



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

CITY OF LAKE GENEVA PLAN COMMISSION
MONDAY, SEPTEMBER 16, 2024 - 6:00 PM
COUNCIL CHAMBERS, CITY HALL

Members:

Mayor Todd Krause, Alderperson Peg Esposito, Commissioners: John Gibbs, Doug Skates, Cindy Forster Fueredi, Jeremy Nafziger, and Kyle Cary

CITY HALL WILL BE OPEN TO THE PUBLIC DURING ALL MEETINGS. IF YOU WISH TO LISTEN OR WATCH THE MEETING YOU MAY DO SO BY USING THE FOLLOWING:

1. Links to the City of Lake Geneva's live video stream can be found at <https://cityoflakegeneva.gov/319/City-Meetings-Video-Stream>
 2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
 3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free)
- Access Code: 9746153**

AGENDA

1. Meeting called to order by Mayor Krause
2. Roll Call
3. Approve Minutes of the August 19, 2024, 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 Thomas Keefe d.b.a. 674 W. Main St LLC. PO Box 460, Lake Geneva, for a request for Downtown Design Review for a proposed exterior change to the building located at 647 W. Main St. - Tax Key No. ZOP00287
7. Request for a recommendation to approve a Condominium Plat for RJ Amann Properties LLC. et al. for the property located at 1590 Elkhorn Rd. requested by Ron Amann 1590 Elkhorn Rd. Lake Geneva to review a 3-unit condominium plat. Tax Key No. ZA54900001
8. Public Hearing and Recommendation for the Short-Term Rental Ordinance findings and suggestions of the proposed amendments to zoning code section 98-206(9)(y). This is a review of the Planning Commission for the proposed findings and changes from the STR Ad-Hoc Committee
9. Zoning Code Clean up and Comprehensive Plan Updates – Vandewalle

10. 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, AUGUST 19, 2024 - 6:00 PM
COUNCIL CHAMBERS, CITY HALL

Members: Mayor Todd Krause, Alderperson Peg Esposito, Commissioners: John Gibbs, Doug Skates, Cindy Forster Fueredi, Jeremy Nafziger, and Kyle Cary

Meeting called to order by Todd Krause
Mayor Krause called the meeting to order at 6:00 pm.

Roll Call

Present: Krause, Esposito, Gibbs, Skates, Foster-Fueredi, Nafziger, Cary

Absent: None

Approve Minutes of the July 15, 2024 Plan Commission meeting as distributed
Motion by Cary to approve, second by Skates; Motion Carried; 7-0

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

Joel Hoiland, Short-Term Rental (STR) Ad-Hoc Committee member, 390 Country Club Drive: Spoke on agenda item #12. Hoiland addresses the Plan Commission to approve STR documents to the city website and Request for Proposal (RFP) for STR software (8/20/24 Finance, Licensing & Regulation (FLR) agenda).

Kirk Ladu, 1815 Miller Road: Spoke about concerns on item #12, and would like to see it to be punitive enough to be a deterrent to Short-Term Rentals (STR) and allowing STR who are complying to rent the full year. He encouraged strict enforcement.

Sarah McConnell, 21 Lakeview Drive: Spoke on item #12, and encouraged strict enforcement.

Sharon Jolly, 1028 S Lake Shore Drive: Spoke about concerns on item #12.

Luke Pfeifer, Short-Term Rental (STR) Ad-Hoc Committee member, 1091 S Lake Shore Drive: Spoke on item #12 and provided comments/feedback to the public comments.

Tom Keefe, Short-Term Rental (STR) Ad-Hoc Committee member, 253 Smythe Drive, Williams Bay: Spoke on item #12 and shared the STR Ad-Hoc Committee's strategy and process.

Scott Robinson, 1201 Madison Street: Spoke on item #12 and the main issues with Short-Term Rentals.

Acknowledgment of Correspondence
No correspondence.

Building and Zoning Administrator's report update on new single-family housing units and short-term housing units

Administrator Walling presented the Building & Zoning Administrator's report (pages 6-7 of packet).

Public Hearing and Recommendation for a request to approve a Precise Implementation Plan (PIP) to construct a multi-tenant commercial building for the property at 80 Geneva Square, Parcel Number ZYUP 00137C1

Greg Hughes & Ryan Hunt, representatives for Geneva Square, presented the request for a Precise Implementation Plan (PIP) to construct a multi-tenant commercial building on the property located at 80 Geneva Square and answered the Commission's questions (pages 8-41 of the packet).

City Planner Kruesel presented a staff report and answered the Commission's questions. City staff recommended approval.

City Engineer Rauch spoke about the engineering review as it pertains to storm-water management.

Public Comment:

Sarah McConnell, 21 Lakeview Drive: Inquired if there will be a postage drop-off box.

Motion to close public hearing by Skates, seconded by Cary; Motion Carried; 7-0
Motion by Cary to approve, seconded by Esposito; Motion Carried; 7-0

Public Hearing and Recommendation for a request to approve a Precise Implementation Plan application filed by Bryan and Mary Durkin, 736 Pine Tree Lane, Lake Geneva, for a request to request to build a new home at 817 N Knoll Lane, Tax Key No. ZA442700001

City Planner Mich presented a request for a Precise Implementation Plan (PIP) located at 736 Pine Tree Lane (pages 42-68 of packet). City staff recommended approval.

Public Comment:

Sharon Jolly, 1028 S Lake Shore Drive: Stated she did not receive public notice and asked the applicant not to make this location a Short-Term Rental. Informed the Commission of a shared easement near this location.

Motion to close public hearing by Cary, seconded by Gibbs; Motion Carried; 7-0
Motion by Skates to approve, seconded by Gibbs; Motion Carried; 7-0

Clarification requested by Esposito on the storm-water management logistics. City staff confirmed this has been completed.

Request for a recommendation to approve a CSM for a request from Stahli USA, Inc. 200 Sheridan Springs Rd. Lake Geneva to review a possible land division application. Representative Matt Huff of Stahli in connection with the City of Lake Geneva for tax parcels ZGC00001 & ZGC00002

City Engineer Rauch presented and answered the Commission's questions (pages 69-78 of packet). City staff recommended approval.

Motion by Skates to approve, seconded by Esposito; Motion Carried; 7-0

Conceptual proposal for Mashtun Brewery in the Planned Business Park for a possible brewery to include indoor and outdoor commercial entertainment with a beer garden. Proposed location is Tax Key no. ZA40400001 on Geneva Parkway, applicant Kristen Kettle and Riccardo Nardi, N2747 Walden Lane Lake Geneva
Applicant Kristen Kettle presented and answered the Commission's questions for a conceptual proposal for Mashtun Brewing, in the Planned Business Park for indoor & outdoor commercial entertainment with a beer garden (pages 79-84 of packet).

City Planner Kruesel presented an overview, answered the Commission's questions and shared next steps.

Pete Juergens addressed Commissioner's questions & concerns.

Mayor Krause recommended getting feedback from tenants in the Business Park.

No action was taken.

Public Hearing and Recommendation on proposed amendments to the City of Lake Geneva Zoning Code regarding signage regulations, specifically to repeal and replace Article 8 (Signage Regulations) and to amend Section 98-913(9)(b)(11) Downtown Design Overlay Signage Regulations of the City of Lake Geneva Municipal Code

City Planner Kruesel presented and answered the Commissioner's questions about proposed amendments to the City of Lake Geneva Zoning Code regarding signage regulations (pages 85-113 of packet).

Administrator Walling answered Commissioner's questions. Attorney Draper suggested adding a caveat that the sign provision doesn't apply to public property.

No public comment.

Motion to close public hearing by Cary, seconded by Gibbs; Motion Carried; 7-0
City Planner Kruesel confirmed the staff recommendation is for approval.
Motion by Skates to approve, seconded by Cary; Motion Carried; 7-0

Update on Short Term Rental Ad-Hoc committee findings and suggestions of proposed amendments to zoning code section 98-206(9)(y). This is a review of the Planning Commission of the proposed findings and possible changes from the Ad-Hoc Committee. No action will be taken with regard to the current zoning code. These are the findings and recommendation of the Short Term Rental Ad-Hoc Committee

Motion to suspend the rules to allow Joel Hoiland to speak by Cary, seconded by Skates.

Motion Carried; 7-0

Administrator Walling presented an overview of the Short-Term Rental (STR) committee findings and recommendations for the proposed amendments to zoning code 98-206(9)(y) (pages 114-123 of packet).

Attorney Draper clarified that the state said that we're creating an estate and land for residents for rentals from 7 to 30 days. We cannot treat it any differently from any other state and land. They essentially carved out a new estate in real estate. It's creating new land use. It is set by state statute.

Motion to suspend the rules to allow Luke Pfeifer to speak by Cary, seconded by Skates.

Motion Carried; 7-0

Administrator Walling, Hoiland & Pfeifer answered the Commission's questions and provided recommendations.

The Commissioner's recommended changes for the STR Ad-Hoc committee to consider:

Property Management - Verbiage Clarification - Item 9

Short-Term Rental management business is located within 25 miles of Lake Geneva.

Penalties and License Revocation

Change five (5) citations to three (3) - Item 9

Overall Enforcement & Audit Requirements Concerns

Adjournment

Motion by Cary to adjourn seconded by Skates. Motion Carried; 7-0

The meeting adjourned at 8:11 pm.

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: September 16, 2024

Agenda Item: 6a

Applicant:

Thomas Keefe
d.b.a. 647 W, Main St LLC.
PO Box 460
Lake Geneva WI 53147

Request:

647 W. Main St.
Downtown Design Review exterior alterations
in the Central Business (CB) zoning district
Tax Key No. ZOP00287

Description:

The applicant is applying for Downtown Design Review to allow for exterior alterations to the building located at 647 W. Main St. in the Central Business (CB) zoning district, Tax Key No. ZOP00287.

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 recommend *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.:

647 Main Street
ZOP 00287

Name & Address of Current Building Owner:

647 Main Street LLC (Thomas & Michael Keefe)
PO Box 460
Lake Geneva, WI 53147

Telephone Number of Current Building Owner: 262-276-3883

Email Address: theefe@ajaxpm.com

Owner Signature: Tu

Name & Address of Applicant:

Same

Telephone Number of Applicant: Same

Email Address: Same

Proposed Design Change:

New Facade and windows on South, West, and
partial east sides of building

Zoning District: Central Business

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

Architect: Justin Ducey 5407 Trillium Blvd, Unit B110 Hoffman Eshts, IL
Contractor: John Engerman 33411 Linton Rd. Lake Geneva, WI

Description of Project:

Same as above

Date: 8/23/2024 Signature of Applicant: Tu

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.

Thomas Keefe

, as applicant/petitioner for

Project:

647 Main Street Re-Design

Project Address:

647 Main Street Lake Geneva, WI

Parcel No.

ZOP 00287

Name:

Thomas Keefe

Address:

Po Box 460

Lake Geneva, WI 53147

Cell Phone: (262)-729-2015

Phone: (262)-276-3003

Email: tkeefe@ajaxpm.com

Dated this 25th Day of August, 2024

Thomas Keefe

Printed Name of Applicant / Petitioner



Signature of Applicant/Petitioner



1 EXISTING SOUTH ELEVATION
Scale: NTS

INTENT OF DESIGN

- EXTERIOR REMODELING
- CONCEPT OF WELLNESS

AJAX PROPERTY MANAGEMENT
647 WEST MAIN STREET
LAKE GENEVA, WISCONSIN

CōBŪ ARCHITECTURE STUDIO
5407 Trillium Boulevard, Unit B110
Hoffman Estates, IL 60192
312-410-1260
September 5, 2024





1 SOUTH ELEVATION
Scale: 3/8" = 1'-0" at 22x34 layout

AJAX PROPERTY MANAGEMENT
647 WEST MAIN STREET
LAKE GENEVA, WISCONSIN

CōBŪ ARCHITECTURE STUDIO
5407 Trillium Boulevard, Unit B110
Hoffman Estates, IL 60192
312-410-1260
September 5, 2024



STARBUCKS



1 WEST ELEVATION
Scale: 3/8" = 1'-0" at 22x34 layout

AJAX PROPERTY MANAGEMENT
647 WEST MAIN STREET
LAKE GENEVA, WISCONSIN

CōBū ARCHITECTURE STUDIO
5407 Trillium Boulevard, Unit B110
Hoffman Estates, IL 60192
312-410-1260
September 5, 2024





1 RENDER - VIEW FROM SOUTHEAST
Scale: Not to Scale

AJAX PROPERTY MANAGEMENT
647 WEST MAIN STREET
LAKE GENEVA, WISCONSIN

CōBū ARCHITECTURE STUDIO
5407 Trillium Boulevard, Unit B110
Hoffman Estates, IL 60192
312-410-1260
September 5, 2024





1

RENDER - VIEW FROM SOUTHWEST

Scale: Not to Scale

AJAX PROPERTY MANAGEMENT

647 WEST MAIN STREET
LAKE GENEVA, WISCONSIN

CōBŪ ARCHITECTURE STUDIO

5407 Trillium Boulevard, Unit B110
Hoffman Estates, IL 60192
312-410-1260

September 5, 2024



STAFF REPORT
To: Lake Geneva Plan Commission
Meeting Date: September 16, 2024

Agenda Item <u>7</u>

Current Property Owner:

Ron Amann
RJ Amann Properties LLC, et al.
1590 Elkhorn Road
Lake Geneva, WI 53147

Request:

Condominium Project

Description:

The subject property is located at the northwest end of the City of Lake Geneva. The property owner annexed this property into the City earlier this year. The property is currently a three-unit office building. The property owner seeks to convert the parcel and building into a three-unit condominium form of ownership. No changes to the building or parcel are proposed.

The condominium plat includes floor plans for each of the three units showing the layout, boundaries, and dimensions of each unit. The land surrounding the building and the building's interior hallway are common elements.

Action by the Plan Commission:

The City of Lake Geneva requires condominium plats to be reviewed using the process outlined in Section 66-36, pertaining to land divisions other than subdivisions. Each condominium project must prepare a condominium plat pursuant to Wis. Stat. 703.11, and other applicable statutes. The applicant must submit a condominium plat to the Plan Commission. The Plan Commission has up to 40 days to review and approve, approve conditionally, or reject the condominium plat. Staff has reviewed the application, condominium plat, and declaration of condominium and has no concerns.

Staff Recommendation:

Staff recommends that the Plan Commission pass a motion to recommend *approval* of the proposed condominium project.

*Jackie Mich, AICP
City Planning Consultant
Vandewalle & Associates*

City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW

☐ CERTIFIED SURVEY MAP or ☐ SUBDIVISION PLAT



CONDOMINIUM PROJECT

NAME AND ADDRESS OF CURRENT OWNER:

RJ Amann Properties LLC, et al.

1590 Elkhorn Road

Lake Geneva, WI 53147

TELEPHONE NUMBER OF CURRENT OWNER: (262) 749-8341

OWNER SIGNATURE: 

EMAIL ADDRESS: rjamann64@gmail.com

PROJECT ADDRESS 1590 Elkhorn Road TAX KEY NUMBER: ZA 54900001

NAME AND ADDRESS OF APPLICANT:

RJ Amann Properties LLC, et al.

1590 Elkhorn Road

Lake Geneva, WI 53147

TELEPHONE NUMBER OF APPLICANT: (262) 749-8341

EMAIL ADDRESS: rjamann64@gmail.com

NAME AND ADDRESS OF SURVEYOR:

Paul Van Henkelum, Cardinal Engineering

1200 LaSalle Street

Lake Geneva, WI 53147

TELEPHONE NUMBER OF SURVEYOR: (414) 406-3248

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

The property owner and applicant is applying to convert the parcel and building into a 3-unit condominium. No physical or structural modifications to parcel or building are involved.

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.

8/27/24

DATE



SIGNATURE OF APPLICANT

Ronald J. Amann 1590 Elkhorn Road 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.

Ronald Amann, as applicant/petitioner for

Project: Condominium Project

Project Address: 1590 Elkhorn Road, Lake Geneva, WI 53147

Parcel No. ZA 54900001

Name: RJ Amann Properties LLC

Address: 1590 Elkhorn Road

Lake Geneva, WI 53147

Cell Phone: (262) - 749 - 8341 Phone: () - -

Email: rjamann64@gmail.com

Dated this 27 Day of August, 2024

Ronald J. Amann

Printed Name of Applicant/Petitioner

Ronald J. Amann

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

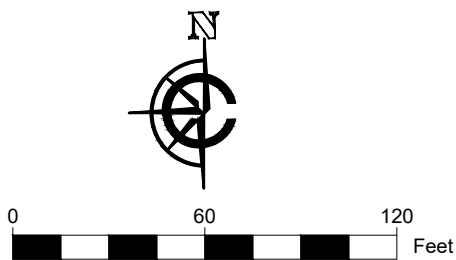
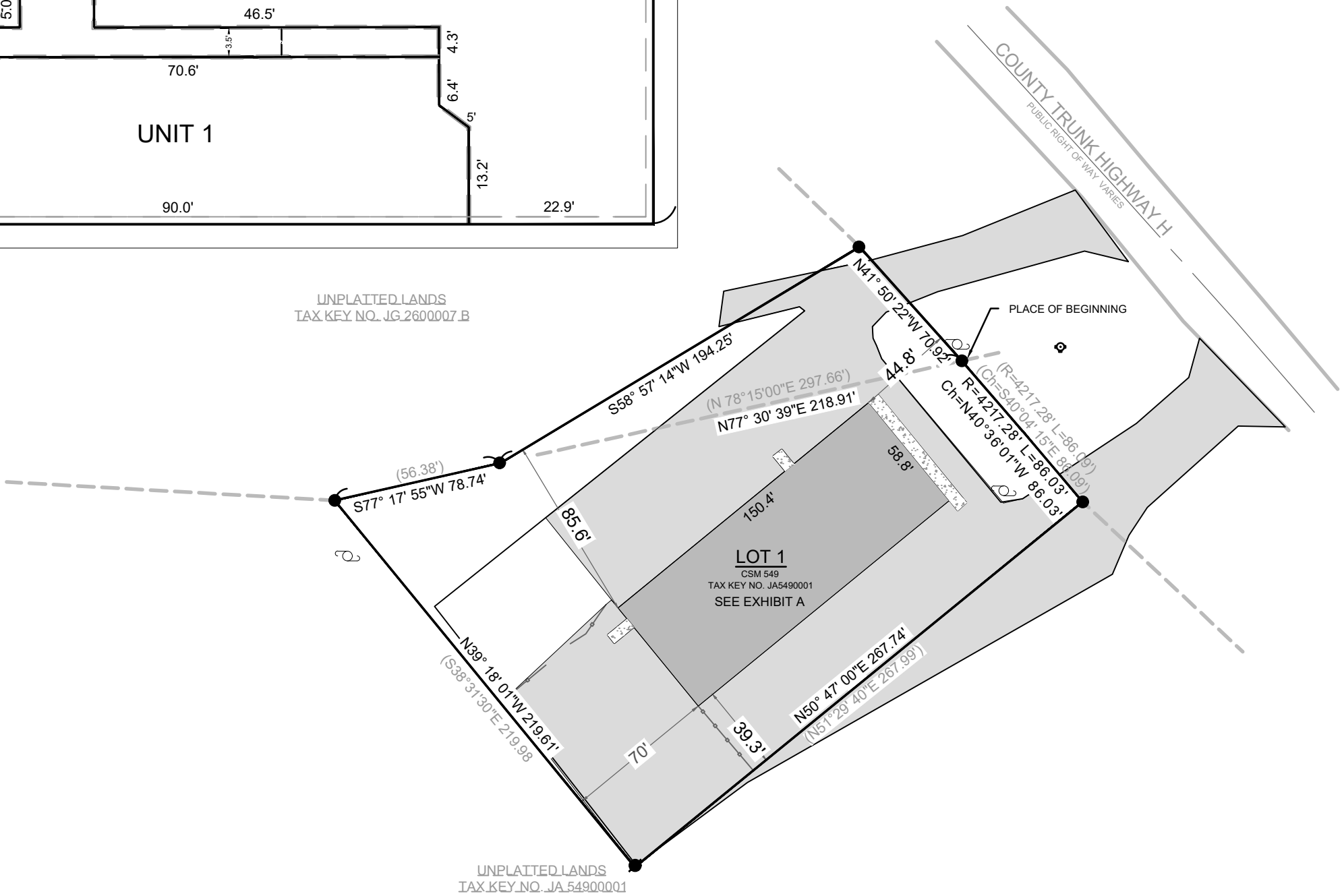
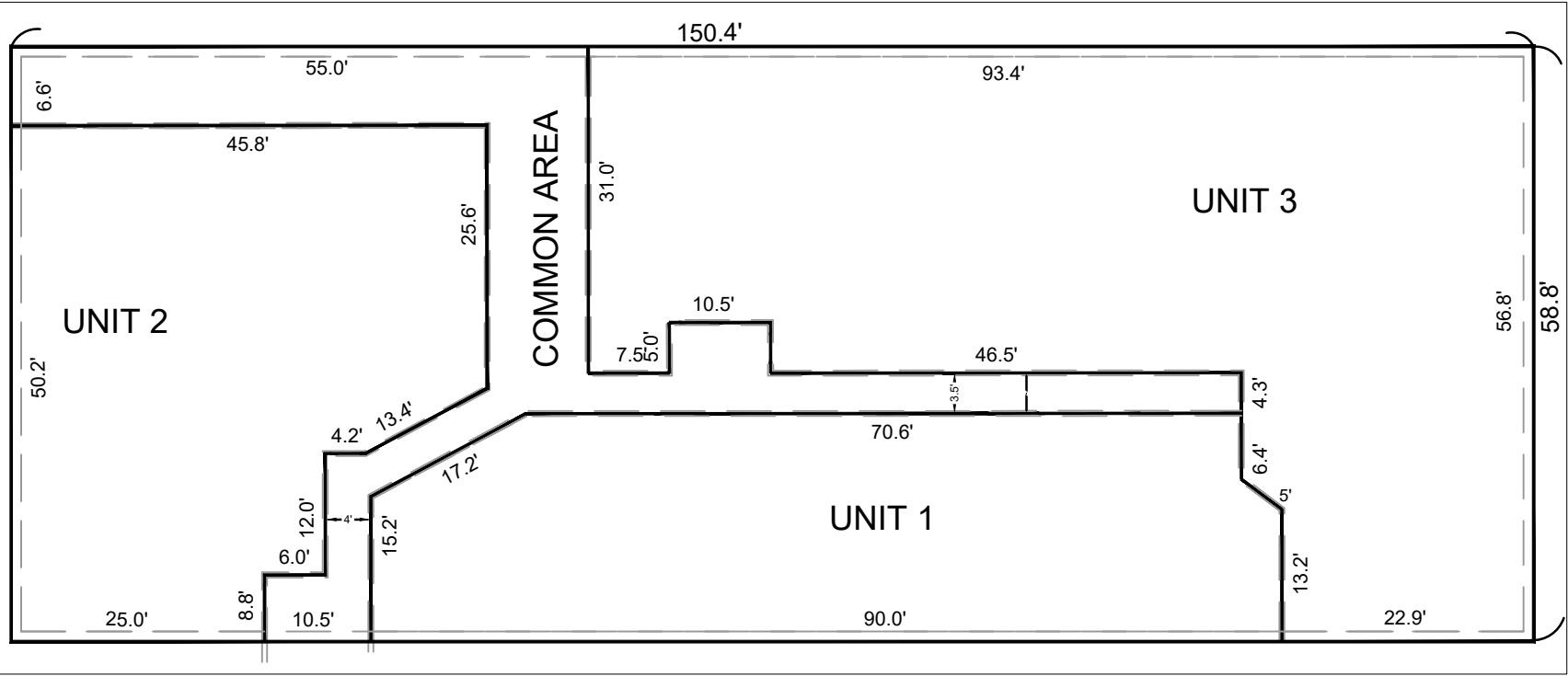
(2) Fees for Procedures Requested by the City of Lake Geneva: There shall be no fee in the case of applications filed in the public interest by the Common Council or the Plan Commission, other agency, or official of the City of Lake Geneva.

(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.

N2319 CTY TK H LAKE GENEVA, WI
CONDOMINIUM PLAT

EXHIBIT A:



SCALE: 1"=60'

LEGEND	
	EXISTING BUILDING
	EXISTING ASPHALT
	EXISTING CONCRETE
	RECORDED AS
	FOUND 1" IRON PIPE
	FOUND IRON ROD
	FOUND FIRE HYDRANT
	UTILITY POLE
	EXISTING FENCE

LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 26 IN TOWNSHIP 2 NORTH, RANGE 17 EAST, IN CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

MORE PARTICULARLY DESCRIBED AS
LOT 1 CSM 549; AS RECORDED IN DOCUMENT NO. 701551 PER WALWORTH COUNTY REGISTER OF DEEDS; ALSO COMMENCING AT NORTH EASTERLY CORNER OF SAID LOT 1 BEING PLACE OF BEGINNING; THENCE N 41° 50' 22" W ALONG WESTERLY RIGHT OF WAY OF COUNTY TRUNK HIGHWAY H, 70.92'; THENCE S 58° 57' 14" W, 194.25'; THENCE N 77° 30' 39" E, ALONG THE WESTERLY LINE OF SAID LOT 1, 218.91' TO THE PLACE OF BEGINNING.

BASIS OF BEARING:
THE WISCONSIN STATE PLANE COORDINATE SYSTEM, NAD-83, SOUTH ZONE.

THE SOUTHEASTERLY LOT LINE OF LOT 1, CSM #549 ASSUMED TO BEAR N50°47' 00"E.

BUILDING SURVEYED TO:
THE EXTERIOR OF SIDING.

SURVEY ORDERED BY:
RON AMANN

PROPERTY ADDRESS:
N3219 CTY TK H
LAKE GENEVA

FIELD WORK COMPLETED ON:
FEBRUARY 3, 2022

FIELD CREW CHIEF:
MIKE MELENZIO

SURVEYOR:
PAUL H. VAN HENKELUM, PLS
CARDINAL ENGINEERING LLC

I, PAUL H. VAN HENKELUM REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND IMPROVEMENTS TO BE CONSTRUCTED UPON THE PROPERTY AND IT COMPLIES WITH THE MINIMUM STANDARDS FOR PROPERTY SURVEY (A-E7) 7.01 AND CONDO PLAT 703.11

THIS PLAT OF "N2319 CTY TK H LAKE GENEVA, WI CONDOMINIUM PLAT" AS PROPOSED AT THE DATE OF HEREOF, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE FLOOR PLANS OF THE CONDOMINIUM BUILDINGS AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

PAUL H VAN HENKELUM, PLS #1931

DATE



JOB No: 23308
05/22/2023
JDB
PAGE 1 OF 1



Steven A. Koch
James B. Duquette
Ashley L. Renz

23 North Wisconsin Street
P.O. Box 470
Elkhorn, Wisconsin 53121
Phone: (262) 723-5003
Fax: (262) 723-6003

William L. Seymour (1928-2020)
Paul E. Kremer (1942-2018)
Alice P. Morrissy (1913-2004)

August 28, 2024

Via E-Mail and Hand Delivery

Fred Walling
City of Lake Geneva
Building and Zoning Administrator
City Hall-North East Entry
626 Geneva Street
Lake Geneva, WI 53147

**Re: Condominium Project
1590 Elkhorn Road, Lake Geneva, WI 53147**

Dear Administrator Walling:

Thank you for speaking with me this week regarding the filing of my client's request for Condominium Project review. Enclosed with this letter you will find a completed application form, as directed by Jackie Mich, and which has been signed by the property owner. Also attached is the Condominium Plat, and Declaration of Condominium for your review. Per your instructions, this set of documents is being e-mailed to you so that a digital copy will be in your possession. I am also hand-delivering a hard copy of this application with attachments and with the filing fee of \$1,200.00 (\$400.00 per condominium unit being created).

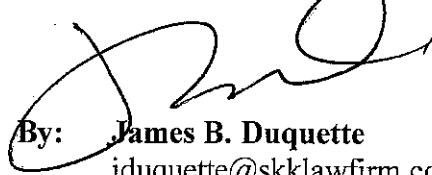
It is my understanding that this matter will be reviewed by staff and then will ultimately be placed on the Plan Commission agenda. I am requesting that this matter be set on the September Plan Commission agenda and if you believe that would be a problem for any reason then please contact me as soon as possible.

August 28, 2024
Page 2

Thank you for your attention to this matter.

Very truly yours,

SEYMOUR KREMER KOCH LLP


By: **James B. Duquette**
jduquette@skklawfirm.com

JBD:llh

Enclosures

cc: Jackie Mich, AICP (via e-mail)
Dan Draper (via e-mail)
Ronald J. Amann (via e-mail)

DATE : August 28, 2024

CHECK # : 22694

AMOUNT : \$1,200.00

EXPLANATION : Filing Fee - Application for Condominium Project Review

PAID TO : City of Lake Geneva

SEYMOUR KREMER KOCH LLPGENERAL ACCOUNT
23 N. WISCONSIN STREET
ELKHORN, WI 53121**TOWN BANK, N.A.**
A Wintrust Community Bank

79-1784/759

CHECK NO.

022694

*** One Thousand Two Hundred *****

00/100

PAY TO THE ORDER OFDATE
Aug 28, 2024AMOUNT
\$1,200.00City of Lake Geneva
626 Geneva Street
Lake Geneva, WI
53147

MEMO Filing Fee - Application for Condominium Project Review


AUTHORIZED SIGNATURE

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Document No.

**DECLARATION OF
CONDOMINIUM**

Return to:

RJ AMANN PROPERTIES LLC

N3219 County Road H

Unit 1

Lake Geneva, WI 53147

JA 54900001

Parcel Numbers

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this 31st day of May, 2024, by RJ Amann Properties, LLC, a Wisconsin Limited Liability Company and Makenna Clark Holdings LLC, a Wisconsin Limited Liability Company (together, the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), 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"). The Declarant hereby elects to operate the Condominium (defined below) as a Small Condominium pursuant to Section 703.365 of the Condominium Ownership Act and hereby elects to apply Sections 703.365(2), (3), (3m), (4), (5), (6), (7), and (8).

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01. Name. The name of the condominium created by this Declaration (the "Condominium") is "N3219 County Road H Condominium."

2.02. 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.

2.03. Address. The address of the Condominium is N3219 County Road H, Lake Geneva, Wisconsin 53147.

ARTICLE III

DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall consist of three (3) units (individually a "Unit" and collectively the "Units") located in the building 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 IV. 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 3, inclusive, as numbered on the Condominium Plat. The Condominium shall not 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.

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

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

(b) **Lower Boundary.** The lower boundary of the Unit shall be the horizontal plane of the lower surface of the concrete slab supporting the floor 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.

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

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

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. 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 and pedestrian walkways, if any, situated on the Land;
- (c) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, 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) Shared bathroom area; and
- (f) Any other portion of the improvements to the Land that is not part of a Unit as described above.

4.02. Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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.

4.03. Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of the Building, or as a result of settling or shifting of the Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 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 the Building, or as a result of settling or shifting of the Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

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

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements (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 33 1/3%.

5.02. 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.

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

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

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

ARTICLE VI

RIGHT TO EXPAND

6.01. No Expansion. Pursuant to Section 703.365(7), the Condominium is not subject to expansion.

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 "N3219 County Road H Condominium Association, 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

"Condominium Ownership 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. The Declaration, Articles, Bylaws, Rules and Regulations are sometimes collectively referred to herein as the "Condominium Documents."

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 sixty-six and two-thirds percent (66 2/3%) of the Percentage Interest to purchasers, assuming that the Condominium has been fully expanded under Article VI; 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, 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 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, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.

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 quarterly 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 quarterly month (to wit: April, July, October, and January), 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.

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations. 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.

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 commercial or business purposes and for no other purpose unless otherwise authorized by the Association before the commencement of such use. Unit owners shall be permitted to maintain an office at which customers or clients customarily meet in person or call. Uses shall be compliant with all zoning code provisions applicable to the Association's property. No Unit shall be used as a residential purpose.

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. Subject to the approval of the Association, not to be unreasonably withheld, conditioned, or delayed, Unit Owners shall be permitted to install and maintain signage identifying the business or organization located in the Unit as well as signage for any other lawful use. 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 garbage and refuse shall be disposed and segregated in appropriate waste receptacles in accordance with all applicable law, and with applicable Rules and Regulations.

8.08. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted.

ARTICLE IX

INSURANCE

9.01. Fire and Extended Loss Insurance. 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 may 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 may 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 (66 2/3%) 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. The Association may delegate this responsibility to a single Unit Owner or a third party.

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 are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

10.07. Partition and Sale Upon Consent. If following damage or destruction described in Section 10.01(c), 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 (66 2/3%) 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 unanimous written consent of all of the 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, and so long as the Condominium is subject to expansion under Article VI, 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 and for expansion of the Condominium as provided in Article VI.

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

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. Agent. The name and address of the agent is Ronald J. Amann, N3219 County Road H, Unit 1, Lake Geneva, WI 53147. The agent may be changed by the Association in any manner permitted by law.

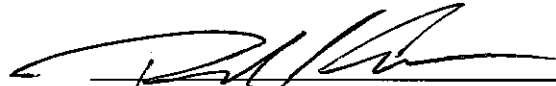
15.07. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant," as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes 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.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day 31 of May, 2024.



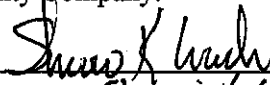
By: RJ AMANN PROPERTIES, LLC

Name: Ronald J. Amann

Title: Member

STATE OF WISCONSIN)
)
COUNTY OF WALWORTH) ss.

Personally came before me this 31 day of May, 2024, a Member of RJ AMANN PROPERTIES, LLC, a Wisconsin Limited Liability Company, Ronald J. Amann, who acknowledged the foregoing document for the purposes recited therein on behalf of said Limited Liability Company.



Name: Sherri K. Gurecki

Notary Public, State of Wisconsin

My Commission: 5/31/24

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by RJ AMANN PROPERTIES LLC to the undersigned recorded in the office of the Register of Deeds of Walworth County, Wisconsin on 04-30-2021, as Document No. 1035942, consisting of 9 pages, 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 5th day of May, 2024.

Michael Ploch

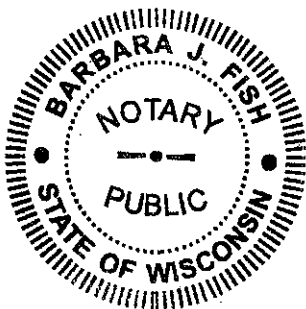
By: Community State Bank

Name: Michael Ploch

Its: Senior Vice President

STATE OF WISCONSIN)
)
COUNTY OF WALWORTH) ss.

Personally came before me this ____ day of May, 2024, Michael Ploch, the Senior Vice President of Community State Bank, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.



Barbara J Fish

Name: Barbara J Fish

Notary Public, State of Wisconsin

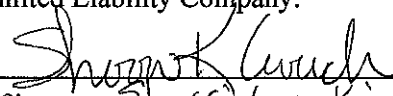
My Commission: 02/07/2027

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day 30th of May, 2023.


By: MAKENNA CLARK HOLDINGS LLC
Name: Sean Levitt
Title: Member

STATE OF WISCONSIN)
)
COUNTY OF WALWORTH) ss.

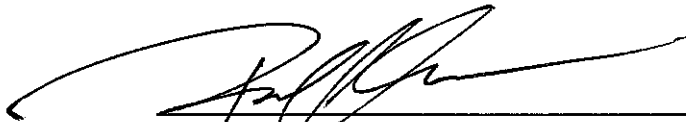
Personally came before me this 30th day of May, 2024, a Member of MAKENNA CLARK HOLDINGS LLC, a Wisconsin Limited Liability Company, Sean Levitt, who acknowledged the foregoing document for the purposes recited therein on behalf of said Limited Liability Company.


Name: Sherri Govecki
Notary Public, State of Wisconsin
My Commission: 3/31/25

CONSENT OF MORTGAGEE

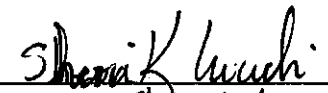
The undersigned, being the holder of a mortgage executed by MAKENNA CLARK HOLDINGS LLC to the undersigned recorded in the office of the Register of Deeds of Walworth County, Wisconsin on 10-11-2023, as Document No. 1085705, consisting of 5 pages, does hereby consent to all terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 31 day of May, 2024.


By: RJ Amann Properties, LLC
Name: Ronald J. Amann
Its: Member

STATE OF WISCONSIN)
)
COUNTY OF WALWORTH) ss.

Personally came before me this ____ day of May, 2024, Ronald J. Amann, the Member of RJ Amann Properties, LLC, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.


Name: Sherri Govecki
Notary Public, State of Wisconsin
My Commission: 3/31/25

This document drafted by
and should be returned to:
Attorney James B. Duquette, SBN 1061916
SEYMOUR KREMER KOCH LLP
23 N. Wisconsin Street, P.O. Box 470
Elkhorn, WI 53121
(262) 723-5003
jduquette@skklawfirm.com

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 26 N
TOWNSHIP 2 NORTH, RANGE 17 EAST, IN TOWN OF GENEVA, WALWORTH COUNTY,
WISCONSIN.

MORE PARTICULARLY DESCRIBED AS:

LOT 1 CSM 549; AS RECORDED IN DOCUMENT NO. 701551 PER WALWORTH COUNTY
REGISTER OF DEEDS; COMMENCING AT NORTHEASTERLY CORNER OF SAID LOT 1
ALSO BEING PLACE OF BEGINNING; THENCE N 41° 50' 22" W ALONG WESTERLY RIGHT
OF WAY OF COUNTY TRUNK HIGHWAY H 70.92'; THENCE S 58° 57' 14" W 194.25';
THENCE N 77° 30' 39" E 218.91' TO THE PLACE OF BEGINNING.

BASIS OF BEARING:

THE WISCONSIN STATE PLANE COORDINATE SYSTEM,
NAD-83, SOUTH ZONE.

THE SOUTHEASTERLY LOT LINE OF LOT 1, CSM #549
ASSUMED TO BEAR N50°47' 00"E.

PROPERTY ADDRESS: N3219 CTY TK H LAKE GENEVA

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: September 16, 2024

Agenda Item: 8

Request:

Short-Term Rental Ordinance

98-206(9)(y)

Description:

Staff and the Ad Hoc committee have submitted the proposed version of the Short-Term Rental (STR) Ordinance 98-206(9)(y) which is to provide additional guidance and amendments to the current code.

A public hearing notice was properly posted, a recommendation by the Plan Commission, and adoption by the City Council is recommended so the issuance of a resolution to approve can be adopted.

Staff Recommendations:

Staff recommend *approval* of the request as submitted.

SHORT-TERM RENTAL ORDINANCE

Sec. 98-206(9)(y). Short-term rental.

Description: Includes all lodging places and tourist cabins and cottages, other than hotels and motels, in which sleeping accommodations are offered for pay to tourists and transients for more than six but fewer than 29 consecutive days (**hereinafter "STR"**). It does not include private boardinghouses or rooming houses not accommodating tourists or transients, or bed-and-breakfast establishments regulated under ACTP 73. [Ord. No. 19-16]

1. Permitted by right: all zoning districts where "residential dwellings" are permitted, as that term is defined in § 66.1014, Wis. Stats. [Ord. No. 19-16]

a. **Land use requirement.** An **STR** ~~short-term rental~~ shall only be located as an accessory land use within zoning districts that allow residential dwellings, as that term is defined in § 66.1014, Wis. Stats.

b. **Annual city license required.** **STRs** shall operate only during the valid period of an annual City of Lake Geneva **STR** license (hereinafter "**A**nnual **L**icense") for each **calendar year consecutive 365-day period**. If the **STR** is transferred or there is any change of ownership of the **STR** during the valid period of an **Annual License**, the **new owner must apply for a license as defined in this ordinance before operating the STR. Licensees may not be transferred. When the license is issued, it will include a registration number (hereinafter "STR License Number") that must be displayed as defined in this ordinance.** Operating an **STR** without a current version of a valid **Annual License** shall be considered a violation of this chapter, and **the property owner shall be** subject to the penalties of Section 98-936. The following information shall be provided on an annual basis, ~~prior to~~ **before** issuance of said **Annual License**:

i. Completed City of Lake Geneva short-term rental application, which includes the property owner's name, address, and phone number; the **Designated Operator's name (as defined in 1(c)(vii))**, address, and phone number; and the period of operation of up to 180 days in a 365-day period, which must be consecutive;

ii. A current floor plan for the **STR**, at a minimum scale of one-inch equals four feet, and a site plan of the property at a minimum scale of one-inch equals 10 feet showing on-site parking spaces, **all bedrooms**, and trash storage areas;

iii. General Building Code inspection by the City, and submittal of official Building Code inspection report with no outstanding compliance orders remaining;

iv. Proof of valid property and liability insurance for the dwelling unit; [5]

[5] Editor's Note: Former Subsection b. iv, requiring a Fire Code inspection and report, was repealed on 3-28-2022 by Ord. No. 22-02. This ordinance also redesignated former Subsection (8)(y)1bv through x as Subsection (8)(y)1biv through viii, respectively.

v. State of Wisconsin tourist rental house license;

vi. City of Lake Geneva room tax permit;

vii. City of Lake Geneva general business license; [6]

[6] Editor's Note: Former Subsection (8)(y)1bvii, requiring a seller's permit, was repealed on 3-28-2022 by Ord. No. 22-02. This ordinance also redesignated former Subsection (8)(y)1bv through x as Subsection (8)(y)1biv through viii, respectively.

viii. Payment of an administrative fee, set by City Council resolution, to cover the costs to the City of administering the above. The City of Lake Geneva ~~short-term rental~~ **Annual License** shall be issued with the completion of the above requirements and compliance with the City's Room Tax Ordinance. [7]

ix. Each year, the Annual License must be renewed by January 31. Failure to renew and pay license fees by January 31 will result in a late fee of \$250.00.

[7] Editor's Note: See Ch. 70, Taxation, Art. III.

c. **Property management requirements.** Each **STR** shall be managed consistent with the following requirements:

i. The total number of days of operation within any 365-day period of an **Annual License** shall not exceed 180 consecutive days (**hereinafter "Rental Season"**). This period of **STR** operation shall be specified by the property owner in the required Lake Geneva ~~short-term rental~~ **Annual License** application.

ii. The stay of a guest in an STR (hereinafter "Rental") is calculated on the number of nights stayed between the arrival date and departure date.

iii. The minimum rental **booking** period shall be a minimum of seven consecutive days by any one party. **"Rental Booking Period" shall be identified as the date between one rental arrival and the next rental arrival. A Rental must be for at least two nights and may not arrive within 7 days of the prior guest arriving at the STR. For example, if a rental arrives on June 1, the earliest the next Rental could arrive is on June 7.**

iv. ~~The maximum rental period within a 365-day period of an annual license shall be no more than 180 consecutive days.~~ **During the days of the Annual License that is outside of the Rental Season ("Rental Off-Season") the Rental Booking Period shall be a minimum of 29 days. For example, if the property is rented November 1-7, it cannot be rented again until November 29.**

v. Similar facilities in which single-family detached homes are available for less than seven days, more than 180 ~~days~~ **nights**, or throughout the year, are a different land use that falls within the indoor commercial lodging land use category.

vi. The maximum number of occupants shall not exceed the total number licensed by the State of Wisconsin **or two per bedroom plus two additional occupants, whichever is less.**

WI Statute ATCP 72.14 (2)(b) Size of sleeping rooms. Every sleeping room shall be of sufficient size to afford at least 400 cubic feet (12 cu m) of air space for each occupant over 12 years of age and 200 cubic feet (6 cu m) for each occupant 12 years and under. Every sleeping room shall have a minimum ceiling height of 7 feet (2.13 m). No greater number of sleeping occupants than the number established by the application of these standards is permitted in any sleeping room.

vii. The **STR** shall be operated by the property owner or by a property manager explicitly designated in the valid Lake Geneva ~~short-term rental~~ **Annual License** application as the **"Designated Operator."** ~~A manager is someone who has~~ **If the STR owner does not act as the Designated Operator, the STR owner must enter into a valid management contract, beyond marketing and accounting services, with a company to act as the Designated Operator. The Designated Operator must have all of the powers of the STR owner in the STR owner's absence.**

viii. The property owner's and the **Designated Operator**'s names, addresses, and twenty-four-hour phone numbers shall be provided in the City of Lake Geneva short-term rental **Annual License** application and shall be updated within 24 hours upon any change in the ~~property manager~~ **Designated Operator** or the ~~property manager~~ **Designated Operator's** contact information.

ix. The **Designated Operator** must reside, **or be based**, within ~~or have their business located within~~ 25 miles of the **STR** parcel.

x. The **Designated Operator** must be available by phone **and able to respond immediately to the property** 24 hours **a day**, seven days a week, during the period of operation designated in the Lake Geneva short-term rental **Annual License** application.

xi. Each short-term rental **Designated Operator** shall ~~provide and~~ maintain a guest register **for each Rental** and shall require **the primary** all guests to register their true names and addresses before allowing occupancy. **The guest register shall also include the Rental arrival date, Rental departure date, and consideration paid for the Rental.** The guest register shall be kept intact and available by the designated operator for inspection by representatives of the City for at least one year from the day of the conclusion of the period of operation.

xii. ~~Each short-term rental shall maintain the following written business record for each rental of short-term rental: the true names and addresses of any person renting the property, the dates of the rental period (which must be a minimum of seven consecutive days), and the monetary amount or consideration paid for the rental. The business record shall be kept intact and available by the designated operator for inspection by representatives of the City for at least one year from the day of the conclusion of the period of operation.~~

xii. Short-term rental **Annual License** and emergency contact information must be posted in a conspicuous area within the property at all times.

d. **Property-STR operational requirements.** Each **STR** shall be operated per the following requirements:

i. The "Requirements for Short-Term Rental Guests" form provided by the City of Lake Geneva to summarize City requirements for **STRs**, and the site plan for the subject property clearly depicting guest parking spaces and the rear yard, shall be posted on the inside of the front door of each throughout its period of operation.

ii. **Parking requirements:**

a. A minimum of two off-street parking spaces shall be provided on the subject property for each **STR**. If the **STR** provides three or more bedrooms, an additional on-site parking space is required for each additional bedroom over two, ~~plus one space for each employee on the largest shift, if applicable.~~

b. All guest parking for vehicles and trailers shall be within a parking space designated on the site plan, ~~on an area paved with concrete or asphalt.~~

c. ~~All guest vehicles and trailers may only park on-site. Street parking for guests is not permitted.~~

- b. No parking is permitted on gravel, lawn, or planter bed areas.

iii. **Site appearance requirements:**

- a. Aside from a changing mix of guests and their vehicles, there shall be no evidence of the property being used as an **STR** visible on the exterior of the subject property.
- b. No exterior signage related to the **STR** is permitted, other than the property address.
- c. No outdoor storage related to the **STR** land use is permitted, except for typical residential recreational equipment, seating and outdoor cooking facilities which are ~~permitted only within the rear~~ **not permitted in the front yard. The STR and property must abide by the Zoning Ordinance defined in Municipal Code section 98.**
- d. No recreational vehicle, camper, tent, or other temporary lodging arrangement shall be permitted to accommodate guests.

iv. **Neighborhood impact requirements:**

- a. **STRs, including guests, must abide by City ordinances, including those defined in Municipal Code section 46-4 regarding loud and/or unnecessary noise.**

Municipal Code section 46-4(b) Loud and/or unnecessary noise prohibited. It shall be unlawful for any person to make, continue, or cause to be made or continued any loud and/or unnecessary noise between the hours of 9:00 p.m. and 7:00 a.m. on weekdays and between the hours of 9:00 p.m. and 8:00 a.m. on weekends. [Amended 6-22-2020 by Ord. No. 20-05]

- ~~a. No outdoor activity shall occur between the hours of 9 p.m. and 7:00 a.m.~~
- ~~b. At all times, no noise, lighting, odor or other impacts from the subject property shall be detectable at the property line at levels exceeding the requirements of Article 7 of this chapter.~~
- ~~c. No vehicular traffic shall be generated by the short term rental at levels exceeding those typical for a detached single-family dwelling unit.~~

v. **STR advertising:**

- a. No outdoor advertising is allowed on the subject property.
- b. The **STR** shall not be advertised for availability in any form of media **until** the required **State of Wisconsin Tourist Rooming House and the** City of Lake Geneva ~~short term rental~~ **Annual License** have been issued.
- c. **The STR shall not advertise a maximum capacity that exceeds the license provided by the State of Wisconsin.**
- d. **All listings, websites, posts, and advertisements ("Rental Marketing") must display the Lake Geneva STR Number, except for when the advertisement includes a web link/URL and the Lake Geneva STR Number is displayed on the page presented to the user when viewing the web link/URL. For clarity, if Rental Marketing does not contain a web link/URL with the STR Number displayed on it and contains other means for a consumer to make contact about an STR or to book**

a Rental, the Lake Geneva STR Number must be displayed. Examples of these other contact methods include but are not limited to mailing address, physical address, phone number, email, messaging of any kind, and any form in which a consumer's contact information is captured.

e. All Rental Marketing must include the maximum on-site parking spaces available at the Property per this ordinance before confirming a booking of a Rental.

e. Access and inspections.

i. The City shall be authorized at all reasonable times upon reasonable notice to the owner, and with either the owner's consent or a special inspection warrant under § 66.0119, Wis. Stats., except in cases of emergency where no special inspection warrant is required, and as provided in § 66.0119(2), Wis. Stats., to enter and examine any building, structure, or premises, for the purpose of ensuring compliance with this chapter. If the owner declines to consent to an inspection without a warrant, the City may not conduct an inspection under this section without first obtaining a special inspection warrant under § 66.0119, Wis. Stats., except in cases of emergency where no special inspection warrant is required, and as provided in § 66.0119(2), Wis. Stats. The owner, agent, or occupant of any such premises who refuses to permit, or prevents or interferes with any entry into or upon the premises by any such inspector with a special inspection warrant or in cases of emergency where no inspection warrant is required and as provided in § 66.0119(2), Wis. Stats., shall be in violation of this section. It is not a violation of this section to refuse to grant voluntary consent to an inspection.

ii. The City has adopted the Knox-Box® key box system providing for the installation of miniature vaults that are placed upon the exterior buildings, gateposts, or other applicable locations. Contained within the vault are the keys that will allow access to the **STR** in emergency situations.

iii. Designated operators and owners are encouraged, but not required to install the Knox-Box® Systems on their **STRs**. Designated **O**perators and owners of **STRs** acknowledge that the City shall not be obligated for damages occurring to **STRs** in the event emergency access to an **STR** is required and there is no Knox-Box® System installed on the property.

f. Penalties and license revocation.

i. **Operating an STR without a Tourist Room House License from the State of Wisconsin and an Annual License from the City of Lake Geneva is prohibited. STRs found to be operating without the proper permits will be cited \$1,000 per day and required to pay room taxes and penalties for prior Rentals if not yet paid per Municipal Code 70.** Violations of the requirements for **STRs**, the provisions of the ~~short-term rental~~ **Annual License**, and all other **provisions** of this subsection (8)(y) are subject to separate daily fines ~~citations~~ per Section 98-936 **and this ordinance**. Citations for violations of this chapter will be issued to and will be the responsibility of the property owner.

~~ii. The annual short-term rental license may be revoked for more than two violations of the requirements specific to the short-term rental, the license, or the remainder of this chapter. Short-term rental operators found noncompliant with the terms of this subsection (8)(y) shall be considered in violation and shall be subject to all applicable penalties up to and including revocation of their short-term rental license.~~

ii. Major violations of this ordinance are subject to citations and license revocation. The following are considered major violations:

- a. Rental Marketing that does not advertise or falsely advertises information as required in this ordinance, including but not limited to maximum capacity and available on-site/off-street parking as provided with the Annual License as defined in 1(d) of this ordinance.
 - b. No Designated Operator within 25 miles. The Designated Operator must have all of the powers of the STR owner in the STR owner's absence.
 - c. Failure to display the STR License Number as defined in 1(d) of this ordinance.
 - d. Failure to pay Room Tax and to submit timely reporting. Room Tax that is more than 30 days late may constitute a violation.
 - e. Renting outside the requirements defined in 1(c) of this ordinance, including but not limited to having more than one Rental arrive in a Rental Booking Period.
- iii. Penalties for major violations of this ordinance are based on the number of violations in a rolling 12-month period as follows:
- a. 1st: \$250 citations and court costs (citations are per day of violation). For example, the owner rents a 3-night weekend beyond the permitted time, which equals three tickets for that Rental.
 - b. 2nd: \$500 citations and court costs (citations are per day of violation) and suspension of Annual License for 3 months.
 - c. 3rd: \$1,000 citations and court costs (citations are per day of violation) and suspension of Annual License for 1 year.
 - d. 4th: Permanent revocation of Annual License and future ability to get an Annual License for the STR property.
- iv. Minor violations, are those caused by renters or guests of a Rental.
- a. Examples include excessive noise, disruptive behavior, and related incidents that require law enforcement intervention.
- v. Minor violations penalty method. If renters or guests of a Rental receive five ~~five~~ **three** (per Commissioner Peg Esposito) citations from the Police Department for violations that occur at the same STR in separate Rentals within a rolling 12 months, this shall constitute a major violation of this ordinance. Each violation beyond the initial 5 minor violations within a rolling 12 months shall be cited as a major violation.
2. Resident Reporting. Residents who witness and experience major or minor STR violations are encouraged to report violations to ~~(change)the property owner, the property operator~~ (per Commissioner Peg Esposito), the City of Lake Geneva Citizen Action Request / Complaint Form, or the Police Department non-emergency line (262-248-4455) ~~(moved to the end) the property owner, the property operator~~. In addition, it may be helpful to document the violations. The reporting method is dependent on the severity of the violation. No adverse action will be taken against a resident for reporting STR violations.

Short-Term Rental (STR) Guidelines for Neighbors

STRs have become increasingly common in our community. We understand that living near a short-term rental property can raise questions and concerns. While they can bring economic benefits, it's important to maintain a peaceful and respectful environment for everyone.

This guideline aims to foster a positive co-existence with STR guests and owners, to provide helpful information and tips, and to help neighbors understand their rights and responsibilities.

Understanding Short-Term Rentals

- **What is an STR?** An STR is a dwelling unit rented out for periods of less than 29 days and sometimes for as little as a weekend.
- **Why are STRs popular?** They offer flexible lodging options for travelers and can provide supplemental income for homeowners.
- **What are the regulations?** State and local ordinances govern STRs, covering licensing, occupancy limits, parking, noise, and garbage disposal. [Wisconsin State Statute 66.1014](#), [City of Lake Geneva Ordinance 98-206](#). A major revision of the City of Lake Geneva ordinance is underway and will take effect at the end of the 2024 STR peak season.

Neighbor Responsibilities:

- **Open Communication:** If you have concerns about an STR, try addressing them directly with the property manager/owner in a respectful manner. Open communication is key. A friendly conversation can often resolve issues before they escalate.
- **Know Your Rights:** Familiarize yourself with the City of Lake Geneva's STR ordinance. This will help you understand what is and isn't permissible.
- **Reporting Concerns:** If communication with the property manager/owner is unsuccessful, or if there are ongoing issues such as excessive noise, parking violations, or disruptive behavior, report your concerns to the appropriate local authorities (police, code enforcement, etc.). [Submit a Complaint to Building & Zoning](#)
- **Document Incidents:** Record disturbances, including dates, times, and details. This documentation can be helpful when addressing ongoing issues.
- **Be Patient and Understanding:** Remember that most STR guests are respectful and considerate. Occasional disruptions are to be expected, but major problems should be addressed.

Neighbor Rights:

- **Quiet Enjoyment:** You have the right to the peaceful enjoyment of your property. Excessive noise, late-night parties, or disruptive behavior from STR guests should not be tolerated.
- **Parking:** STR guests should adhere to local parking regulations. Report any violations to the appropriate authorities or the property manager/owner. Parking on City streets is permissible.
- **Trash Disposal:** Trash from STRs should be properly contained and disposed of according to local ordinances.
- **Safety & Security:** Your safety and security are paramount. Contact law enforcement immediately if you feel threatened or observe suspicious activity at an STR.

Resources:

- **Local Government:** The City of Lake Geneva [website](#) has information on STR regulations and contact information for relevant departments.
- **Community Groups:** Some neighborhoods have formed associations to address STR concerns collectively.

Additional Information:

- **Noise Complaints:** The City of Lake Geneva has a noise ordinance. Note the time, date, and nature of the disturbance when reporting noise complaints to the authorities.
- **Parking Violations:** If STR guests are violating parking regulations, note the vehicle's make, model, and license plate number when reporting the violation.

Remember: The goal is to create a positive living environment for everyone. By understanding your rights, responsibilities, and the resources available to you, we can work together to ensure that short-term rentals operate responsibly and respectfully, and contribute positively to our community.

A Good Neighbor Guide for Short-Term Rental Guests

Welcome to our neighborhood! We're excited to have you visit and hope you enjoy your stay. To help ensure a positive experience for everyone, please be mindful of the following guidelines:

1. **Respect Quiet Hours:** Please be considerate of our neighbors and keep noise to a minimum, especially during quiet hours, typically between 9 PM and 8 AM.
2. **Parking:** Please park only in designated areas and avoid blocking driveways, crosswalks, or sidewalks.
3. **Trash & Recycling:** Properly dispose of trash and recycling in designated bins to help keep our neighborhood clean.
4. **Safety:** Familiarize yourself with safety procedures and emergency exits. Be mindful of fire hazards and avoid open flames outdoors.
5. **Occupancy:** Please adhere to the maximum occupancy limits for the property to ensure a comfortable and safe experience for all.
6. **Local Regulations:** We kindly ask that you respect local ordinances, including those about noise, parking, and occupancy.
7. **Communication:** If you have any questions or concerns during your stay, please don't hesitate to contact your host or property manager.

Thank you for your cooperation and consideration! We hope you have a wonderful time in our community.

MEMORANDUM

TO: Short Term Rental Ad Hoc Committee

FROM: City Attorney, Daniel S. Draper

DATE: September 12, 2024

RE: Proposed Ordinance

I have reviewed the proposed changes to Sec. 98-206, the Short-Term Rental Ordinance. I have made some changes that are highlighted in blue.

The changes to the ordinance that are contrary to state statute are found in 98-206 1 c. iii and iv. The state statute on Short Term Rentals states that “Subject to par. (d), a political subdivision may not enact or enforce an ordinance that prohibits the rental of a residential dwelling for 7 consecutive days or longer.” §66.1014(2)(a), *Wis. Stats.* The statute provides that the City can ban the rental of residential dwellings for less than 7 days. The proposed change to the Municipal Ordinance at subsection 1 c. iii, allows the rental of a residential dwelling for a minimum of two days. It does provide however, that the residential dwelling can only be rented to different transients every 7 days. In other words, there will only be a change over of transients once each week, instead of multiple times each week.

The other provision at subsection 1 c. iv is also contrary to the plain language of the state statute. §66.1014(2)(d) 1., *Wis. Stats.* States “If a residential dwelling is rented for periods of more than 6 but fewer than 30 consecutive days, a political subdivision may limit the total number of days with any consecutive 365-day period that the dwelling may be rented to no fewer than 180 days...” It may be argued that this provision only limits the short-term rentals within 180 consecutive days. It could also be argued that if the person wants to do short term rentals, he or she is limited to renting out his or her unit for only 180 days out of the year. That would seem to be the plain reading of that provision. There have been no cases reported addressing this statute or this language.

I would recommend leaving the maximum number of occupants to the original ordinance. This is easier to enforce than trying to do the calculations set forth in WI Statute ATCP 72.14 (2) (b).

Under 1 c. xi, I would change the language to state at the beginning to state “Each Designated Operator and **property owner** shall maintain a ...” It is the owner who is responsible for operation of the short-term rental.

Finally, I cleaned up the provisions of the penalty provisions. I made some clarifying statements, eliminated some language, and deleted the reference to the chronic nuisance ordinance.

STAFF REPORT
To: Lake Geneva Plan Commission
Meeting Date: September 16, 2024

Agenda Item <u>9</u>

Request:
Zoning Code Updates

Description:

Staff suggests using the fall and winter months to focus on zoning updates as they relate to cleanup of outdated zoning language as well as ways to use zoning to implement the Comprehensive Plan. We would suggest beginning with Cleanup/Correction items this fall and moving on to Comprehensive Plan Implementation items in the winter. Staff is looking for Plan Commission input on the list of potential code updates. Following input by the Plan Commission, Vandewalle & Associates will draft changes to the zoning code for review by the Plan Commission at a future meeting.

Any updates to the zoning ordinance will require a public hearing, recommendation by Plan Commission, and adoption by the City Council.

Potential Zoning Code Updates:

Corrections/Cleanup:

- Corrections to fence requirements
- Clarify how pervious pavers relate to Landscape Surface Ratio
- Clarify regulations for decks – setbacks, impervious/pervious
- Add minimum parking requirements for Minor Indoor Commercial Entertainment uses
- Clarify regulations for Group Developments
- Add definitions for General Development Plan (GDP) and Precise Implementation Plan (PIP); clarify how Planned Development (PD) Overlay functions in relation to base/underlying zoning district
- Clarify regulations for In-Family Suites – add as a separate land use
- Depict SEWRPC Environmental Corridors on the Zoning Map

Implement Comprehensive Plan:

- Advance sustainability goals:
 - o Add new standards for Electric Vehicle Charging
 - o Upgrade the Landscaping chapter (Article 6) to require or encourage sustainable practices such as native species and rain gardens
 - o Add bicycle parking requirements and standards
 - o Add standards for solar energy systems and clarify where they are permitted
 - o Add community gardens as a permitted land use
- Create a new Small Lot Single Family Zoning District
- Upgrade standards for exterior building materials
- Upgrade standards for site design
- Consider creating a new Institutional Zoning District to allow more flexibility for these uses

- Consider allowing upper-story residential in commercial districts (i.e., mixed-use buildings)
- Consider rules limiting garage-dominated façades, particularly for residential development

*Sonja Kruesel, AICP, and Jackie Mich, AICP
City Planning Consultant
Vandewalle & Associates*