit condominium plat and an agreement for compensation of the City's professional fees pursuant to 66-36(6) of the City Municipal Code.

I am simultaneously filing a copy of this application with the City Zoning Administrator and City Planner for their review and input. I look forward to working with the City to bring this matter forward for approval as soon as is convenient.

Very truly yours,

THORPE & CHRISTIAN, S.C.

By: Timothy M. Brovold
E-mail: tbrovold@ThorpeChristian.com

TMB:vr

cc:

Dr. Robert Youngquist
Fred Walling, Zoning Administrator
Sonja Kruesel, City Planner

ROBERT R YOUNGQUIST D D S LTD

255 HAVENWOOD DR
LAKE GENEVA, WI 53147-1917
(262) 248-0101

TOWN BANK
A WINTRUST COMMUNITY BANK
79-1784-759

2.1.23

PAY TO THE
ORDER OF

City of Lake Geneva

\$400

DOLLARS

COPY

AUTHORIZED SIGNATURE

MEMO

City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW



CERTIFIED SURVEY MAP or
Condominium (Conversion)



SUBDIVISION PLAT

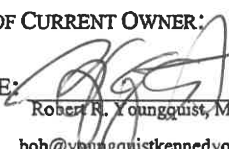
NAME AND ADDRESS OF CURRENT OWNER:

Youngquist-Nading, LLC

255 Havenwood Dr.

Lake Geneva, WI 53147

TELEPHONE NUMBER OF CURRENT OWNER: (312) 307-7247

OWNER SIGNATURE: 

Robert R. Youngquist, Member / Lynn Nading, Personal Representative of Thomas H. Nading Estate, Member

EMAIL ADDRESS: bob@youngquistkennedyortho.com

PROJECT ADDRESS 255 Havenwood Dr. Lake Geneva WI, 53147

TAX KEY NUMBER: ZOP 00002E

NAME AND ADDRESS OF APPLICANT:

Youngquist-Nading, LLC

255 Havenwood Dr.

Lake Geneva, WI 53147

TELEPHONE NUMBER OF APPLICANT: (312) 307-7247

EMAIL ADDRESS: bob@youngquistkennedyortho.com

NAME AND ADDRESS OF SURVEYOR:

Farris, Hansen & Associates, Inc.

7 Ridgway Ct. PO Box 437

Elkhorn, WI 53121

TELEPHONE NUMBER OF SURVEYOR: (262) 723-2098

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

Conversion of an existing two-story commercial building to a two unit commercial condominium.

SUBMITTAL CHECKLIST

- _____ LOCATION MAP SHOWING LOCATION OF PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED WITH TOWN OR TOWNS, AND PARCELS WITHIN 1,000-FT OF BOUNDARY OF SUBJECT PROPERTY.
- _____ SKETCH MAP TO APPROXIMATE SCALE SHOWING ENTIRE PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED, AND SHOWING THE APPROXIMATE CONFIGURATION OF PROPOSED LOTS AND ROADS WITHIN THOSE PARCELS.
- _____ CITY OF LAKE GENEVA SIGNATURE BLOCK ON FACE OF CSM OR PLAT, PER STATE STATUTES.
- _____ PROVIDE 1 FULL SET AND 8 - 11" X 17" COPIES OF CSM OR PLAT PRIOR TO PLACEMENT ON PLAN COMMISSION AGENDA.
- _____ PROVIDE 1 DIGITAL COPY OF THE FULL APPLICATION PACKET TO THE LAKE GENEVA BUILDING AND ZONING DEPARTMENT AT BZADMIN@CITYOFLAKEGENEVA.COM OR BZCLERK@CITYOFLAKEGENEVA.COM

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

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

2.1.2023
DATE



SIGNATURE OF APPLICANT
Robert R. Youngquist, Member
Youngquist-Nading, LLC

2-1-23
DATE



SIGNATURE OF APPLICANT
Lynn Nading, Personal Representative of Thomas H. Nading Estate, Member
Youngquist-Nading, LLC

_____ Cost Recovery # _____
Petitioner Name _____ Project Address _____

OFFICE USE ONLY _____ Description of Request _____

Agreement for Services

REIMBURSABLE BY THE PETITIONER / APPLICANT. The city may retain the services of the professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposals coming before the Plan commission and/or Common Council. The submittal of a development proposal application or petition by a Petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal including any financing charges that may accrue. The City applies the charges for these services to the Petitioner. The City Administrator at any time may require an applicant to submit an advance deposit of \$500 to \$5,000 depending on the complexity and anticipated involvement of the City's consultants or continuing advance deposits against future billings by the City for recovery of costs provide by this ordinance 98-935(4). An advanced deposit shall be required for the application related to Extraterritorial matters. Surplus deposits shall be returned to the Applicant at the conclusion of the project.

Project: Youngquist-Nading, LLC, as applicant/petitioner for
Condo Conversion
Project Address: 255 Havenwood Drive Lake Geneva, WI 53147
Parcel No. ZOP 00002E
Name: Robert Youngquist, Member, and Lynn Nading, Personal Representative of Thomas H. Nading Estate, Member
Address: 255 Havenwood Drive Lake Geneva, WI 53147

Cell Phone: (312) - 307 - 7247 Phone: () - -

Email: bob@youngquistkennedyortho.com

Dated this 19th Day of February, 20 23

Robert R. Youngquist, Member of Youngquist-Nading, LLC

Printed Name of Applicant / Petitioner


Signature of Applicant/Petitioner

Lynn Nading, Personal Representative of Thomas H. Nading, Member of Youngquist-Nading, LLC

Printed Name of Applicant / Petitioner

Aynette R Nading
Signature of Apppplicant/ Petitioner

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

Section 98-935 Fees:

(1) Fees for Procedures or Permits Requested by a Private Party: The fees for the procedures and permits established by this Chapter shall be established by resolution of the Common Council of the City of Lake Geneva

(2) Fees for Procedures Requested by the City of Lake Geneva: There shall be no fee in the case of applications filed in the public interest by the Common Council or the Plan Commission, other agency, or official of the City of Lake Geneva.

(3) Payment of Fees: Fees shall be payable at the time applications are filed with the appropriate officer of the City (per the requirements of this Chapter), and are not refundable.

(4) Professional Consultant Review Services: The City may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposal coming before the Plan Commission. The City may apply the charges for these services to the Petitioner. The City will require the Petitioner to sign a professional consultant review services form. The City Administrator at any time may require an applicant to submit an advance deposit of \$500 to \$5,000 depending on the complexity and anticipated involvement of the City's consultants or continuing advance deposits against future billings by the City for recovery of costs provide by this ordinance 98-935(4). **An advanced deposit shall be required for the application related to Extraterritorial matters.** The City may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until such fees are paid by the Petitioner. The submittal of a development proposal application or petition by a Petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal. Review fees which are applied to a Petitioner, but which are not paid, may be assigned by the City as a special assessment to the subject property.

Document No.

**DECLARATION OF
CONDOMINIUM OF TOOTH
CONDOMINIUMS OF
LAKE GENEVA**

Return to:

Dale Thorpe

1624 Hobbs Drive, Suite 1

Delavan, WI 53115

ZOP 00002E

Parcel Numbers

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statute (hereinafter sometimes referred to as the "Act") this ____ day of January, 2023, by Youngquist-Nading, LLC a Wisconsin Limited Liability Company (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant desires and intends by the Declaration to submit the property, hereinafter defined, to the provisions of the Act, as amended from time to time; and is further desirous of establishing, for its own benefit and that of all future owners or occupants of the Property, and each part thereof, certain easement and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the name of the Condominium shall be "Tooth Condominium of Lake Geneva", a condominium; and

WHEREAS, the Declarant desires and intends that the several owners, mortgagees, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of

ownership and to facilitate the proper administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Declarant, as legal title holder of the Parcel, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 3.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

DEFINITIONS

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

- 2.1 Association. Tooth Condominium Association of Lake Geneva, Inc.
- 2.2 Association of Unit Owners. All the Unit Owners acting in a group in accordance with the By-laws and this Declaration.
- 2.3 Board. The Board of Directors of the Association determined pursuant to the By-laws, and who are vested with the authority and responsibility of administering the Property.
- 2.4 Building. The building located on the Property, forming a part of the Property and containing the Units, as shown by the surveys depicting the Building.
- 2.5 By-Laws. The provisions for the administration of the Property including, but not limited to, assessment, maintenance, use, occupancy, sale, leasing and alienation, all as hereinafter set forth, or as the same may be from time to time duly amended.
- 2.6 Common Elements. All portions of the Property except the Units, more specifically described in Section 5.01.
- 2.7 Common Expenses. The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including, without limitation, the expenses of maintenance, repair, administration and operation of the Common Elements.
- 2.8 Common Profits. The balance of all income, rents, profits and revenues from the Common Area and Facilities remaining after the deduction of the common expenses.
- 2.9 Declaration. This instrument by which the Property is submitted to the provisions of the

Act, including such amendments and restatements, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

2.10 Limited Common Elements. A portion of the Common Elements so designated in this Declaration or on the Plat, as hereinafter defined, as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of this Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the owner or owners thereof shall be deemed a Limited Common Element.

2.11 Majority of the Unit Owners. Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

2.12 Occupant. Person or persons, other than a Unit Owner, in possession of a Unit.

2.13 Parking Area. The part of the Common Elements provided for parking motor vehicles and as referenced in the Plat.

2.14 Parking Space. A part of the Property within the Parking Area intended for the parking of a single motor vehicle.

2.15 Person. A natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

2.16 Plat. The plats of survey of the Property and all of the Units in the Property submitted to the provisions of the Act, said Plat being attached hereto as **Exhibit B** and made a part hereof and recorded with the recording of this Declaration.

2.17 Property. All the land and property and space legally described on **Exhibit B** and all improvements and structures erected, constructed or contained therein or thereon, including the Building, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, as hereinafter defined, submitted to the provisions of the Act.

2.18 Unit. A part of the Property within the Building including one or more rooms, designed and intended for office, warehouse or light industrial use, or such other uses permitted by this Declaration, and more specifically described hereafter in Article IV.

2.19 Unit Owner. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

2.20 Unit Ownership. A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

2.21 Voting Member. One person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners, excluding those members of the Board of Directors designated by the Declarant.

ARTICLE III

NAME; DESCRIPTION OF PROPERTY

3.01. Name. The name of the condominium created by this Declaration (the "Condominium") is "Tooth Condominium of Lake Geneva."

3.02. Legal Description. The land comprising the Property (the "Land") is located in the City of Lake Geneva, County of Walworth, State of Wisconsin, and is legally described on **Exhibit A** attached hereto and made a part hereof.

3.03. Address. The address of the Condominium is 255 Havenwood Dr., Lake Geneva, Wisconsin 53147.

ARTICLE IV

DESCRIPTION OF UNITS

4.01. Identification of Units. The Condominium shall initially consist of two (2) units (individually a "Unit" and collectively the "Units") located in the buildings (individually, a "Building" and, collectively, the "Buildings") identified on the condominium plat attached hereto as **Exhibit B** and made a part hereof (the "Condominium Plat"), together with the Common Elements as described in Article V. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 1 through 2, inclusive, as numbered on the Condominium Plat. The Condominium shall be subject to expansion as described in Article VI. Each owner of a Unit is referred to as a "Unit Owner." When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

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

(a) **Upper Boundary.** The upper boundary of the Unit shall be the interior lower surface of the supporting members of the ceiling or roof above the highest level of the commercial area, extended to an intersection with the perimetrical boundaries.

(b) **Lower Boundary.** The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical boundaries.

(c) **Perimetrical Boundary.** The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit.

4.03. Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in section 4.02:

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

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

ARTICLE V

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

5.01. Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

- (a) The Land;
- (b) The paved driveway, private streets, pedestrian walkways, if any, situated on the Land;
- (c) The foundations, columns, pilasters, girders, beams, front balconies, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);
- (d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;

(e) Any other portion of the improvements to the Land that is not part of a Unit as described above;

(f) Mailbox islands; and

(g) The Vestibule, Hallway, Lower Level Power Room, Stairway, and any other area so designated on **Exhibit B**.

5.02. Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit; and

(b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any.

5.03. Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 4.02 and 4.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

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

(c) Following any change in the location of the boundaries of the Units under this Section 5.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE VI

PERCENTAGE INTERESTS; VOTING

6.01. Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. Initially, each Unit's Percentage shall be 50%.

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

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

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

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

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Tooth Condominium Association of Lake Geneva, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), Chapter 703, Wisconsin Statutes (the "Act"), this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

7.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform

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

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

7.04. Maintenance and Repairs.

(a) **By Association.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

(b) **By Unit Owner.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), and for the maintenance (but not the repair or replacement of) exterior patio areas or balconies appurtenant to the Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days

after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

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

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

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

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

7.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case

of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

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

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

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

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and do not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

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

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

8.02. Separation, Merger, and Boundary Relocation.

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

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

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

(B) In the case of a Unit separation, the Percentage Interests appurtenant to each Resulting Unit shall be determined as follows: for each Resulting Unit, the Percentage Interest appurtenant to the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of

the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be reallocated in the same manner.

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

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

8.03. Use and Restrictions on Use of Unit. Each Unit shall be used for office, commercial services, or retail purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use.

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

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

- (a) The term of any such lease shall not be less than four (4) months;
- (b) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;
- (c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and
- (d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval on any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests

of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

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

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

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

8.08. Storage. Outdoor storage of any kind shall not be permitted.

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

ARTICLE IX

INSURANCE

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

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

9.02. Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property

damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

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

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

9.05. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

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

ARTICLE X

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

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

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

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

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

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

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

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

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

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

10.07. Partition and Sale Upon Consent. If following damage or destruction described in Section 10.01(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Walworth County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

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

ARTICLE XI

CONDEMNATION

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

(a) If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein and for consequential damages to the Unit or improvements located therein.

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

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

(d) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

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

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

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

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

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

11.07. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

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

ARTICLE XII

MORTGAGEES

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

(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

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

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

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

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Walworth County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIV

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Lake Geneva or the County of Walworth to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

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

ARTICLE XV

GENERAL

15.01. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to the City of Lake Geneva and County of Walworth or

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

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

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

15.05. Access to Condominium by the Declarant and Owners of Unbuilt Units. During any period in which (1) Declarant is constructing any Building or other improvements on the Property; (2) all Unit Owners of units within a Building are constructing such Building and Limited Common Elements appurtenant to such units; or (3) Declarant is replacing or repairing any Common Elements or Limited Common Elements, then Declarant and such Unit Owners, as the case may be, and their respective contractors, subcontractors, agents, and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with the work.

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

15.07. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant", as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on declarants by Chapter 703 of the Wisconsin Statutes. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such

rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

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

15.09. Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8) of the Wisconsin Statutes.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day ____ of January, 2023.

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)
COUNTY OF _) ss.

Personally came before me this _ day of January, 2023, the _____ of _____, a _____, who acknowledged the foregoing document for the purposes recited therein on behalf of said _.

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

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by _____ to the undersigned recorded in the office of the Register of Deeds of _____ County, Wisconsin on __, as Document No. _____, in Volume _____

of Records, Page _____, does hereby consent to all terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this _____ day of January, 2023.

By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
)
COUNTY OF _____) ss.

Personally came before me this _____ day of January, 2023, the _____ of _____, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

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

This document drafted by
and should be returned to:
Dale L. Thorpe
Thorpe & Christian, S.C.
1624 Hobbs Dr., Suite 1
Delavan, WI 53115

EXHIBIT A

PART OF LARGE LOT NO. 1 OF THE ORIGINAL PLAT OF GENEVA, LOCATED IN PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 36, S 00DEG 43MIN 06SEC E, 1868.55 FEET; THENCE S 89DEG 30MIN 44SEC W, 286.18 FEET TO AN IRON PIPE STAKE FOUND MARKING THE SOUTHWEST CORNER OF CERTIFIED SURVEY MAP NO. 1191, A POINT ALONG THE NORTHERLY RIGHT OF WAY BOUNDARY OF WEST MAIN STREET, AND THE POINT OF BEGINNING; THENCE ALONG SAID STREET, S 89DEG 27MIN 47SEC W, 313.85 FEET TO THE EASTERLY RIGHT OF WAY BOUNDARY OF HAVENWOOD DRIVE; THENCE ALONG SAID DRIVE, N 00DEG 31MIN 38 SEC W, 16.37 FEET; THENCE CONTINUE ALONG SAID DRIVE, 206.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 234.00 FEET AND A CHORD WHICH BEARS N 24DEG 44MIN 32SEC E, 199.80 FEET; THENCE CONTINUE ALONG SAID DRIVE, N 50DEG 02MIN 00SEC E, 256.68 FEET; THENCE CONTINUE ALONG SAID DRIVE, 30.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 66.00 FEET AND A CHORD WHICH BEARS S 75DEG 02MIN 30SEC E, 30.53 FEET TO THE WESTERLY BOUNDARY OF SAID CERTIFIED SURVEY MAP NO. 1191; THENCE ALONG SAID WESTERLY BOUNDARY, S 00DEG 40MIN 31SEC E, 351.91 FEET TO THE POINT OF BEGINNING. CONTAINING 77,929 SQUARE FEET (1.79 ACRES) OF LAND, MORE OR LESS.

EXHIBIT B

PART OF LARGE LOT NO. 1 OF THE ORIGINAL PLAT OF GENEVA,
LOCATED IN PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 36,
TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA,
WALWORTH COUNTY, WISCONSIN

PART OF LARGE LOT NO. 1 OF THE ORIGINAL PLAT OF GENEVA, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 38, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, 4.5 MIN 06SEC E, 1068.55 FEET; THENCE S 89DEG 05MIN 44SEC W, 286.13 FEET TO AN IRON PIPE STAKE FOUND MARKING THE SOUTHWEST CORNER OF CERTIFIED SURVEY MAP NO. 1191, A POINT ALONG THE NORTHERLY RIGHT OF WAY BOUNDARY OF WEST MAIN STREET, AND THE POINT OF BEGINNING; THENCE ALONG SAID STREET, S 88DEG 27MIN 47SEC W, 313.85 FEET TO THE EASTERLY RIGHT OF WAY BOUNDARY OF HAVENWOOD DRIVE; THENCE ALONG THE DRIVE, S 00DEG 01MIN 35SEC W, 163.76 FEET; THENCE CONTINUE ALONG SAID DRIVE, 208.43 FEET ALONG THE ARC OF A CURVE BEARING S 89DEG 05MIN 44SEC W, 1068.55 FEET; THENCE CONTINUE ALONG SAID DRIVE, 103.58 FEET; THENCE CONTINUE ALONG SAID DRIVE, 30.81 FEET ALONG THE ARC OF A CURVE TO THE WEST, HAVING A RADIUS OF 100 FEET AND A CHORD WHICH BEARS S 75DEG 02MIN 30SEC E, 30.53 FEET TO THE WESTERLY BOUNDARY OF SAID CERTIFIED SURVEY MAP NO. 1191; THENCE ALONG SAID WESTERLY BOUNDARY, S 00DEG 40MIN 31SEC E, 351.91 FEET TO THE POINT OF BEGINNING, CONTAINING 77,928 SQUARE FEET (1.78 ACRES), A CORNER OF SAID SECTION 36, TOWNSHIP 2 NORTH, RANGE 17 EAST.

	CURVE RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	234.00	N 24°44'32" E	199.80'	206.43'
C2	66.00'	S 75°02'30" E	30.53'	30.81'

□ = FOUND CONCRETE COUNTY MONUMENT WITH BRASS CAP
 ○ = FOUND IRON PIPE STAKE, 1 3/8" O.D.
 ● = FOUND IRON REBAR STAKE, 3/4" DIA.
 ■ = SET IRON REBAR STAKE, 3/4" x 18" x 1.13 lbw/ft
 {} = RECORDED AS

I, CHRISTOPHER A. HODGES, PROFESSIONAL LAND SURVEYOR S-2760, DO HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT.

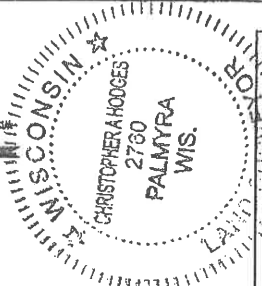
CHRISTOPHER A HODGES PLS 2700

NOTE: COMMON ELEMENT = ALL OF THE CONDOMINIUM EXCEPT THE UNITS.
SEE SHEETS 2 & 3 FOR DIAGRAMMATIC FLOOR PLANS.

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING

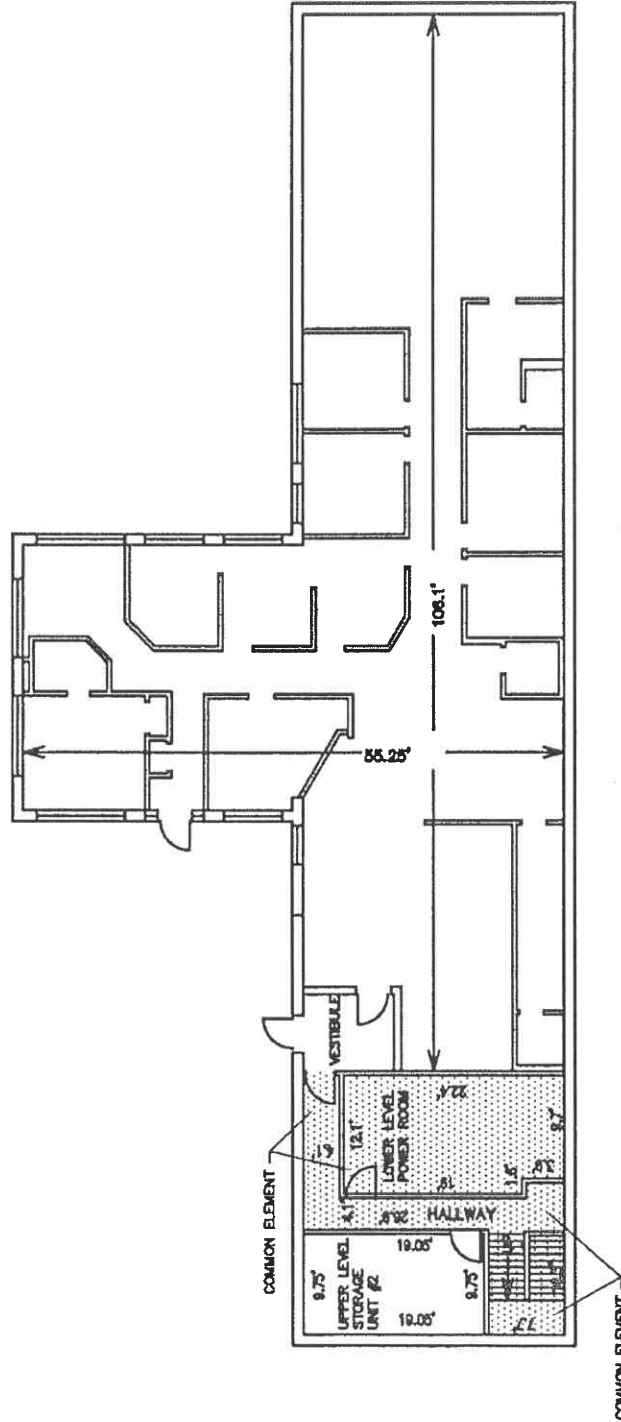
BRIDGEWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886

PROJ. NO.: 10807	DATE: 12/14/2022	SHEET 1 OF 3
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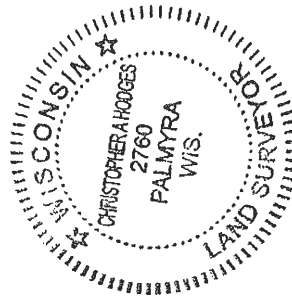
TOOTH CONDOMINIUMS OF LAKE GENEVA

LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4
OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST
CITY OF LAKE GENEVA, WALKWORTH COUNTY, WISCONSIN



NOTE: THE FLOOR PLANS AND DIMENSIONS SHOWN
HEREIN MAY BE APPROXIMATE AND/OR INCOMPLETE.
SEE ARCHITECTURAL PLANS FOR GREATER ACCURACY
AND DETAIL.

DIAGRAMMATIC LOWER FLOOR PLAN
UNIT #1
SCALE: 1/4"=10'

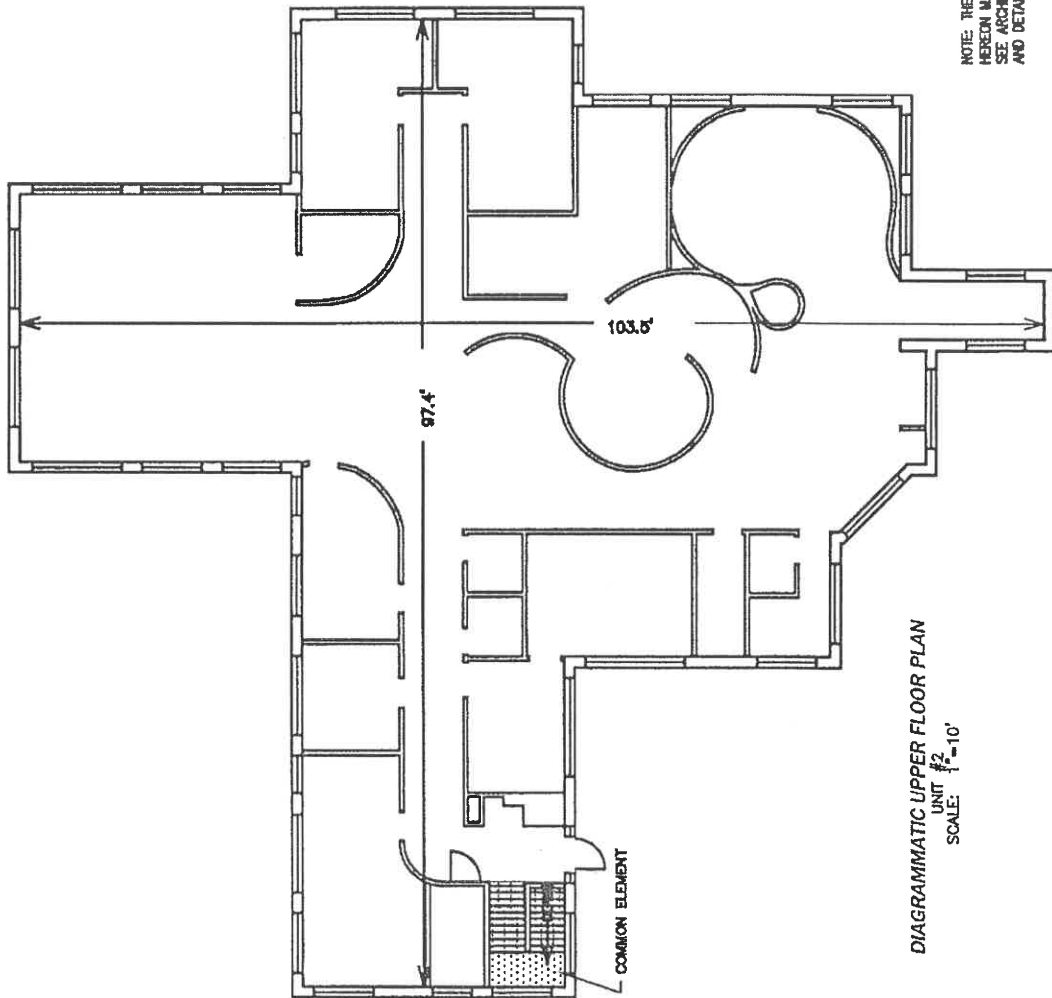


FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886

PROJ. NO.: 10807 DATE: 12/12/2022 SHEET 2 OF 3

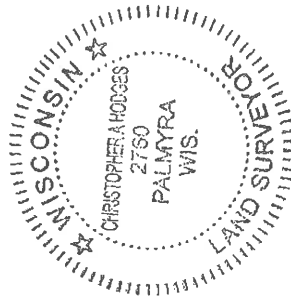
TOOTH CONDOMINIUMS OF LAKE GENEVA

LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4
OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST
CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN



DIAGRAMMATIC UPPER FLOOR PLAN
UNIT #2
SCALE: 1/8"=10'

NOTE: THE FLOOR PLANS AND DIMENSIONS SHOWN
HEREON MAY BE APPROXIMATE AND/OR INCOMPLETE.
SEE ARCHITECTURAL PLANS FOR GREATER ACCURACY
AND DETAIL.



FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2096
FAX: (262) 723-5886
PROJ. NO.: 10807 DATE: 12/12/2022 SHEET 3 OF 3

YOUNGAQUIST-NADING CONDOMINIUMS

PART OF LARGE LOT NO. 1 OF THE ORIGINAL PLAT OF GENEVA, LOCATED IN PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

LEGAL DESCRIPTION - DECLARED AREA

PART OF LARGE LOT NO. 1 OF THE ORIGINAL PLAT OF GENEVA, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, S 00DEG 42MIN 00SEC E, 1868.35 FEET; THENCE S 89DEG 30MIN 44SEC W, 208.18 FEET TO AN IRON PIPE STAKE FOUND AT THE SOUTHWEST CORNER OF CERTIFIED SURVEY MAP NO. 1191, A POINT ALONG THE NORTHERLY RIGHT OF WAY BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, CONTAINING 77,929 SQUARE FEET (1.79 ACRES) OF LAND, MORE OR LESS, SAID DRIVE, N 00DEG 31MIN 38SEC W, 16.37 FEET; THENCE CONTINUE ALONG SAID DRIVE, 206.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 234.00 FEET AND A CHORD WHICH BEARS N 24DEG 44MIN 32SEC E, 189.80 FEET; THENCE CONTINUE ALONG SAID DRIVE, N 50DEG 02MIN 00SEC E, 256.66 FEET; THENCE CONTINUE ALONG SAID DRIVE, 30.81 FEET TO THE LEFT HAVING A RADIUS OF 66.00 FEET AND A CHORD WHICH BEARS S 75DEG 02MIN 30SEC E, 30.53 FEET TO THE WESTERLY BOUNDARY OF SAID CERTIFIED SURVEY MAP NO. 1191; THENCE ALONG SAID WESTERLY BOUNDARY, S 00DEG 40MIN 31SEC E, 351.91 FEET TO THE POINT OF BEGINNING, CONTAINING 77,929 SQUARE FEET (1.79 ACRES) OF LAND, MORE OR LESS.

LINE	BEARING	DISTANCE
1	N 00°31'38" W	16.37

CURVE	BEARING	CHORD	LENGTH	ARC LENGTH
C1	234.00° N 24°44'32" E	189.79	206.45	206.45
C2	66.00° S 75°02'30" E	30.53	30.81	30.81

LEGEND

- = FOUND CONCRETE COUNTY MONUMENT WITH BRASS CAP
- = FOUND IRON PIPE STAKE, 1 3/8" O.D.
- = FOUND IRON REBAR STAKE, 3/4" D.A.
- ✱ = SET IRON REBAR STAKE, 3/4" x 18" x 1.13 lbs/ft
- = RECORDED AS

I, CHRISTOPHER A. HODGES, PROFESSIONAL LAND SURVEYOR S-2700, DO HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT IS A CORRECT AND TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE BOUNDARIES AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT.

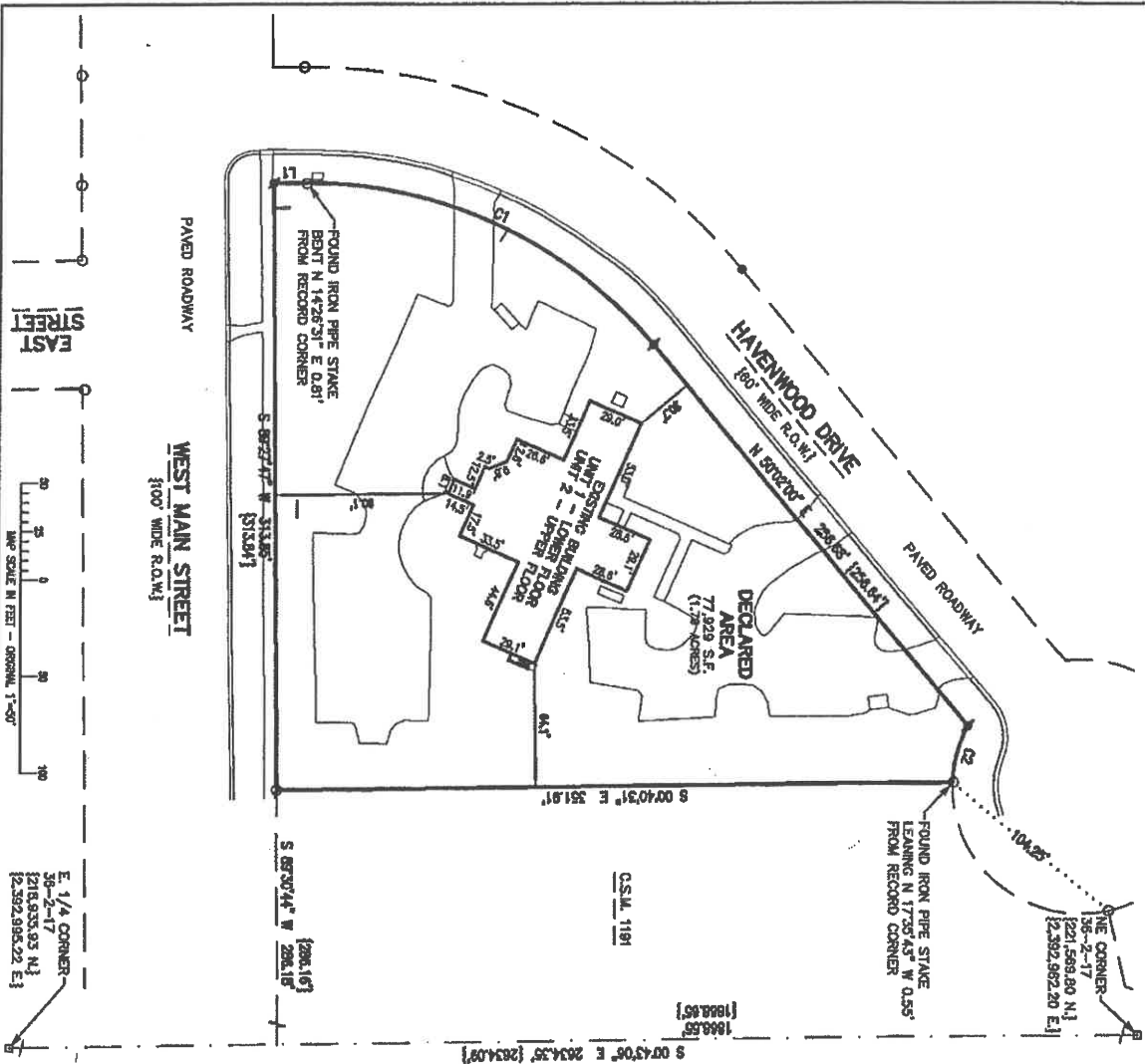
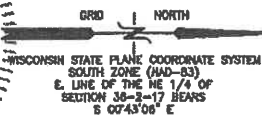
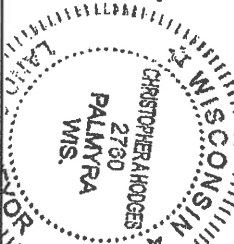
CHRISTOPHER A. HODGES PLS 2700

2-2-23 DATED

NOTE: COMMON ELEMENT = ALL OF THE CONDOMINIUM EXCEPT THE UNITS.

SEE SHEETS 2 & 3 FOR DIAGRAMATIC FLOOR PLANS.

FARRIS, HANSEN & ASSOCIATES, INC.
 ENGINEERING - ARCHITECTURE - SURVEYING
 7 RIVERWAY COURT, PO BOX 457
 ELKHORN, WISCONSIN 53121
 PHONE: (262) 773-2098
 FAX: (262) 773-6886
 PROJ. NO. 10807 DATE: 12/14/2022 SHEET 1 OF 3



City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW



CERTIFIED SURVEY MAP or



SUBDIVISION PLAT

NAME AND ADDRESS OF CURRENT OWNER:

WOODLEY ASSETS
W 3411 LINCOLN
LAKE GENEVA, WI. 53147

TELEPHONE NUMBER OF CURRENT OWNER:

(262) 248-9210

OWNER SIGNATURE:

[Signature]

EMAIL ADDRESS:

jengerman@eng

PROJECT ADDRESS

999 S. LAKE SHORE

TAX KEY NUMBER:

2A206600002

NAME AND ADDRESS OF APPLICANT:

SAME

TELEPHONE NUMBER OF APPLICANT:

(262) 620-0102

EMAIL ADDRESS:

SAME

NAME AND ADDRESS OF SURVEYOR:

PAUL VAN HEKELUM
1200 LA SALLE ST.
LAKE GENEVA, WI.

TELEPHONE NUMBER OF SURVEYOR:

(262) 757-4776

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

DIVIDE LSN #2 INTO 2 COMPLYING LOTS
IN SR-4 DISTRICT. CREATION OF 2
LOTS. FROM ONE LARGE PARCEL.

SUBMITTAL CHECKLIST



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



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



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

SOMTA.

PROVIDE 1 FULL SET AND 8-11" X 17" COPIES OF CSM OR PLAT PRIOR TO PLACEMENT ON PLAN COMMISSION AGENDA.



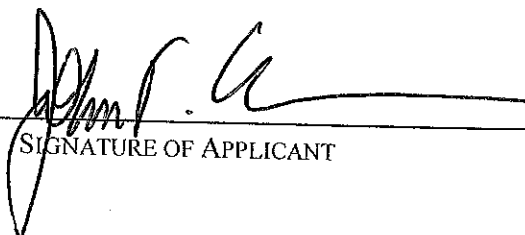
PROVIDE 1 DIGITAL COPY OF THE FULL APPLICATION PACKET TO THE LAKE GENEVA BUILDING AND ZONING DEPARTMENT AT BZADMIN@CITYOFLAKEGENEVA.COM OR BZCLERK@CITYOFLAKEGENEVA.COM

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

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

3-3-2023

DATE


SIGNATURE OF APPLICANT

Memo to City of Lake Geneva

To: Fred Walling, Zoning Administrator **Date:** March 13, 2023

From: Gary R. Splinter, P.S.
Naomi Rauch, P.E.
262-758-6032

CC: Paul Van Henkelum – Cardinal Engineering LLC
Dave Nord – City Administrator
Amanda Rotondi – Building and Zoning Administrative Assistant
Tom Earle – Director of Public Works
Josh Gajewski – Utility Director
Greg Governatori P.E. – Kapur & Associates, Inc.

Subject: CSM REVIEW – REDIVISION LOT 2 CSM 2066 - S. Lakeshore Drive – RECOMMENDED APPROVAL
Kapur Project #22.0160 Phase 22

BACKGROUND AND REQUEST: We have completed a review of a Certified Survey Map dated March 2, 2023, prepared by Paul Van Henkelum of Cardinal Engineering. Our review was conducted to determine compliance with Chapter 236 of the Wisconsin State Statutes, Chapter 66 of the City of Lake Geneva Municipal Code, and good surveying practices.

Certified Survey Map comments:

- **GENERAL COMMENT** – The square footage in the surveyor's certificate appear to only include Lot 1 and Lot 2. Total square footage should be around 45,010.

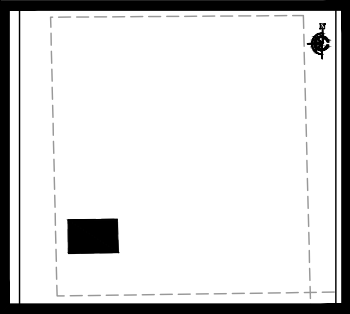
Based on the information provided above we recommend approval of the proposed Certified Survey Map. Although the material has been reviewed, the surveyor is ultimately responsible for the thoroughness and accuracy of the Certified Survey Map with state statutes and municipal city code. Please contact me if you have any questions or comments pertaining to this project at (262) 758-6011 or gsplinter@kapurinc.com.



CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CSM 2066 BEING PART OF THE NORTHWEST ¼ OF THE
NORTHEAST ¼ OF SECTION 01, TOWNSHIP 01 NORTH, RANGE 17 EAST, CITY OF LAKE
GENEVA, WALWORTH COUNTY, WISCONSIN.

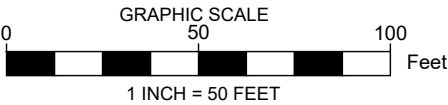
LOCATION MAP



OWNERS/SUBDIVIDERS:
WOODLEY ASSETS LLC
W3411 LINTON AVE
LAKE GENEVA, WI 53147

SURVEYOR:
PAUL H. VAN HENKELUM
CARDINAL ENGINEERING LLC
1200 LA SALLE STREET
LAKE GENEVA, WI 53147
262-757-8776

BASIS OF BEARING:
ALL BEARINGS REFER TO GRID NORTH OF THE
WISCONSIN STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE, NAD-83.
THE WEST LINE OF THE NE ¼ SECTION 01-01-17 IS
ASSUMED TO BEAR S01°35'43"E.

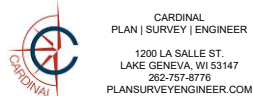
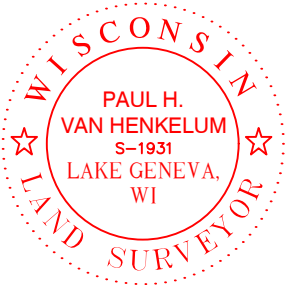
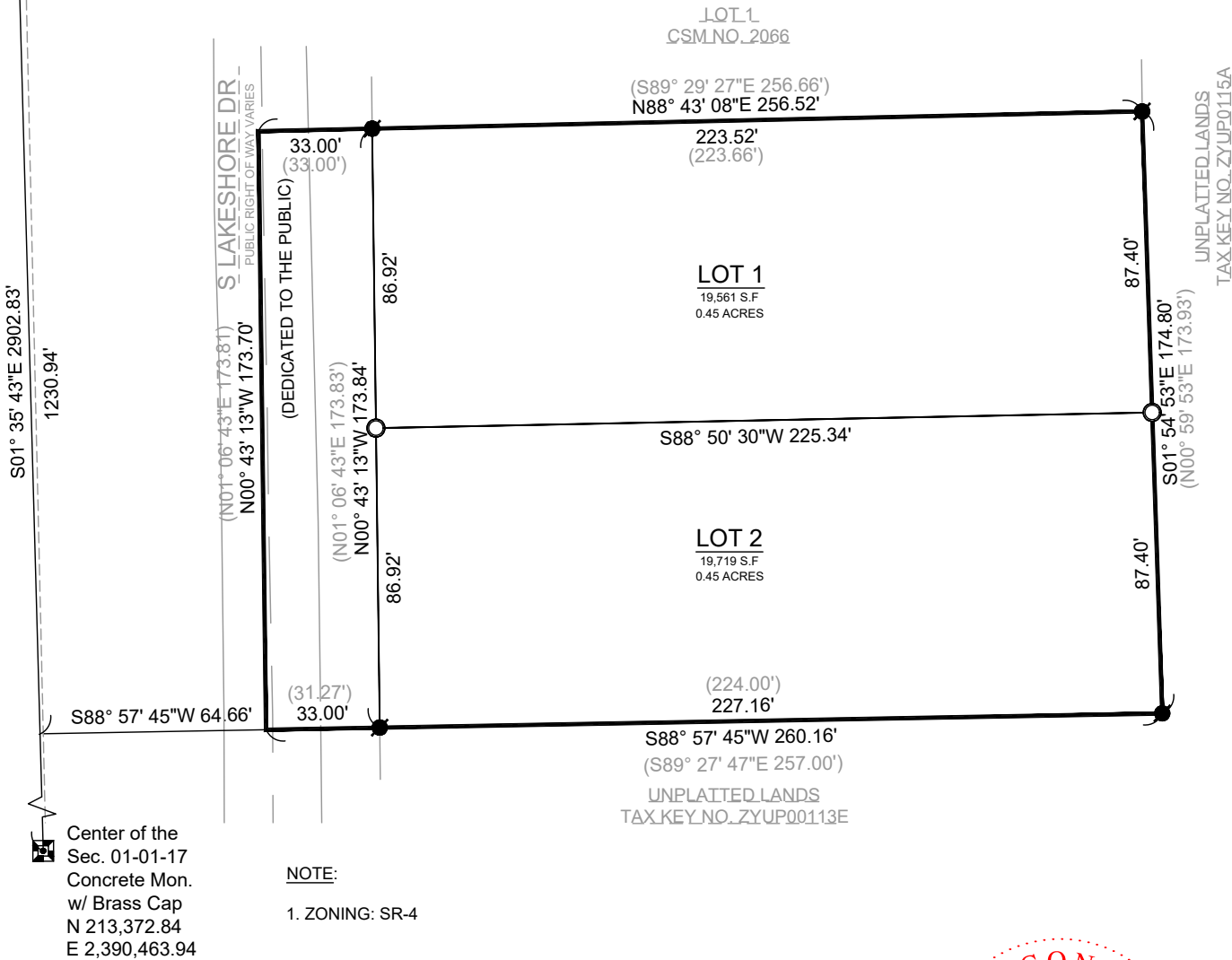


NW ¼ OF THE NE ¼ SEC. 01-01-17
SCALE: 1" = 1,000'

N Corner of the
Sec. 01-01-17
Limestone Mon.
w/ Brass Cap
N 216,274.55
E 2,390,397.13

LEGEND

- FOUND IRON ROD
- MONUMENT
- SET 1" I.D. IRON PIPE
18", 1.13#/ L.F.
- (xx) RECORDED AS



Instrument drafted by Paul H. Van Henkelum,
P.L.S.#1931

SHEET 1 OF 2
DATE 03 / 02 / 2023
JOB No. 22460

CERTIFIED SURVEY MAP NO. _____

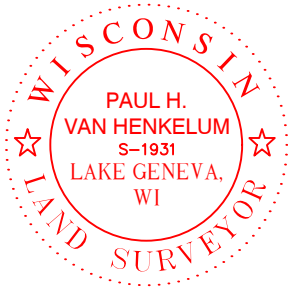
A REDIVISION OF LOT 2 OF CSM 2066 BEING PART OF THE NORTHWEST ¼ OF THE
NORTHEAST ¼ OF SECTION 01, TOWNSHIP 01 NORTH, RANGE 17 EAST, CITY OF LAKE
GENEVA, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, PAUL H. VAN HENKELUM, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND
HEREIN DESCRIBED:
SAID LAND IN THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 01, TOWNSHIP 1 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH
COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS: A REDIVISION OF LOT 2 OF CSM NO. 2066 AS RECORDED IN VOL. 10 PG. 26 AS PER THE
WALWORTH COUNTY REGISTER OF DEEDS. CONTAINING 39,280 SQ. FT. MORE OR LESS.
I FURTHER CERTIFY THAT I HAVE MADE SAID MAP BY THE DIRECTION OF JOHN ENGERMAN, MANAGING MEMBER WOODLEY ASSETS LLC, OWNER OF SAID
LAND. THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF.
THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN
STATUTES AND OF THE LAND DIVISION ORDINANCES OF THE CITY OF LAKE GENEVA IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 20__

PAUL H. VAN HENKELUM,
PROFESSIONAL LAND SURVEYOR #1931



OWNER'S CERTIFICATE

AS OWNER, JOHN ENGERMAN, MANAGING MEMBER WOODLEY ASSETS LLC, HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS
CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS REPRESENTED HEREON.

AS OWNER OF SAID LAND, I FURTHER CERTIFY THAT THIS MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL:

1.) CITY OF LAKE GENEVA

WITNESS THE HAND AND SEAL OF SAID OWNER THIS _____ DAY OF _____, 20__
WOODLEY ASSETS LLC

By: _____
JOHN ENGERMAN; MANAGING MEMBER

STATE OF _____) ss
COUNTY OF _____)

THE ABOVE NAMED JOHN ENGERMAN, MANAGING MEMBER WOODLEY ASSETS LLC, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING
INSTRUMENT AND ACKNOWLEDGED THE SAME.

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NO MORTGAGE ON THE PROPERTY AT THE TIME OF RECORDING.

CERTIFICATE OF PLAN COMMISSION APPROVAL:

APPROVED BY THE PLAN COMMISSION OF THE CITY OF LAKE GENEVA
ON THIS _____ DAY OF _____, 20__.

CHARLENE KLEIN
CHAIRWOMAN

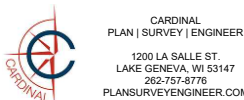
LANA KROPP
CITY CLERK

CERTIFICATE OF COMMON COUNCIL APPROVAL:

RESOLVED, THAT THIS CERTIFIED SURVEY MAP, IN THE CITY OF LAKE GENEVA, WISCONSIN,
IS HEREBY APPROVED BY THE CITY BOARD ON THIS _____ DAY OF _____, 20__.

CHARLENE KLEIN
MAYOR

LANA KROPP
CITY CLERK



Instrument drafted by Paul H. Van Henkelum,
P.L.S.#1931

SHEET 2 OF 2
DATE 03 / 02 / 2023
JOB No. 22460

Memo to City of Lake Geneva

To: Fred Walling, Zoning Administrator **Date:** March 13, 2023

From: Gary R. Splinter, P.S.
Naomi Rauch, P.E.
262-758-6032

CC: Christopher Hodges – Farris, Hansen & Associates Inc
Dave Nord – City Administrator
Amanda Rotondi – Building and Zoning Administrative Assistant
Tom Earle – Director of Public Works
Josh Gajewski – Utility Director
Greg Governatori P.E. – Kapur & Associates, Inc.

Subject: CSM REVIEW – Parcel consolidation – RECOMMENDED APPROVAL
Kapur Project #20.0163 Phase 03

BACKGROUND AND REQUEST: We have completed a review of a Certified Survey Map dated December 28, 2021, prepared by Christopher Hodges of Farris, Hansen & Associates Inc. Our review was conducted to determine compliance with Chapter 236 of the Wisconsin State Statutes, Chapter 66 of the City of Lake Geneva Municipal Code, and good surveying practices.

Certified Survey Map comments:

- 236.20 (2(h)) – Show the centerline of all streets.
- Appears the initial “Point of Beginning” should be called out on the 11 line of the Surveyor’s certificate.

General comments:

- Update all dates in certificates referring to 2021 and 2022.
- Remove red notes from page 1 of 3.

Based on the information provided above we recommend approval of the proposed Certified Survey Map, once the above revisions are completed. Although the material has been reviewed, the surveyor is ultimately responsible for the thoroughness and accuracy of the Certified Survey Map with state statutes and municipal city code.

Please contact me if you have any questions or comments pertaining to this project at (262) 758-6011 or gsplinter@kapurinc.com.

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: March 20, 2023

Agenda Item #9

Current Property Owner:

Avalon Property LLC

875 Geneva Parkway
Lake Geneva, WI 53147

Request:

Geneva Parkway Parcel Lots ZLGBP 00010A, ZYUP 00157, ZYUP 00158, & NLY3100002, Lake Geneva, WI 53147
Proposed Certified Survey Map Lot Combination to create a single parcel of 5.76 acres

Description:

The applicant is submitting a Certified Survey Map (CSM) to combine four existing platted lots in the Lake Geneva Business Park, with Lot ZLGBP 00010A located north of Geneva Parkway, Lot ZYUP 00157 located immediately to its north, and Lots ZYUP 00158 and NLY3100002 located immediately to the east. The result will consolidate the majority of the parcels into the proposed Lot 1, a single parcel of 5.76 acres. It also creates a new Outlot 1, the purpose of which is to preserve roadway access for future development to the north and east. By platting this area as an outlot no development is permitted, thus reserving the area for potential access use in the future.

The proposed parcel complies with the lot requirements of the city, and with the minimum standards of the Planned Business Park (PBP) zoning district.

The proposed CSM depicts the existing utility easements located within the CSM.

The City Engineer reviewed the CSM for compliance with technical standards of State Statute Chapter 236 and identified four minor technical comments for revision, summarized in their memo dated 3/13/23. Once revised, the City Engineer recommends approval.

Action by the Plan Commission:

Recommendation to the Common Council on the proposed Certified Survey Map (CSM):

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

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

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

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

*Sonja Kruesel, AICP
City Planning Consultant
Vandewalle & Associates*

City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW



CERTIFIED SURVEY MAP or



SUBDIVISION PLAT

NAME AND ADDRESS OF CURRENT OWNER:

Avalon Property LLC
875 Geneva Parkway N.
Lake Geneva WI 53147

TELEPHONE NUMBER OF CURRENT OWNER:

(262) 206-2190

OWNER SIGNATURE:

Aaron Hruschka

EMAIL ADDRESS:

aaron@plustechengineering.com

PROJECT ADDRESS

875 Geneva Parkway

TAX KEY NUMBER: ZL GBP00010A

NAME AND ADDRESS OF APPLICANT:

Peter Juergens
N2689 Sunset Blvd
Lake Geneva WI 53147

2Y4P00157
2Y4P00158
NLY3100002

TELEPHONE NUMBER OF APPLICANT:

(414) 588-2909

EMAIL ADDRESS:

pete.juergens05@gmail.com

NAME AND ADDRESS OF SURVEYOR:

Farris Hanson & Assoc Inc
7 Ridgeway Ct.
Elkhorn WI 53121

TELEPHONE NUMBER OF SURVEYOR:

(262) 723-2098

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

To combine 4 parcels into one parcel
Allow for cutlot 1 for future access

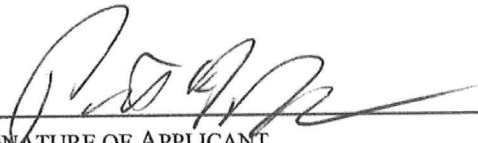
SUBMITTAL CHECKLIST

- _____ LOCATION MAP SHOWING LOCATION OF PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED WITH TOWN OR TOWNS, AND PARCELS WITHIN 1,000-FT OF BOUNDARY OF SUBJECT PROPERTY.
- _____ SKETCH MAP TO APPROXIMATE SCALE SHOWING ENTIRE PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED, AND SHOWING THE APPROXIMATE CONFIGURATION OF PROPOSED LOTS AND ROADS WITHIN THOSE PARCELS.
- _____ CITY OF LAKE GENEVA SIGNATURE BLOCK ON FACE OF CSM OR PLAT, PER STATE STATUTES.
- _____ PROVIDE 1 FULL SET AND 8 - 11" X 17" COPIES OF CSM OR PLAT PRIOR TO PLACEMENT ON PLAN COMMISSION AGENDA.
- _____ PROVIDE 1 DIGITAL COPY OF THE FULL APPLICATION PACKET TO THE LAKE GENEVA BUILDING AND ZONING DEPARTMENT AT BZADMIN@CITYOFLAKEGENEVA.COM OR BZCLERK@CITYOFLAKEGENEVA.COM

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

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

11-15-22
DATE


SIGNATURE OF APPLICANT



Walworth County, WI Land Information Division

Property Details

Municipality: TOWN OF LYONS
Parcel Number: N LY3100002
School District: 2884-LAKE GENEVA-GENOA CITY U
Zoning District:

Owner Information

Owner Name: AVALON PROPERTY LLC
Owner Name 2:
Mailing Address: 875 GENEVA PKWY NORTH

LAKE GENEVA WI, 53147

2021 Valuation Information

Land: \$41,800.00
Improvements: \$0.00
Total: \$41,800.00
Acres: 0.4000
Fair Market Value: \$54,600.00
Assessment Ratio: 0.7651724310
Mill Rate: 0.0161782240

Tax Information

First Dollar Credit: \$0.00	School Credit: \$90.24
Special Assessment: \$0.00	Lottery Credit: \$0.00
Delinquent Utility Charge: \$0.00	Special Charges: \$0.00
Managed Forest Land Taxes: \$0.00	Private Forest Crop Taxes: \$0.00
Total Billed: \$676.26	Woodland Tax Law Taxes: \$0.00
Net Tax: \$676.26	

Tax Jurisdictions

GATEWAY TECHNICAL \$39.43
TOWN OF LYONS \$39.14
WALWORTH COUNTY \$173.45
LAKE GENEVA J1 SCHOOL DIST \$244.70
LAKE GENEVA-GENOA CITY UHS \$160.88
CDEB LAKE GENEVA J \$18.66

Elected Officials / Voting Districts

Supervisory District: Joseph H. Schaefer (D2)
State Representative: Tyler August (R) (Wisconsin's 32nd Assembly District)
State Senator: Stephen Nass (R) (Wisconsin's 11th Senate District)
US Representative: Bryan Steil (R) (Wisconsin's 1st District)
US Senator: Johnson, Ron

Special Assessments / Charges

Soil Classification

<u>Soil Type</u>	<u>Soil Name</u>	<u>Acres</u>
MpB	MCHENRY SILT LOAM, 2 TO 6 PERCENT SLOPES	0.3378
CrD2	O-RODMAN COMPLEX, 12 TO 20 PERCENT SLOPES, ER	0.0645

Property Address

Legal Description

A 20' WIDE BY 875' LONG STRIP RUNNING NS ALG THE E LN SW 1/4 NE 1/4 SEC 31 T 2 NR 18 E THIS STRIP HAS BEEN OMITTED FROM THE ROLL SINCE 1970

Disclaimer

The information provided in this property information page is not official information. All official tax information is recorded in the Walworth County Treasurer's Office. To verify tax payment/payoff status, contact the Walworth County Treasurer's Office at 262-741-4251.

SOILS: CeC2, CrD2, MpB, Ph

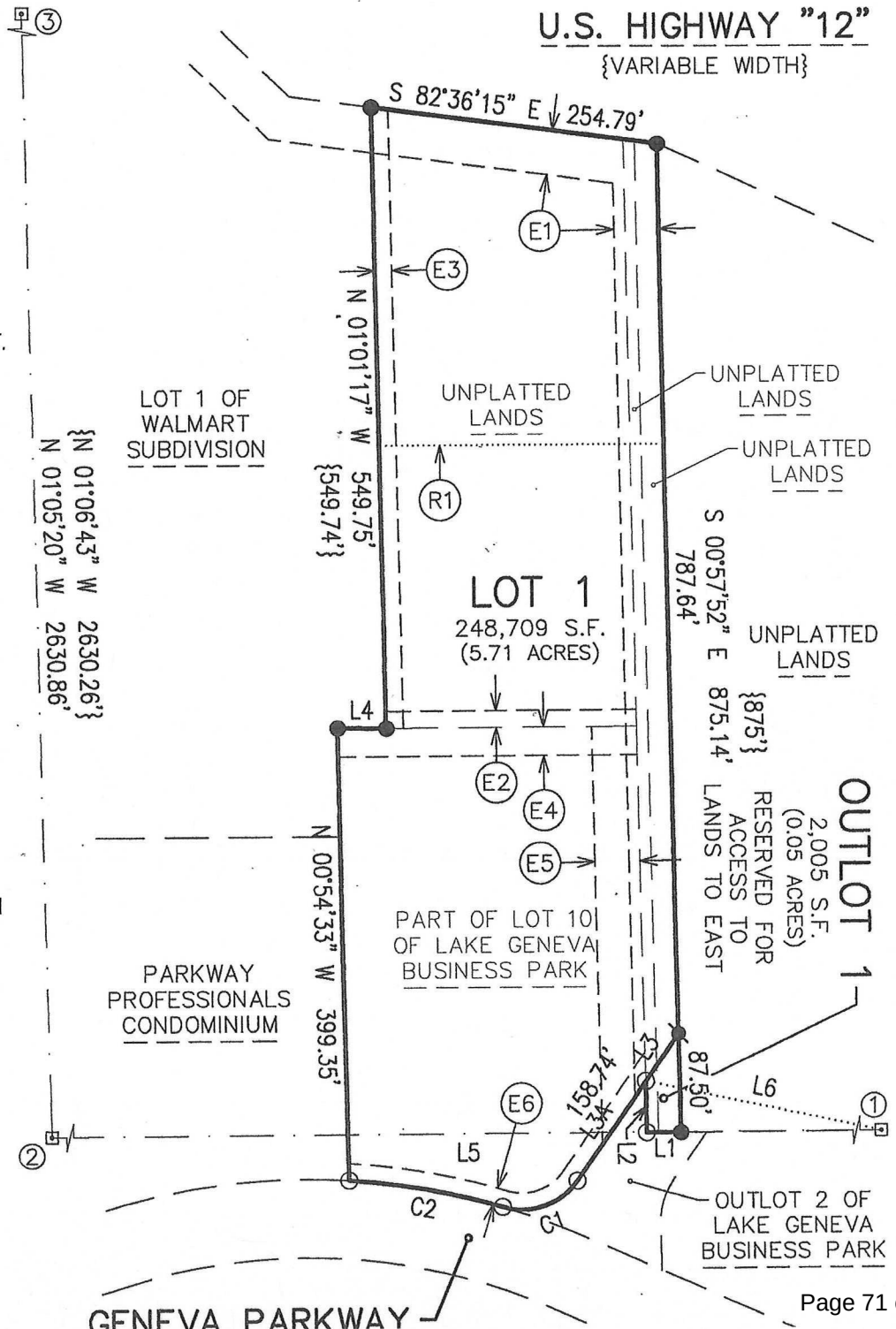
CERTIFIED SURVEY MAP NO. _____

This map is not accurate
and can not be recorded
until the annexation occurs.

A PARCEL CONSOLIDATION CERTIFIED SURVEY MAP
LOCATED IN PART OF THE SW 1/4 OF THE NE 1/4
AND PART OF THE NW 1/4 OF THE SE 1/4 OF
SECTION 31, TOWN 2 NORTH, RANGE 18 EAST, CITY
OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

LEGEND

- = FOUND IRON PIPE
STAKE, 1 3/8" O.D.
- = FOUND IRON REBAR
STAKE, 3/4" DIA.
- ▣ = FOUND CONCRETE -
COUNTY MONUMENT
W/BRASS CAP
- ⚓ = SET IRON REBAR ST.
3/4" x 18" x 1.13
lbs/ft
- {XXX} = RECORDED AS
- ① = E. 1/4 CORNER
31-2-18
{218,950.10 N.}
{2,398,242.41 E.}
- ② = CENTER
31-2-18
{218,944.45 N.}
{2,395,618.21 E.}
- ③ = N. 1/4 CORNER
31-2-18
{221,574.20 N.}
{2,395,567.17 E.}
- ① → ③ USED TO ESTABLISH
BEARING BASIS -
N 45°33'10" W
3747.53' {3747.40'}



A PARCEL CONSOLIDATION CERTIFIED SURVEY MAP
LOCATED IN PART OF THE SW 1/4 OF THE NE 1/4
AND PART OF THE NW 1/4 OF THE SE 1/4 OF
SECTION 31, TOWN 2 NORTH, RANGE 18 EAST, CITY
OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO. _____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT AT THE DIRECTION OF AARON HIRSHMAN, REPRESENTATIVE FOR AVALON PROPERTY LLC, OWNER, AND IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 236.34 OF WISCONSIN STATUTES AND THE THE LAND DIVISION ORDINANCE FOR THE CITY OF LAKE GENEVA, I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED LANDS AND THAT THIS MAP IS A TRUE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND OF THE DIVISION THEREOF TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF:

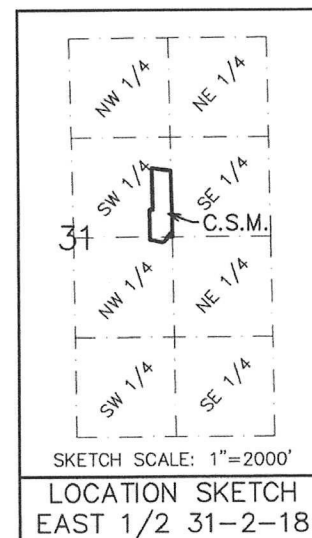
PART OF LOT 10 OF LAKE GENEVA BUSINESS PARK AND OTHER LANDS LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE EAST 1/4 CORNER OF SECTION 31, TOWN 2 NORTH, RANGE 18 EAST; THENCE N 88DEG 12MIN 09SEC W 1344.16 FEET TO AN IRON PIPE STAKE FOUND MARKING THE EASTERLY-MOST CORNER OF LOT 10 OF LAKE GENEVA BUSINESS PARK; THENCE ALONG THE BOUNDARY OF SAID LOT 10, S 35DEG 00MIN 51SEC W, 107.55 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID LOT 10, 75.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET AND A CHORD WHICH BEARS S 70DEG 56MIN 53SEC W, 70.45 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID LOT 10, 137.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 596.13 FEET AND A CHORD WHICH BEARS N 79DEG 42MIN 46SEC W, 137.25 FEET TO AN IRON PIPE STAKE FOUND MARKING THE SOUTHWEST CORNER OF PARKWAY PROFESSIONALS CONDOMINIUM; THENCE ALONG THE EASTERLY BOUNDARY OF SAID CONDOMINIUM EXTENDED NORTHERLY, N 00DEG 54MIN 33SEC W, 399.35 FEET TO AN IRON REBAR STAKE FOUND MARKING A POINT ALONG THE BOUNDARY OF LOT 1 OF WALMART SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID LOT 1, S 89DEG 48MIN 17SEC E, 42.93 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID LOT 1, N 01DEG 01MIN 17SEC W, 549.75 FEET TO AN IRON REBAR STAKE FOUND MARKING THE NORTHEAST CORNER OF SAID LOT 1 AND A POINT ALONG THE SOUTHERLY RIGHT OF WAY BOUNDARY OF U.S. HIGHWAY "12"; THENCE ALONG SAID HIGHWAY, S 82DEG 36MIN 15SEC E, 254.79 FEET TO AN IRON REBAR STAKE; THENCE S 00DEG 57MIN 52SEC E, 875.14 FEET TO AN IRON REBAR STAKE FOUND MARKING A POINT ALONG THE NORTHERLY BOUNDARY OF OUTLOT 2 OF LAKE GENEVA BUSINESS PARK; THENCE ALONG THE BOUNDARY OF SAID OUTLOT 2, S 89DEG 58MIN 03SEC W, 30.21 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID OUTLOT 2, N 00DEG 47MIN 31SEC W, 45.58 FEET TO THE POINT OF BEGINNING. CONTAINING 250,713 SQUARE FEET (5.76 ACRES) OF LAND, MORE OR LESS.

DATED: 11/17/2022

CHRISTOPHER A. HODGES PLS 2760

CURVE	TANGENT IN	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	TANGENT OUT
C1	S 34°59'54" W	60.00'	71°54'00" {71°54'34"}	S 70°56'53" W	70.45' {70.46'}	75.29' {75.30'}	N 73°06'07" W
C2	N 73°06'09" W	596.13'	13°13'16"	N 79°42'46" W	137.25'	137.56'	N 86°19'24" W

LINE	BEARING	DISTANCE
L1	S 89°58'03" W	30.21'
L2	N 00°47'31" W	45.58' {45.67'}
L3	S 35°00'51" W	107.55' {107.57'}
L4	S 89°48'17" E	42.93' {42.99'}
L5	S 89°48'17" E {S 89°52'36" W}	2625.36' {2624.22'}
L6	N 88°12'09" W	1344.16'



THIS INSTRUMENT DRAFTED
BY CHRISTOPHER A. HODGES
PROJECT: 10095
DATE: 11/17/2022
SHEET 2 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. _____

(b) Any building or structure constructed on the Exhibit "G" real estate shall be delimited to a total height (not including roof-top mechanical equipment attached to said building or structure) of eighteen (18') feet above the average finished ground elevation at the perimeter of any such building or structure.

The restrictive covenants as described in this paragraph shall remain in full force and effect until released by the owner of the Exhibit "A" real estate or unless unilaterally released by Grantee in the event Grantee exercises Grantee's option to purchase the Exhibit "G" real estate from Grantor on the terms and conditions as set forth in a Purchase Agreement between Grantee and Grantor, providing for the purchase of the Exhibit "A" real estate.

2. Utility Easement. Grantor hereby grants to Grantee a perpetual easement over, under and across the Exhibit "B" real estate, the confines of said easement described in Exhibit "C" and which easement shall benefit and be appurtenant to the Exhibit "A" real estate. The easement as described in this paragraph shall be a perpetual and exclusive easement for utilization of Grantee and Grantee's heirs, successors and assigns to the Exhibit "A" real estate or any part thereof and shall be utilized by Grantee for laying and constructing sanitary sewers, storm drains, water mains, electric and gas installations, telephone lines and any other utilities deemed necessary by Grantee for servicing the Exhibit "A" real estate.

3. Drainage Easement.

APPLICATION FOR ZONING MAP AMENDMENT

Name of Applicant: Peter Juergens

Address of Applicant: 12689 Sunset Blvd
Lake Geneva WI 53147

Telephone No. (414) 588-2909

Fax and/or email: () pete.juergens05@gmail.com

Name of Owner: Avalon Property LLC

Address of Owner: 875 Geneva Parkway North
Lake Geneva WI 53147

Telephone No. (262) 206-2190

Fax and/or email: () aaron@plastecheengineering.com

Owner Signature: Aaron Hirschen

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

Current TAX Key # NLY 3100002 See Attached
ZYUP 00158 MAPS
ZYUP 00157

Zoning Classification change from: Planned Business to Planned Business Park

Reason for requesting Proposed Amendment: To Allow Expansion
of plasteche Engineering Mtg. plant

Proposed use of property: Production of Medical Equipment

Fee of \$400.00 payable upon filing application.

2-14-2023
Date

[Signature]
Signature of Applicant

_____ (c) Written justification for the proposed map amendment:

_____ Indicating reasons why the Applicant believes the proposed map amendment is in harmony with the recommendations of the City of Lake Geneva Master Comprehensive Plan, particularly as evidenced by compliance with the standards set out in Section 98-903(4)(c)1.-3. (See following page.)

III. JUSTIFICATION OF THE PROPOSED ZONING MAP AMEDMENT

1. How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 98-005 (and, for floodplains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA))?

The proposed amendment adopts the existing zoning,
which is contiguous to this property, and has no
impact on wetlands and/or DNR rules or
FEMA regulations.

2. Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Please provide explanation in space below.)

- a. The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;
- b. A mistake was made in mapping on the Official Zoning Map. (That is, an area is developing in a manner and purpose different from that for which it is mapped.) NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading;
- c. Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district;
- d. Growth patterns or rates have changed, thereby creating the need for an Amendment to the Official Zoning Map.

A- This zoning change will conform with the current comprehensive plan.
C- This zoning change will allow for further development of the
business park and existing business.

3. How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The amended zoning maintains the desired consistency of
land use, and has no impact on the business park plan.

FINAL APPLICATION PACKET INFORMATION

- ____ Receipt of 1 full scale copy in blueline or blackline
of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ____ Receipt of 8 reduced (8.5" by 11" text and 11" x 17" graphics)
copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ____ A digital copy of Final Application Packet shall be emailed to the
Building and Zoning Department upon submittal deadline. Date: _____ by: _____
- ____ Certification of complete Final Application Packet and
required copies to the Zoning Administrator by City Clerk: Date: _____ by: _____
- ____ Class 2 Legal Notice sent to official newspaper by City Clerk: Date: _____ by: _____
- ____ Class 2 Legal Notice published on _____ and _____ by: _____

A PARCEL CONSOLIDATION CERTIFIED SURVEY MAP
LOCATED IN PART OF THE SW 1/4 OF THE NE 1/4
AND PART OF THE NW 1/4 OF THE SE 1/4 OF
SECTION 31, TOWN 2 NORTH, RANGE 18 EAST, CITY
OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

LEGEND

- = FOUND IRON PIPE STAKE, 1 3/8" O.D.
- = FOUND IRON REBAR STAKE, 3/4" DIA.
- ▣ = FOUND CONCRETE COUNTY MONUMENT W/BRASS CAP
- ⦿ = SET IRON REBAR ST. 3/4" x 18" x 1.13 lbs/ft

{XXX} = RECORDED AS

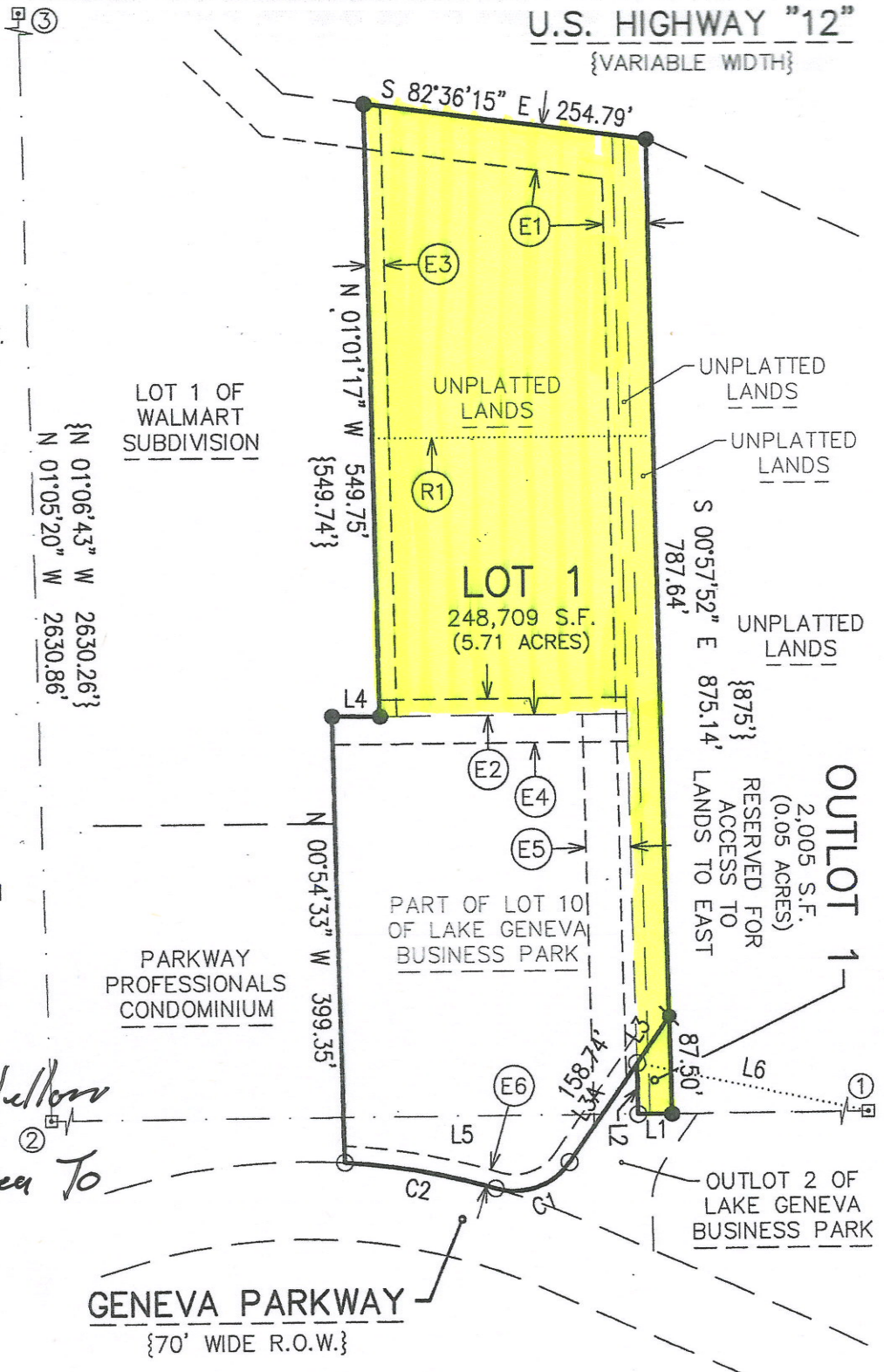
① = E. 1/4 CORNER 31-2-18
{218,950.10 N.}
{2,398,242.41 E.}

② = CENTER 31-2-18
{218,944.45 N.}
{2,395,618.21 E.}

③ = N. 1/4 CORNER 31-2-18
{221,574.20 N.}
{2,395,567.17 E.}

① → ③ USED TO ESTABLISH BEARING BASIS -
N 45°33'10" W
3747.53' {3747.40'}

The highlighted yellow represents the area to be rezoned



THIS INSTRUMENT DRAFTED
BY CHRISTOPHER A. HODGES
PROJECT: 10095
DATE: 02/09/2023
SHEET 1 OF 3 SHEETS

The highlighted yellow represents the area to be rezoned.



STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: March 20, 2023

Agenda Item #10

Applicant:

Peter Juergens
N2689 Sunset Boulevard
Lake Geneva, WI 53147

Request:

Proposed Zoning Map Amendment
Rezoning of Lots ZYUP 00157, ZYUP 00158, and
NLY 3100002 from Planned Business (PB Zoning
District) to Planned Business Park (PBP Zoning District)

Site Details for Lots ZYUP 00157, ZYUP 00158, and NLY 3100002:

Lot ZYUP 00157 Acres: 2.73
Lot ZYUP 00157 Acres: 0.2
Lot NLY 3100002 Acres: 0.4
Lot Owner (for all parcels): Avalon Property LLC
Current Zoning: PB Planned Business
Comprehensive Plan: No conflicts identified

Project Description:

The City received a rezoning application for Parcel No. ZYUP 00157, Parcel No. ZYUP 00158, and Parcel No. NLY 3100002). The applicant, Plas-Tech Engineering (represented by Peter Juergens), is requesting to rezone from the PB Planned Business zoning district to the PBP Planned Business Park zoning district, to accommodate the future expansion of Plas-Tech Engineering's medical equipment production manufacturing plant.

Rezoning Procedure:

Rezoning is a change to the zoning district on the zoning map, thus the ordinance section that controls in this case is Section 98-902 "Amendment of Official Zoning Map". In making its recommendation, the Plan Commission may consider whether the requested rezone:

- Advances the purpose of the zoning district
- Is in harmony with the comprehensive plan
- Maintains the overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
- Addresses any of the following:
 - The designations of the zoning map are not in conformance with the Comprehensive Plan
 - Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - Growth patterns or rates have changed, creating the need for an amendment to the zoning map.

The Plan Commission shall hold a public hearing and make a recommendation within 90 days of filing of a complete application. Plan Commission shall make a recommendation based on the considerations in Section 98-902 and whether the public benefits outweigh potential adverse impacts of the proposed amendment. The Common Council then considers the Plan Commission's recommendation.

Consistency with the Comprehensive Plan:

The applicant's submission constitutes an official rezoning request (map amendment). All zoning map amendments shall be consistent with the Comprehensive Plan in accordance with State Law. The Comprehensive Plan recommends these parcels as Planned Industrial. This category allows for high-quality indoor manufacturing, office, and research and development land uses, such as those included within the Planned Business Park land use category.

The rezoning request is for planned expansion of the Plas-Tech Engineering manufacturing plant for the production of medical equipment, which is an appropriate land use for the Planned Business Park land use district. The proposed rezoning request is consistent with the desired type of land use planned for within the Comprehensive Plan. There are no conflicts between the goals identified with the rezoning request and the goals, objectives, and policies of the Comprehensive Plan.

Staff Recommendation:

Procedural steps require a recommendation by the Plan Commission to the Common Council on the proposed Zoning Map Amendment. If the Plan Commission finds the request to be appropriate and consistent with standards reviewed in this staff evaluation, staff recommends **approval** of the proposed rezoning request to the Planned Business Park district with the following findings of fact and no conditions of approval:

Findings of Fact:

1. The proposed rezoning request furthers the purposes of the Zoning Ordinance and Comprehensive Plan Future Land Use Map.
2. The proposed rezoning amendment to the Official Zoning Map maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

*Sonja Kruesel, AICP
City Planning Consultant
Vandewalle & Associates*

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: March 20, 2023

Agenda Item #11

Applicant:
City of Lake Geneva

Request:
333 E. Main Street
Conditional Use Permit
Husbandry

Description:

The City of Lake Geneva is submitting a proposal for a Conditional Use Permit (CUP) for Husbandry within the Rural Holding (RH) zoning district. Specifically, the City is requesting this use to allow for a company called Vegetation Solutions to remove vegetation from the former Hillmoor golf course property. According to the company's website, goats and sheep are placed on the site to eat vegetation, including invasive species and noxious growing weeds. The animals will be placed on a roughly three-acre area located just north of the main entrance, near the former tee boxes on the east side of West Drive. Animals will be enclosed by a solar electric fence and a second perimeter fence. The animals are expected to be on the site for 7-10 days, but the conditional permit will enable the animals to be employed on the site as needed anytime, as long as the conditional use permit remains valid.

A Husbandry land use is an agricultural use that includes operations primarily oriented to the on-site raising and/or use of animals. Husbandry uses are only permissible in the RH zoning district and they require a conditional use permit. Animal containments or pastures must be located a minimum of 10 feet from any residentially zoned property. This requirement is easily met. Husbandry uses also requires one parking space per employee. Ample parking is provided near the former tee boxes off of West Drive.

Action by the Plan Commission:

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

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

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

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

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

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

1. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

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

B. If, after the public hearing, the Commission wishes to recommend *denial*, then the appropriate fact finding would be in disagreement with at least one of Factors 1-6 listed above.

Staff Recommendation:

1. Staff recommends that the Plan Commission recommend approval of the proposed conditional use as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.
3. Staff recommends the following *additional conditions of approval* be attached:
 - a. None

Suggested Motions:

- *Approve:* I recommend approval of the proposed *Conditional Use Permit for the City Lake Geneva, 626 Geneva Street, Lake Geneva, WI, to allow for a Husbandry land use in the Rural Holding (RH) zoning district located at 333 E. Main Street, Tax Key No, ZYUP 00131*, including the affirmative set of findings, and any additional conditions of approval recommended by staff.
- *Deny:* I recommend denial of the proposed *Conditional Use Permit for the City Lake Geneva, 626 Geneva Street, Lake Geneva, WI, to allow for a Husbandry land use in the Rural Holding (RH) zoning district located at 333 E. Main Street, Tax Key No, ZYUP 00131*, because *[provide rationale for denial, based on substantial evidence]*

Jackie Mich, AICP
City Planning Consultant
Vandewalle & Associates





VANDEWALLE & ASSOCIATES INC.

To: City of Lake Geneva Plan Commission
From: Jackie Mich, AICP
Date: March 13, 2023
Re: Upgrades to Citywide Design Standards – Next Steps

Summary of Public Input

On January 16, 2023, the City held a public hearing on the proposed upgrades to design standards. This topic generated significant interest and many comments were made at the public hearing. The public was supportive of the idea of higher quality development in the City in general, but on the whole, they were not supportive of the proposed ordinance changes. In particular, there were many concerns about the increase of front pavement setbacks, the prohibition on parking in front of the building, and the difficulty of imposing this on sites that are already developed. Staff notes that these provisions could be modified or scaled back to respond to the public's concerns.

In addition, working with the business community will be paramount to moving this project forward. Holding a public workshop to explain the proposed changes and gather input from the public and business community is one good way to achieve this.

Direction from Plan Commission

Before moving forward with a workshop, staff is seeking Plan Commission on the key elements of the proposed code amendments.

The key components of the proposed amendments include:

1. Enhanced standards for exterior building materials
2. Enhanced site design standards
3. Bicycle parking and pedestrian access
4. **Increase of front pavement setbacks to match front building setback**
5. **Increase landscaping requirements along street frontages**
6. **Prohibit parking spaces located between the building and the front lot line.**
7. **Prohibit drive-through windows, service areas, loading areas, gas pumps, car washes, and similar structures between the principal building the street.**

The new provisions would apply to existing development when proposing an expansion of building or pavement footprint and to all new development. At the public hearing, many noted

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Shaping places, shaping change

that existing businesses may encounter some difficulty in meeting the new requirements. Items 4-7 generated the most comments from the public. For each of the items 4-7 above, staff is seeking input from the Plan Commission:

- Should we proactively change this provision, based on what we've heard?
- Should we remove? Should we encourage but not require?
- Should we only apply to new development?

Budget Impact

Incorporating a public workshop with the public and business community, summary of public input, subsequent revisions to the code, and adoption meetings will require an estimated additional budget of \$6,800.