



City of Fort Atkinson  
City Manager's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

**PLAN COMMISSION MEETING  
IN PERSON AND VIA ZOOM  
TUESDAY, SEPTEMBER 9, 2025 – 4:00 PM  
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/82214860406?pwd=TEVyUVdQM05VNFVzb0E2TUNTU0VnZlZz09>

Meeting ID: 822 1486 0406

Passcode: 53538

Dial by Location

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**AGENDA**

- 1. Call meeting to order**
- 2. Roll call**
- 3. New Business**
  - a. Review and possible action relating to the **minutes of the August 26, 2025 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
  - b. **Concept Plan:** Planned Unit Development for Premier Bank Parking Lot (PUD-2025-03) (Draeger, Director of Neighborhood and Building Services)
  - c. Review and possible action relating to a Condominium Plat for **Habitat for Humanity** located at 700 Schumacher Way (CPR-2025-2) (Draeger, Director of Neighborhood and Building Services)
  - d. Update on previous Plan Commission approved projects (Houseman)
- 4. Adjournment**

*Date Posted: September 5, 2025*

*CC: Plan Commission, City Council; City Staff; City Attorney; News Media; Fort Atkinson School District; Fort Atkinson Chamber of Commerce*

*Notice is hereby given that a majority of the Fort Atkinson City Council may be present at this meeting at the location and time indicated above to gather information about any subject matters on this agenda over which they have decision-making responsibility. This may constitute a meeting of the City Council pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553, 494 N.W.2d 408 (1993), and must be noticed as such although the City Council will not take any formal action at this meeting.*

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**PLAN COMMISSION MEETING  
IN PERSON AND VIA ZOOM  
TUESDAY, AUGUST 26, 2025 – 4:00 PM  
CITY HALL – SECOND FLOOR**

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**MINUTES**

**1. Call meeting to order**

Chairperson Manager Houseman called the meeting to order at 4:00 pm.

**2. Roll call**

Present: Commission members: Ciccarelli, Kessenich, Shull, Council Representative Schultz, Director of Public Works and City Manager. Also present: City Clerk/Treasurer/Finance Director, Director of Neighborhood and Building Services and City Attorney.  
Absent: Commissioner Hough.

**3. New Business**

*a. Review and possible action relating to the **minutes of the August 12, 2025 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*

Kessenich moved, seconded by Schultz to approve the minutes of the August 12, 2025 Plan Commission meeting. Motion carried.

*b. Review and possible action relating to a **Site Plan Review for signage** at Fort Atkinson Middle School (Draeger, Director of Neighborhood and Building Services) (SPR-2025-24)*

Director Draeger stated that the Fort Atkinson School District is proposing the installation of two new wall signs at Fort Atkinson Middle School. The first sign will be located at the primary entrance facing South 4th Street East, and the second will be installed at the gymnasium entrance along South High Street. Both signs are designed as single-faced, non-illuminated wall-mounted signs. The sign faces will feature digitally printed graphics and are intended to replace the outdated fabric banners currently displayed above these entrances, providing a more durable and professional appearance. The signs will be made of aluminum.

Kessenich moved, seconded by Ciccarelli to approve the Site Plan Review for signage at Fort Atkinson Middle School 310 S. Fourth Street. Motion carried.

*c. Review and possible action on a **Public Monument Review for the Kiwanis Field Facility Improvements** at Rock River Park (Dayton, Director Parks and Recreation) (PMR-2025-02)*

Director Dayton stated that the Parks and Recreation Department staff have been collaborating with the Fort Atkinson Kiwanis Club, the Fort Youth Tackle Football Club

(FYTF), and the Jefferson County United Soccer Club (JC United), formerly known as Fort Atkinson Youth Soccer Association (FAYSA), to develop a plan aimed at improving accessibility for players and spectators, as well as enhancing spectator seating, field lighting, and the multipurpose use of the fields. The proposed project is divided into multiple phases.

Kiwanis member John Kutz discussed Phase One that involves the installation of a permanent path that will connect the parking lot to the concessions stand and the spectator seating area, the replacement of bleachers, and the addition of new soccer goals. The proposed path will be constructed using the same specifications as other Parks and Recreation projects. It will be a 5-inch thick, 6-foot wide path connecting the parking lot to the concessions stand and spectator seating area. The path is designed to meet ADA requirements. Contingent on available funding, in Phase One is an alternate 35' x 35' patio for the concessions stand. Phase Two of the project includes the addition of new field lighting fixtures. Currently, there are 32 light fixtures on the south field and 24 on the north field. The proposed replacement will feature energy-efficient LED lights and more durable metal poles. Future phases will address the replacement of fencing, parking needs, and other site improvements.

Schultz moved, seconded by Ciccarrelli to recommend that the City Council approve the request for a Public Monument/Building Review of Phase One and Two of the Kiwanis Field Project. This includes the installation of an accessibility path, bleacher pads, new aluminum bleachers, a concrete concessions patio, and field lighting outlined in Phase Two. Motion carried.

*d. Update on previous Plan Commission approved projects (Houseman)*

#### **4. Adjournment**

Kessenich moved, seconded by Schultz to adjourn. Meeting adjourned at 4:22 pm.

Respectfully submitted,  
Michelle Ebbert  
City Clerk/Treasurer/Finance Director





## CONCEPT PLAN REPORT TO THE PLAN COMMISSION

**DATE:** September 9, 2025

**PROPERTY ADDRESS:** 23 N. Water Street and the westerly adjacent vacant lot

**PARCEL NUMBER:** 23 N. Water Street and the westerly adjacent vacant lot

**OWNER:** Premier Bank

**APPLICANT:** Premier Bank

**FILE NUMBER:** PUD-2025-03

**EXISTING ZONING:** DHMU, Downtown Historic Mixed Use

**PROPOSED ZONING:** DHMU, with Planned Unit Development Overlay

**EXISTING LAND USE:** Parking lot and vacant building

**REQUESTED USES:** Off-site parking lot

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### BACKGROUND

Section 15.10.44 of the City of Fort Atkinson Zoning Ordinance outlines the review and approval procedures for a Planned Unit Development (PUD). Before a formal submittal, applicants have the option to present a concept plan for informal review. Any discussion or conclusions at this stage are non-binding for both the applicant and the city and should be viewed as preliminary guidance for moving forward. The Plan Commission will review and provide comments on the concept plan but will not take formal action.

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### REQUEST OVERVIEW

Premier Bank owns two parcels of land located between Main Street and Edward Street, with road frontage along N. Water Street East. One of these parcels is a gravel parking lot, while the other contains a dilapidated vacant building that was previously used as an auto alignment shop.



The property owner proposes to demolish the existing building on the eastern parcel and combine the two parcels into a single lot to develop a 15-stall off-site parking lot. This new parking lot would provide additional spaces for bank staff and customers, helping meet parking needs as part of the bank's ongoing development. Currently, Premier Bank has an agreement with the adjacent Bienfang's Bar property for staff parking. However, this arrangement may not continue in the future, as the parking area is privately owned and access is not guaranteed long-term. In response, the

proposed parking lot will serve as a replacement for the current parking spaces, ensuring long-term, dedicated parking for the bank. To assess the impact, a parking evaluation was conducted for the immediate area, which concluded that the proposed lot would help reduce peak parking occupancy in surrounding public parking areas in the downtown area.

Today, the applicant is seeking Plan Commission review of the Concept Plan only, as an initial step toward a potential future Planned Unit Development (PUD). The General Development Plan (GDP) and Specific Implementation Plan (SIP) will be submitted for Plan Commission consideration at a later date, pending the outcome of this Concept Plan review.

#### **CONCEPT PLAN REVIEW:**

The existing properties are zoned Downtown Historic Mixed Use (DHMU). Although off-site parking lots are generally not permitted within the DHMU district, the Planned Unit Development (PUD) process offers flexibility in both land use and site design. Through the PUD and General Development Plan (GDP) rezoning process, the applicant may request specific deviations from the standard requirements of the DHMU district. Any proposed modifications or flexibility will be detailed in the GDP. Unless otherwise approved through the PUD process, the applicant is expected to comply with all applicable DHMU zoning standards.

The proposed off-site parking lot is situated directly across the street from Premier Bank's existing on-site parking lot. Pedestrians could use one of two nearby intersections to safely cross N. Water Street East or an additional pedestrian mid-block crossing could be added to assist in facilitating safe pedestrian movements. The concept plan includes two access points and 15 parking spaces, with stalls arranged at a 90-degree angle. The western access point looks to align with Premier Bank's existing on-site parking lot access point to the south. Additionally, the proposed off-site parking lot area is currently interconnected between several other adjacent properties. The applicant will need to secure cross-access easements between each of the neighboring properties to ensure connectivity and accessibility.

The site is located just east of Main Street within the historic downtown area. However, both the existing paved parking area and vacant structure have fallen into disrepair. The proposed development will improve the aesthetic look and overall functionality of the area by increasing the green space between the two existing sites by 674 square feet (8.4% increase from today), reconstructing the pavement, removing the dilapidated structure, and improving utility infrastructure in the area. The applicant has engaged in discussions with the City and neighboring properties regarding private storm sewer upgrades. They have also recognized that the City is in need of a replacement of an 8-inch clay sanitary sewer line, which has recently encountered issues. This line runs north to south behind and beneath the Main Street buildings on the east side of N. Main Street, extending beyond the private property boundaries.

#### **GDP FLEXIBILITIES REQUESTED:**

The applicant's proposal will need to either incorporate these standards or formally request flexibility from them during the General Development Plan (GDP) phase of the PUD process.

### **Land Use**

The applicant is requesting approval for an off-site parking lot within the Downtown Historic Mixed Use (DHMU) District. This is not a permitted land use within DHMU zoning district. However, Section 15.02.81(2)(a) allows the City to grant flexibility in both land use and off-street parking requirements through the Planned Unit Development (PUD) process.

### **Access & Driveways**

#### **Section 15.06.03(5) – Number of Access Points**

The zoning ordinance permits only one street access point per site less than 200 feet in width. The applicant's current site plan proposes two access points.

#### **Section 15.06.06(j) – Minimum Permitted Throat Length**

For lots with 6 or more parking stalls, the minimum throat length shall be 25 feet and shall not be less than the required setback. Current throat length is less than 10 feet.

### **Pavement & Setbacks**

#### **Section 15.02.35(7) – Minimum Pavement Setback**

Establishes the required minimum setback between pavement and lot lines, as applicable in specific districts. A 10-foot setback from any street right-of-way and 5-foot from side and rear property lines are required and currently not met.

### **Off-Street Parking & Traffic Circulation**

#### **Section 15.06.06(6)(a)(b) – Parking Requirements in DHMU**

In the DHMU district, the required number of off-street parking spaces is waived. However, if off-street parking is provided, it must meet all applicable design and circulation standards. Further details associated with a formal application may require flexibilities from these standards.

#### **Section 15.06.06(9)(a) – Off-Street Parking Areas Abutting a Public Street**

A minimum 10-foot landscaped green area is required along all street frontages and interior lot lines between the lot line and the paved surface of the parking area. There is currently no landscaping provided on the west and south sides of the lot.

#### **Section 15.06.06(g) – Lighting for Off-Street Parking**

Off-street parking and traffic circulation areas serving six or more vehicles must be lit to ensure safe and efficient use. Illumination levels must be between 0.4 and 1.0 foot-candles and must not exceed standards outlined in Section 15.06.20. No exterior lighting plans have been provided at this time. .

### **Landscaping**

#### Section 15.08.10 – Landscaping in DHMU and Conservancy Districts

All uses in the Downtown Historic Mixed-Use (DHMU) district are exempt from landscaping requirements for building frontage, street frontage, and yards. However, landscaping requirements for paved areas still apply. The proposed parking lot must meet the landscaping requirements.

A public hearing notice is not required for a Concept Plan, but is required for PUD and GDP (Zoning Map Amendment) review and action, which may occur at a future date.

#### **COMPREHENSIVE LAND USE PLAN (2023):**

The applicant's proposal aligns with the City's Comprehensive Plan, particularly in the areas of Utilities and Infrastructure and Economic Development. It demonstrates a strong commitment to coordinating utility upgrades with redevelopment efforts, ensuring the seamless integration of modern infrastructure while preserving the functionality of existing underground utilities.

Additionally, the proposal supports a local business and aims to revitalize vacant and underutilized properties. This investment is poised to stimulate economic activity and enhance the vibrancy of downtown. By advancing strategic public improvements, this initiative contributes to the City's goals of enhancing both the aesthetic appeal and economic vitality of the Historic Downtown area.

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#### **DISCUSSION**

The concept plan for the proposed off-site parking lot presents a number of positive attributes, aligning with several key objectives outlined in the City's Comprehensive Plan. While, at first glance, the land use may seem less ideal, a closer look reveals that the project offers significant long-term benefits that contribute to broader city-wide goals.

The proposal addresses critical infrastructure issues in the downtown area, especially with respect to the aging sanitary sewer line running beneath the Main Street buildings. The need for replacement of this sewer line has become increasingly urgent due to recent issues, and coordinating its replacement with the proposed development offers a more cost-effective and efficient solution. This presents an opportunity to address infrastructure needs while also minimizing disruption to the surrounding area.

Furthermore, the applicant's willingness to collaborate with other property owners to upgrade and extend the private storm sewer system is commendable. These improvements are necessary to ensure effective stormwater management and will benefit the broader downtown area. This level of cooperation supports the City's goals of enhancing utility infrastructure beyond the immediate site, which is a clear benefit to the community.

From a land use perspective, the demolition of the existing dilapidated and unsafe structure on the site would eliminate a public safety hazard, which is a positive outcome for the overall well-

being of the area. Additionally, the recent parking study conducted in relation to this project found that converting North Water Street East to a one-way configuration would not result in a significant increase in parking demand. This finding alleviates concerns about the impact of the parking lot on downtown parking capacity.

The property's location, not directly fronting Main Street, further minimizes the impact on the historic streetscape, while still providing essential support to downtown activity. By providing off-site parking, the development will reduce future pressure on nearby shared parking resources, enhancing the long-term parking strategy for the downtown area.

While there is room for improvement in the concept plan, particularly in further refining how the off-site parking lot could better integrate landscaping and traffic circulation, the proposal represents a step forward in meeting both immediate infrastructure needs and broader redevelopment goals for the downtown area.

City staff supports this proposal based on its potential to improve public infrastructure, remove safety hazards, and help coordinate the long-term redevelopment of the downtown area.

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#### **RECOMMENDATION**

Plan Commission takes no action at the Concept Proposal stage of the PUD process. Formal action is taken at the General Development Plan (step 2) and Site Implementation Plan (step 3). Plan Commission, through its discussion of the submittal, can provide an indication to the applicant if an opportunity for a successful PUD process exists.

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#### **ATTACHMENTS**

1. Premier Bank Documents



August 15, 2025

Jedidiah Draeger  
Director of Neighborhood and Building Services  
City of Fort Atkinson  
101 N. Main Street  
Fort Atkinson WI 53538

Re: 23 North Water St. East and the westerly adjacent lot

Dear Jed,

Enclosed with this letter is a packet of information related to a planned unit development concept plan that we have previously discussed. In this packet are documents that you received previously along with an executed Cost of Recovery Agreement, our check in the amount of \$400.00 for the application fee and a copy of the completed Certified Survey of the lots at this location. I believe from previous discussions that the lots can be joined together by simply requesting such at the county level and thus the Certified Survey may not be necessary but nonetheless am providing you with a copy for your records. It is our intention to join the lots together as one parcel at some point in time during the project process.

Please let me know if there is anything else needed to get the process started. We are looking forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Russell L. Turk".

Russell L. Turk  
Chairman/President/CEO

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**MAIN OFFICE:** 70 N. Main Street • Fort Atkinson, WI 53538 • 920-563-6616

**FORT ATKINSON • JANESVILLE • JEFFERSON • JOHNSON CREEK • SULLIVAN • WHITEWATER**

**bankwithpremier.com**



City of Fort Atkinson  
City Manager's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

**CITY OF FORT ATKINSON**  
**COST RECOVERY AGREEMENT**

The City of Fort Atkinson may retain the services of **professional consultants** (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and/or other experts) to assist in the City's review of a development proposal that may be scheduled for review and action by the Plan Commission and/or City Council. The submittal of a development proposal or land use application by an Applicant shall be construed as an **agreement to pay for such professional services** applicable to the proposal or application. The City may apply reasonable charges for these services to the Applicant through invoices. The City may delay acceptance of the proposal or application as complete, or may delay final approval of the proposal, until the Applicant pays such fees. In the event invoices become delinquent, finance charges will accrue at 1% per month, 30 days after the due date. Review fees invoiced to the Applicant, which are not paid in a timely manner, may be assigned by the City as a special assessment to the subject property. The Applicant hereby waives any notice and hearing requirements provided in Wis. Stats. § 66.0701 or any additions or amendments to this section. The City will provide notice to the applicant of the need to hire a professional consultant.

The Applicant is required to provide the City with an executed copy of this Cost Recovery Agreement as part of the land use application process. Applications are not considered complete and will not be considered by the Plan Commission without this executed Agreement.

\*Application fees are non-refundable. Fees cover the costs associated with mailing public notices, postage, copies and staff review. Applicants must agree to pay all additional expenses the City may incur on their behalf for contracted services (attorney, planner, engineer and required studies).

Applicant Name: PremierBank C/O: Russ Turk

Project Name: 23 N. Water Street E Parking Lot

Project Address: 23 N. Water St. E and adjacent lot

Parcel Number: 226-0514-0322-008 & 226-0514-0322-009

Dated this 15th day of August, 2025.

Agreement signed and entered into by:

**The City of Fort Atkinson**

\_\_\_\_\_  
City Manager

**Property Owner Information:**

**Applicant Information (if different):**

Owner Name: PremierBank

Applicant Name: \_\_\_\_\_

Owner Signature: Russell L. Turk

Applicant Signature: \_\_\_\_\_

Address: 70 N. Main Street

Address: \_\_\_\_\_

Phone Number: 920-542-1144

Phone Number: \_\_\_\_\_

Email Address: rturk@bankwithpremier.com

Email Address: \_\_\_\_\_





## **Planned Development Concept Plan - PremierBank**

*PremierBank  
Attn.: Russ Turk  
70 N. Main Street  
Fort Atkinson, WI 53038  
Phone: 920-542-1144  
Email: rturk@bankwithpremier.com*

### **Site Location:**

23 North Water St East and the westerly adjacent lot  
Fort Atkinson, WI 53538

Tax Parcel #s: 226-0514-0322-008 & 226-0514-0322-009

### **Introduction:**

Historic downtown districts are the heart of a city, reflecting its rich cultural heritage. Fort Atkinson is no exception. Our downtown serves as a vital hub for commerce and social interaction, and we take pride in being part of this thriving area. A strong and growing downtown is essential to the overall success of a community. However, limited parking can significantly hinder this growth. A recent parking survey has identified a critical shortage of spaces. To address this need, PremierBank plans to build a new parking lot near its downtown location, aiming to support the economic vitality of the area.

### **Description of Proposal:**

This proposal is not a normal PUD application in that several of the items normally provided within a concept plan for a PUD will not pertain to this project. Therefore, those items that pertain will be addressed as best we can.

PremierBank owns the above referenced parcels, one of which is a gravel parking area and the other is a metal building that has been vacant for several years (previously an auto alignment shop). The bank desires to combine the two lots into one parcel and construct a blacktop parking lot for this area. A survey has already been completed in preparation of the lot combination. In doing this, the parking lot will not only provide additional parking for Bank staff and customers but also for other area businesses as well.

As a part of this proposal and to determine the potential need for a parking facility in the area, PremierBank engaged Traffic Analysis & Design, Inc. (TADi) of Cedarburg to conduct a parking evaluation for the immediate area. As a result of the parking evaluation, TADi has concluded,

- *“The construction of a 15-space paved parking lot in place of a four-space gravel lot and building at 23 N. Water Street East is expected to reduce the future peak occupancy of parking areas immediately surrounding the Premier Bank at N. Main Street. Without this lot, and without the potential availability for bank staff to park in the Bienfang’s Bar*



*parking lot, peak occupancy in these parking areas will increase significantly with limited parking availability for banking customers. Therefore, it is recommended that a new 15-space paved parking lot be constructed to accommodate the expected future parking demand.” (italics added)*

To be aesthetically pleasing to the area, PremierBank is looking to fulfill the goal of enhancing the natural beauty of the area, while at the same time seeking to provide an economic boost to the commerce of the area. With that in mind, The Design Alliance Architects, Inc. company was hired to prepare a design rendering of the site so that the general project themes, images, general treatment of the natural features and the relationship to nearby properties and public streets are addressed in such a way to fulfill this goal. The design rendering has been included in this packet for review.

In addition, and as requested, the two lots have been surveyed, and the plan is to join the two parcels into one thus facilitating a clean and unobstructed parcel map of the area being developed. A copy of the proposed survey is included in this packet for review and acceptance.

### **Conclusion**

The construction of a new parking lot in the historic downtown district is not merely a logistical improvement but a strategic investment in the economic vitality of the area. The findings from the parking survey clearly outline the necessity for additional parking, and the potential economic benefits are substantial. By enhancing accessibility, supporting local businesses, and attracting more visitors, a new parking lot will serve as a catalyst for economic growth and sustainability in our historic downtown district. The time to act is now, to ensure that our downtown area continues to thrive and preserve its historic charm for future generations.

## Procedural Checklist for Planned Developments

The process for review and approval of the General Development Plan shall be identical to that for zoning map amendments per Section 15.10.31. The process for review and approval of the Specific Implementation Plan shall be identical to that for site plans per Section 15.10.42.

This form is designed to be used by the Applicant as a guide for submitting a complete for a Planned Development (PUD) and by the City to process the application.

Name, company, and client (if applicable): PremierBank, 70 N. Main St., Fort Atkinson, WI 53538

Contact person: Russ Turk

Phone number: 920-542-1144 Email: rturk@bankwithpremier.com

Property address for Planned Development: 23 N. Water St. E and the westerly adjacent vacant lot with tax parcel #s of 226-0514-0322-008 and 226-0514-0322-009

### I Application Packet Requirements See attached for content pertaining to this section.

The Applicant shall submit an electronic copy of the application or paper copies as may be required by the City.

- ☐ **A. Pre-Application Conference.** Prior to formal petition for zoning to a PUD district, the applicant shall confer with appropriate City staff in order to establish mutual understanding as to the basic concept proposed and to ensure proper compliance with the requirements for processing. Points of discussion and conclusions reached in this stage of the process shall in no way be binding upon the applicant or the City, but should be considered as the informal, non-binding basis for proceeding to the next step.

- ☐ **B. Concept Plan.** Upon completion of the pre-application conference, described above, the applicant may decide to prepare an optional conceptual plan for review by the Plan Commission.

The Plan Commission or City Council may waive submittal information listed below, and/or may likewise require additional information beyond that listed below. The Plan Commission shall accept the concept plan and inform the application to move on to the next step in the PUD process, General Development Plan.

The concept plan submittal shall include the following items:

- ☐ A location map of the subject property and its vicinity.
- ☐ A general written description of the proposed PUD, including:
  - ☐ General project themes and images.
  - ☐ The general mix of dwelling unit types and/or land uses.
  - ☐ Approximate residential densities and nonresidential intensities as described by dwelling units per acre, landscaping surface ratio, and/or other appropriate measures of density and intensity.
  - ☐ General treatment of natural features.
  - ☐ Relationship to nearby properties and public streets.
  - ☐ Relationship of the project to the Comprehensive Plan.
  - ☐ Description of potentially requested exceptions from the requirements of this Chapter. The purpose of this information shall be to provide the Plan Commission with information necessary to determine the relative merits of the project with respect to private versus public benefit, and to evaluate the

potential adverse impacts created by making exceptions to standard zoning district requirements.

- ☐ A conceptual drawing of the site plan layout, including the general locations of public streets and/or private drives.

☐ **C. General Development Plan (GDP):**

The GDP submittal shall include the following items:

- ☐ General location map of the subject site depicting:
  - ☐ All lands for which the Planned Unit Development is proposed and all other lands within 100 feet of the boundaries of the subject site.
  - ☐ Current zoning of the subject site and abutting properties, and the jurisdiction(s) that maintains that control.
  - ☐ A graphic scale and a north arrow.
- ☐ Generalized site plan showing the pattern or proposed land uses, including:
  - ☐ General size, shape, and arrangement of lots and specific use areas.
  - ☐ Basic street pattern and pattern of internal drives.
  - ☐ General site grading plan showing preliminary road grades.
  - ☐ Basic storm drainage pattern, including proposed on-site stormwater detention.
  - ☐ General location of recreational and open space areas, including designation of any such areas to be classified as common open space.
- ☐ Statistical data, including:
  - ☐ Minimum lot sizes in the development.
  - ☐ Approximate areas of all lots.
  - ☐ Density/intensity of various parts of the development.
  - ☐ Building coverage.
  - ☐ Landscaping surface area ratio of all land uses.
  - ☐ Expected staging.
- ☐ Conceptual landscaping plan, noting approximate locations of foundation, street, yard, and paving landscaping, and comparing the proposed landscaping plan to the standard landscaping requirements in Article VIII.
- ☐ General signage plan, including all project identification signs and concepts for public fixtures and signs (such as street light fixtures and/or poles or street sign faces and/or poles) which are proposed to vary from City standards or common practices.
- ☐ General outline of property owners' association, covenants, easements, and deed restrictions.
- ☐ A written description of the proposed Planned Unit Development, including:
  - ☐ General project themes and images.
  - ☐ The general mix of dwelling unit types and/or land uses.
  - ☐ Approximate residential densities and nonresidential intensities as described by dwelling units per acre, landscaping surface area ratio, and/or other appropriate measures of density and intensity.
  - ☐ General treatment of natural features.
  - ☐ General relationship to nearby properties and public streets.



- ☐ General relationship of the project to the Comprehensive Plan.
- ☐ Proposed exceptions from the requirements of this Chapter.
- ☐ A Traffic Impact Analysis – if deemed necessary by Zoning Administrator – that evaluates the adequacy of the existing and proposed transportation system that services the PUD and addresses all elements of the transportation system as it related to pedestrians, bicyclists, transit, vehicular traffic, and adjacent land development. WisDOT TIA requirements must be followed if a development project has direct access to the State Trunk Highway System.
- ☐ **D. Specific Implementation Plan (SIP):**

Upon completion of the GDP review process, described above, the applicant shall submit a Specific Implementation Plan to the Zoning Administrator for determination of completeness. The SIP may be placed on the Plan Commission agenda once the Zoning Administrator determines the SIP to be complete.

The Zoning Administrator, or by majority vote of the Plan Commission may waive submittal information listed below, and/or may likewise require additional information beyond that listed below. Note that the area included in a SIP may be only a portion of the area included in a previously approved GDP. The SIP submittal shall include the following items:

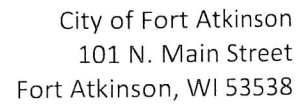
  - ☐ An existing conditions map of the subject site depicting the following:
    - ☐ All lands for which the Planned Development is proposed and all other lands within 100 feet of the boundaries of the subject site.
    - ☐ Current zoning of the subject property and all abutting properties, and the jurisdiction(s) that maintains that control.
    - ☐ Existing utilities and recorded easements.
    - ☐ All lot dimensions of the subject site.
    - ☐ A graphic scale and a north arrow.
  - ☐ A SIP map of the proposed site showing at least the following:
    - ☐ Lot layout and the arrangements of buildings.
    - ☐ Public and private roads, driveways, walkways, and parking facilities.
    - ☐ Specific treatment and location of recreational and open space areas, including designation of any such areas to be classified as common open space.
  - ☐ Proposed grading plan.
  - ☐ Specific landscaping plan for the subject site, specifying the location, species, and installation size of all plantings. The landscaping plans shall include a table summarizing all proposed species.
  - ☐ Architectural plans for any nonresidential buildings, multifamily structures, or building clusters, other than conventional single-family homes or individual lots, in sufficient detail to indicate the floor area, bulk, and visual character of such buildings.
  - ☐ Engineering plans for all water and sewer systems, stormwater systems, roads, parking areas, and walkways.
  - ☐ Signage plan for the project, including all project identification signs, concepts for public fixtures and signs (such as street light fixtures and/or poles or street sign faces and/or poles), and group development signage themes that are proposed to vary from City standards or common practices.
  - ☐ Specific written description of the proposed SIP including:
    - ☐ Specific project themes and images.
    - ☐ Specific mix of dwelling unit types and/or land uses.

- ☐ Specific residential densities and nonresidential intensities as described by dwelling units per acre, and landscaping surface area ratio and/or other appropriate measures of density and intensity.
- ☐ Specific treatment of natural features, including parkland.
- ☐ Specific relationship to nearby properties and public streets.
- ☐ Statistical data on minimum lot sizes in the development, the precise areas of all development lots and pads; density/intensity of various parts of the development; building coverage, and landscaping surface area ratio of all land uses; proposed staging; and any other plans required by the Plan Commission.
- ☐ A statement of rationale as to why PUD zoning is proposed. This statement shall list the standard zoning requirements that, in the applicant's opinion, would inhibit the development project and the opportunities for community betterment that are available through the proposed PUD project.
- ☐ A complete list of zoning standards that would not be met by the proposed SIP and the location(s) in which such exceptions would occur.
- ☐ Phasing schedule, if more than one development phase is intended.
- ☐ Agreements, bylaws, covenants, and other documents relative to the operational regulations of the development and particularly providing for the permanent preservation and maintenance of common open areas and amenities.
- ☐ A written description that demonstrates how the SIP is consistent with the approved GDP and any and all differences between the requirements of the approved GDP and the proposed SIP.

## II Criteria Used to Evaluate the Planned Development Application

See Section 15.10.44(e) for criteria used by the Zoning Administrator to evaluate the application. The Plan Commission shall make findings with respect to the following criteria:

1. The proposed Planned Unit Development project is consistent with the overall purpose and intent of the Fort Atkinson Zoning Code.
2. The proposed Planned Unit Development project is consistent with the City's Comprehensive Plan and other area plans. (It is the responsibility of the City to determine such consistency.)
3. The proposed Planned Unit Development project would maintain the desired relationships between land uses, land use densities and intensities, and land use impacts in the environs of the subject site.
4. Adequate public infrastructure is or will be available to accommodate the range of uses being proposed for the Planned Unit Development project, including but not limited to public sewer and water and public roads.
5. The proposed Planned Unit Development project will incorporate appropriate and adequate buffers and transitions between areas of difference land uses and development densities/intensities.
6. The proposed Planned Unit Development project design does not detract from areas of natural beauty surrounding the site.
7. The proposed architecture and character of the proposed Planned Unit Development project is compatible with adjacent/nearby development.
8. The proposed Planned Unit Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.



- ### III Process Checklist

- [illegible]



## **Planned Development Concept Plan - PremierBank**

*PremierBank  
Attn.: Russ Turk  
70 N. Main Street  
Fort Atkinson, WI 53038  
Phone: 920-542-1144  
Email: rturk@bankwithpremier.com*

### **Site Location:**

23 North Water St East and the westerly adjacent lot  
Fort Atkinson, WI 53538

Tax Parcel #s: 226-0514-0322-008 & 226-0514-0322-009

### **Introduction:**

Historic downtown districts are the heart of a city, reflecting its rich cultural heritage. Fort Atkinson is no exception. Our downtown serves as a vital hub for commerce and social interaction, and we take pride in being part of this thriving area. A strong and growing downtown is essential to the overall success of a community. However, limited parking can significantly hinder this growth. A recent parking survey has identified a critical shortage of spaces. To address this need, PremierBank plans to build a new parking lot near its downtown location, aiming to support the economic vitality of the area

### **Description of Proposal:**

This proposal is not a normal PUD application in that several of the items normally provided within a concept plan for a PUD will not pertain to this project. Therefore, those items that pertain will be addressed as best we can.

PremierBank owns the above referenced parcels, one of which is a gravel parking area and the other is a metal building that has been vacant for several years (previously an auto alignment shop). The bank desires to combine the two lots into one parcel and construct a blacktop parking lot for this area. A survey has already been completed in preparation of the lot combination. In doing this, the parking lot will not only provide additional parking for Bank staff and customers but also for other area businesses as well.

As a part of this proposal and to determine the potential need for a parking facility in the area, PremierBank engaged Traffic Analysis & Design, Inc. (TADi) of Cedarburg to conduct a parking evaluation for the immediate area. As a result of the parking evaluation, TADi has concluded,

- *“The construction of a 15-space paved parking lot in place of a four-space gravel lot and building at 23 N. Water Street East is expected to reduce the future peak occupancy of parking areas immediately surrounding the Premier Bank at N. Main Street. Without this lot, and without the potential availability for bank staff to park in the Bienfang’s Bar*



*parking lot, peak occupancy in these parking areas will increase significantly with limited parking availability for banking customers. Therefore, it is recommended that a new 15-space paved parking lot be constructed to accommodate the expected future parking demand." (italics added)*

To be aesthetically pleasing to the area, PremierBank is looking to fulfill the goal of enhancing the natural beauty of the area, while at the same time seeking to provide an economic boost to the commerce of the area. With that in mind, The Design Alliance Architects, Inc. company was hired to prepare a design rendering of the site so that the general project themes, images, general treatment of the natural features and the relationship to nearby properties and public streets are addressed in such a way to fulfill this goal. The design rendering has been included in this packet for review.

In addition, and as requested, the two lots have been surveyed, and the plan is to join the two parcels into one thus facilitating a clean and unobstructed parcel map of the area being developed. A copy of the proposed survey is included in this packet for review and acceptance.

### **Conclusion**

The construction of a new parking lot in the historic downtown district is not merely a logistical improvement but a strategic investment in the economic vitality of the area. The findings from the parking survey clearly outline the necessity for additional parking, and the potential economic benefits are substantial. By enhancing accessibility, supporting local businesses, and attracting more visitors, a new parking lot will serve as a catalyst for economic growth and sustainability in our historic downtown district. The time to act is now, to ensure that our downtown area continues to thrive and preserve its historic charm for future generations.



Proposed Parking Lot location





## TECHNICAL MEMORANDUM

**Date:** March 10, 2023

**To:** Russ Turk, Chairman/President/CEO  
Premier Bank

**From:** Tammi Czewski, P.E., PTOE  
Traffic Analysis & Design, Inc.

**Subject:** **Parking Evaluation for Premier Bank  
Fort Atkinson, WI**

---

Premier Bank proposes to construct a new parking lot on the north side of N. Water Street East, opposite the N. Main Street bank location in Fort Atkinson, Wisconsin. The proposed 15-space paved parking lot would replace an existing building and four-space gravel lot at 23 N. Water Street East. Under an existing agreement, Premier Bank staff currently utilizes excess parking on the adjacent Bienfang's Bar property. The proposed parking lot would replace some of this parking should the agreement not continue in the future.

This technical memorandum was prepared to evaluate the existing parking occupancy (supply & demand) surrounding the Premier Bank building compared to future occupancy without bank parking at Bienfang's Bar and with additional parking in the proposed lot. The location of the Premier Bank, proposed parking lot, and parking evaluation study area are shown on [Exhibit 1](#). A conceptual site plan for the proposed parking lot is shown on [Exhibit 2](#).

### Existing Parking Supply

TADI documented the available parking supply in the Bienfang's Bar parking lot, the Premier Bank parking lots (at both the N. Main Street location and Sherman Avenue East locations), the gravel lot north of the N. Main Street Premier Bank, and public on-street spaces along N. Water Street East, N. Main Street, and Edward Street. There is total supply of 102 parking spaces in these areas.

### Existing Parking Demand & Occupancy

TADI documented the parking demand (occupied spaces) in each parking area every hour from 10:00 a.m. to 4:00 p.m. on February 24, 2023. Based on the compiled data, the highest

combined number of occupied parking spaces occurred at 2:00 p.m. During this time, 58 of the available parking spaces were occupied with vehicles (six spaces were occupied with snow piles), resulting in an existing vehicle occupancy rate of 57%. The snow-occupied spaces were in the Premier Bank parking lot on N. Main Street (three spaces occupied) and in the Premier Bank parking lot on Sherman Avenue (three occupied spaces). To represent "typical" conditions where these spaces are available for vehicle parking, this study does not consider the snow-filled spaces as a demand value in the occupancy calculations.

The hourly parking supply and demand counts and peak occupancy rate for each parking area is shown in [Table 1](#). The parking data is also shown graphically on [Exhibit 3](#).

**Table 1. Existing Parking Supply & Demand**

| Time                     | Main Street | Premier Bank | Bienfang's Bar | Edward Street "South" | Water Street | Gravel Lot | Edward Street "North" | Premier Bank Branch | Total Parked Cars |
|--------------------------|-------------|--------------|----------------|-----------------------|--------------|------------|-----------------------|---------------------|-------------------|
| 10:00 AM                 | 1           | 10           | 12             | 7                     | 6            | 4          | 5                     | 7                   | 52                |
| 11:00 AM                 | 0           | 5            | 13             | 6                     | 6            | 4          | 9                     | 7                   | 50                |
| 12:00 PM                 | 0           | 4            | 13             | 5                     | 9            | 4          | 9                     | 5                   | 49                |
| 1:00 PM                  | 0           | 4            | 13             | 6                     | 8            | 3          | 10                    | 7                   | 51                |
| 2:00 PM                  | 0           | 10           | 14             | 6                     | 10           | 4          | 8                     | 6                   | 58                |
| 3:00 PM                  | 0           | 4            | 14             | 7                     | 10           | 4          | 8                     | 7                   | 54                |
| 4:00 PM                  | 0           | 5            | 12             | 8                     | 8            | 4          | 11                    | 7                   | 55                |
| Total Supply             | 6           | 22           | 17             | 10                    | 12           | 4          | 14                    | 17                  | 102               |
| Peak Vehicle Occupancy % | 0%          | 45%          | 82%            | 60%                   | 83%          | 100%       | 57%                   | 35%                 | 57%               |

### Future Parking Demand & Occupancy

Premier Bank reports typical staff occupancy of about 45 per day in the N. Main Street location, which at times grows up to 55 per day. Assuming that the existing parking demand counts represent a typical day for bank staff, the future demand volumes were adjusted to account for an additional 10 peak occupied spaces.

Based on field notes during the parking demand counts, at least 12 of the 14 vehicles parked at Bienfang's Bar at 2:00 p.m. appeared to be from bank staff (these vehicles were parked in the lot prior to the bar opening at 11:00 a.m., moved only at lunch, and returned for the remainder of the day). This lot may not be available for bank parking in the future. Therefore, the 17 spaces in the Bienfang's Bar parking lot were removed from the parking supply available to bank staff, and the two non-bank vehicles parked in the Bienfang's Bar parking lot at 2:00 p.m. were removed from the parking demand.

The additional bank staff and reduction in available staff parking spaces results in a future peak occupancy of 78% (66-space demand and 85-space supply). Assuming that the staff displaced from the Bienfang's Bar parking lot will park in the closest-available lots to the Premier Bank at N. Main Street, many of these parking areas will be 100% full. This leaves limited additional spaces needed to accommodate overlapping parking for customer turnover. The future estimated parking occupancy for each parking area is shown on [Exhibit 4](#).



If the existing gravel lot north of the Premier Bank were replaced with a 15-space paved parking lot, the parking supply would increase to 96 spaces, resulting in an overall future peak occupancy of 69%. Parking lots surrounding the bank can be less than “full” (parking areas are typically considered “full” at 85% occupancy) without N. Main Street Premier Bank staff or customers having to park more remotely along the northern study segment of Edward Street or within the Sherman Avenue Premier Bank parking lot. The future estimated parking occupancy for each parking area with the additional propose parking lot on N. Water Street East is shown on [Exhibit 5](#). A detailed summary of future supply, demand, and occupancy for each parking area is in [Table 2](#).

**Table 2. Future Parking Supply & Demand**

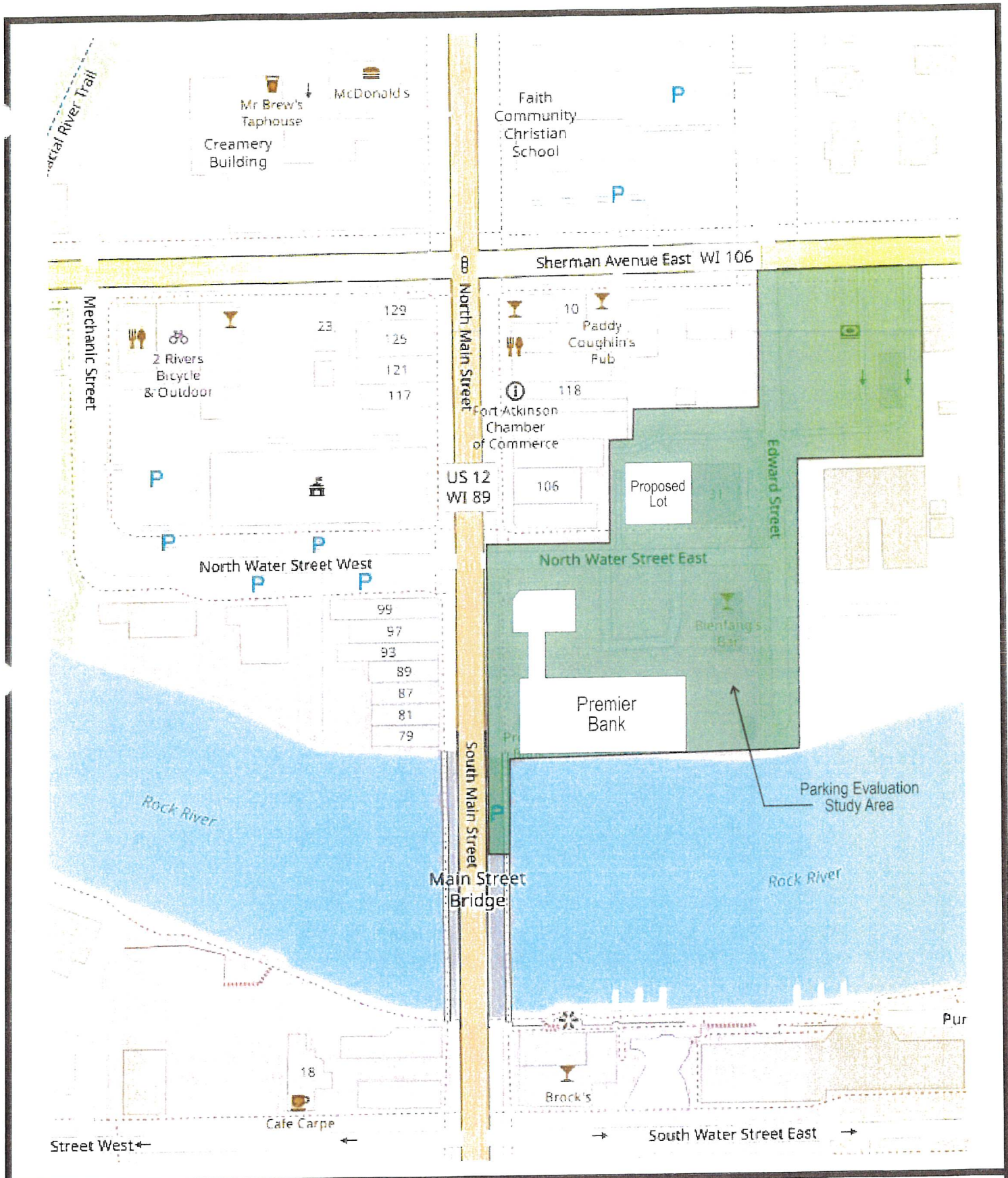
| Peak Parking<br>2:00-3:00 p.m.                                                                                        | Main<br>Street | Premier<br>Bank | Bienfang's<br>Bar | Edward<br>Street<br>"South" | Water<br>Street | Gravel<br>Lot/<br>New Lot | Edward<br>Street<br>"North" | Premier<br>Bank<br>Branch | Total<br>Parked<br>Cars |
|-----------------------------------------------------------------------------------------------------------------------|----------------|-----------------|-------------------|-----------------------------|-----------------|---------------------------|-----------------------------|---------------------------|-------------------------|
| Existing Conditions                                                                                                   |                |                 |                   |                             |                 |                           |                             |                           |                         |
| Existing Demand                                                                                                       | 0              | 10              | 14                | 6                           | 10              | 4                         | 8                           | 6                         | 58                      |
| Existing Supply                                                                                                       | 6              | 22              | 17                | 10                          | 12              | 4                         | 14                          | 17                        | 102                     |
| Existing Occupancy                                                                                                    | 0%             | 45%             | 82%               | 60%                         | 83%             | 100%                      | 57%                         | 35%                       | 57%                     |
| Future Conditions @ Bank (+10 staff) with No Parking at Bienfang's Bar (12 Parking Elsewhere)                         |                |                 |                   |                             |                 |                           |                             |                           |                         |
| Demand                                                                                                                | 6              | 22              |                   | 8                           | 12              | 4                         | 8                           | 6                         | 66                      |
| Supply                                                                                                                | 6              | 22              |                   | 10                          | 12              | 4                         | 14                          | 17                        | 85                      |
| Occupancy                                                                                                             | 100%           | 100%            |                   | 80%                         | 100%            | 100%                      | 57%                         | 35%                       | 78%                     |
| Future Conditions @ Bank (+10 staff) with No Parking at Bienfang's Bar (12 Parking Elsewhere) & New Lot on Gravel Lot |                |                 |                   |                             |                 |                           |                             |                           |                         |
| Demand                                                                                                                | 4              | 18              |                   | 8                           | 10              | 12                        | 8                           | 6                         | 66                      |
| Supply                                                                                                                | 6              | 22              |                   | 10                          | 12              | 15                        | 14                          | 17                        | 96                      |
| Occupancy                                                                                                             | 67%            | 82%             |                   | 80%                         | 83%             | 80%                       | 57%                         | 35%                       | 69%                     |

Note that an angled parking option was considered for N. Water Street East, similar to the angled on-street parking on Water Street west of Main Street, as an option to constructing the proposed 15-space paved parking lot at 23 N. Water Street East. Due to the presence of parking lot driveways and garage door driveways on both sides of the road, the net increase in spaces is expected to be minimal (1 or 2 spaces). As such, this option is not expected to significantly improve future parking occupancy in the parking areas surrounding the N. Main Street Premier Bank and was therefore not detailed in this study.

## Conclusions

The construction of a 15-space paved parking lot in place of a four-space gravel lot and building at 23 N. Water Street East is expected to reduce the future peak occupancy of parking areas immediately surrounding the Premier Bank at N. Main Street. Without this lot, and without the potential availability for bank staff to park in the Bienfang's Bar parking lot, peak occupancy in these parking areas will increase significantly with limited parking availability for banking customers. Therefore, it is recommended that a new 15-space paved parking lot be constructed to accommodate the expected future parking demand.





# EXHIBIT 1 PROJECT LOCATION MAP

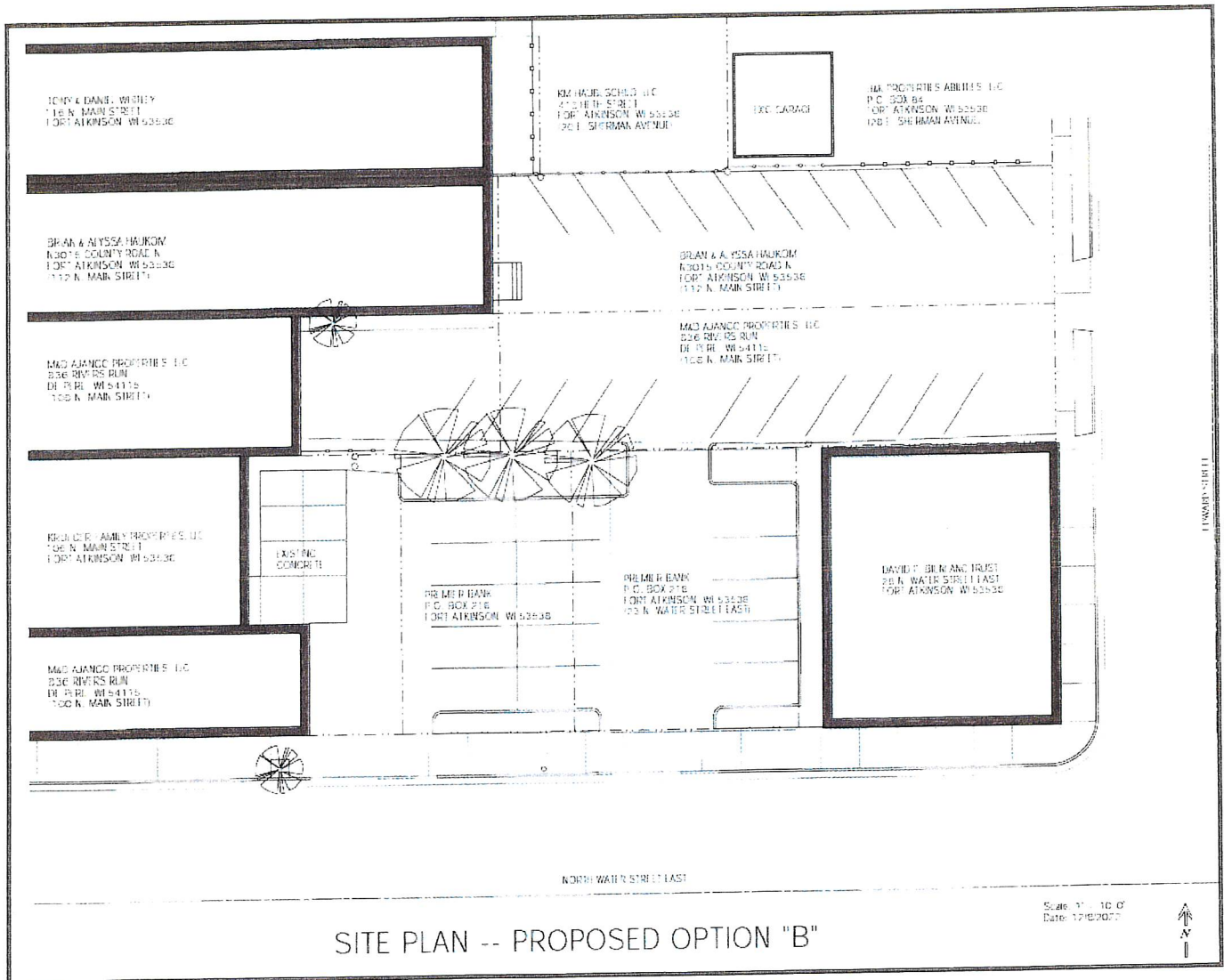


3044: 3-10-2023



NOT TO SCALE

PREMIER BANK PARKING STUDY - FORT ATKINSON, WISCONSIN



3044: 3-10-2023

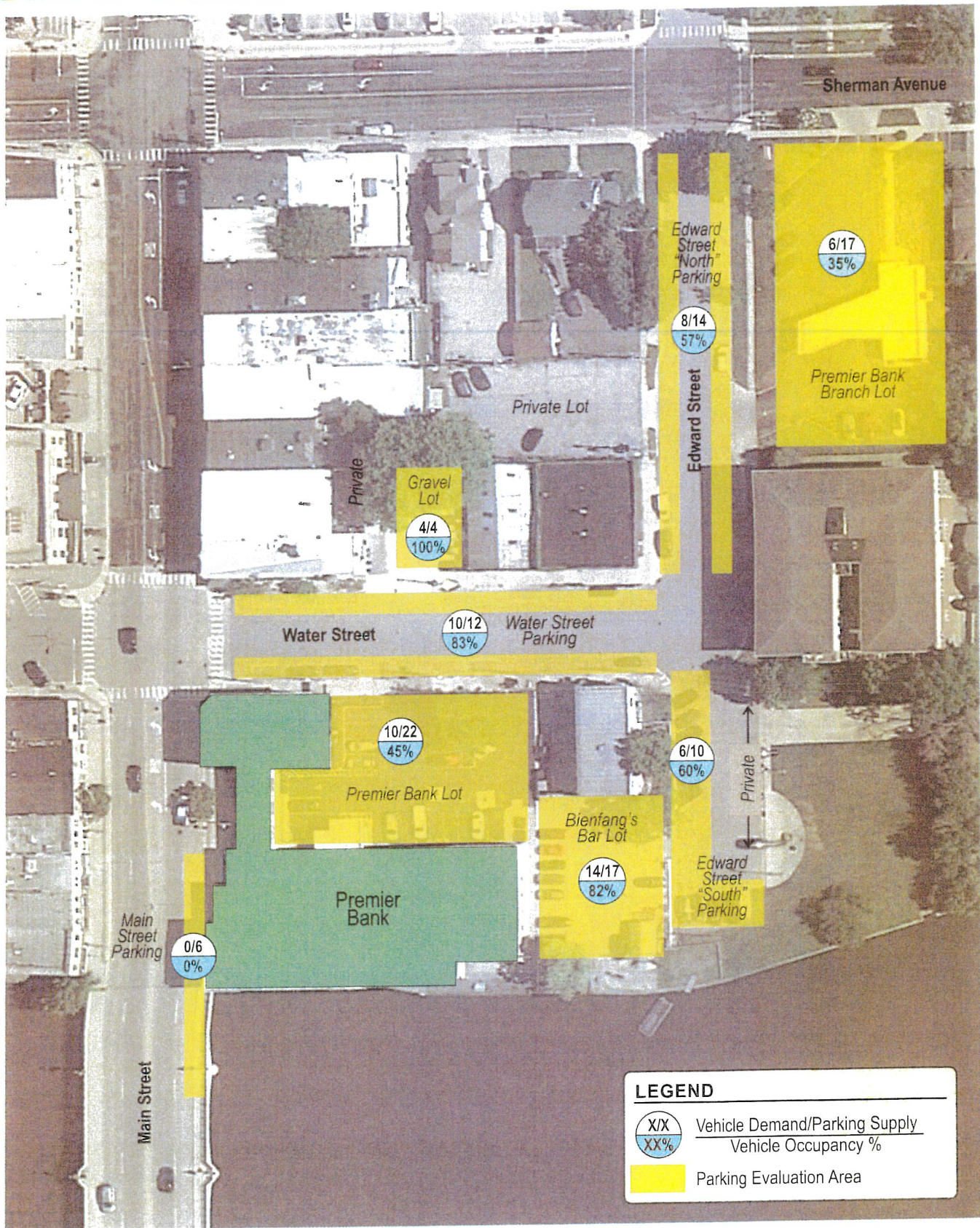


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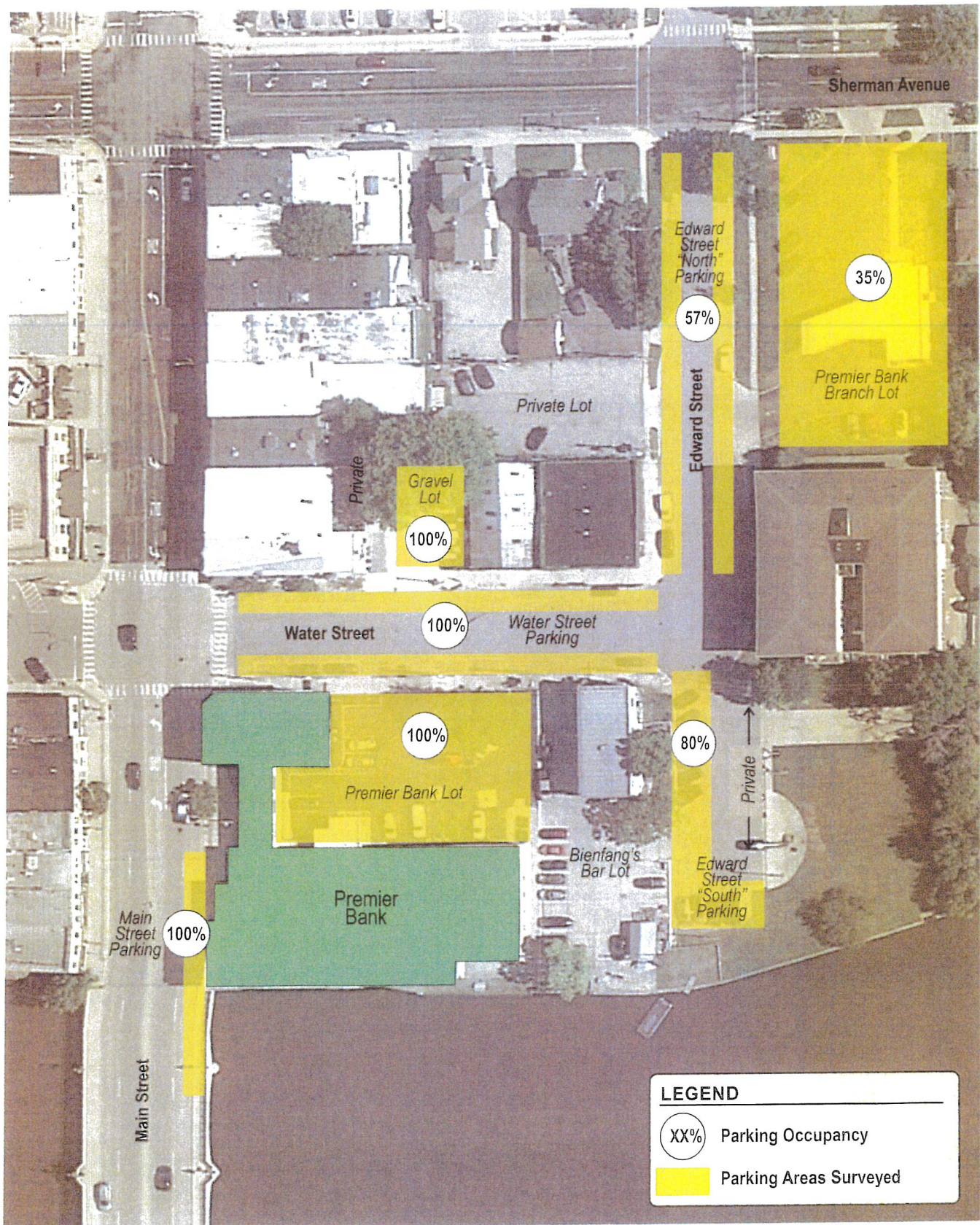
## EXHIBIT 2 PROPOSED PARKING LOT CONCEPTUAL SITE PLAN

PREMIER BANK PARKING STUDY - FORT ATKINSON, WISCONSIN

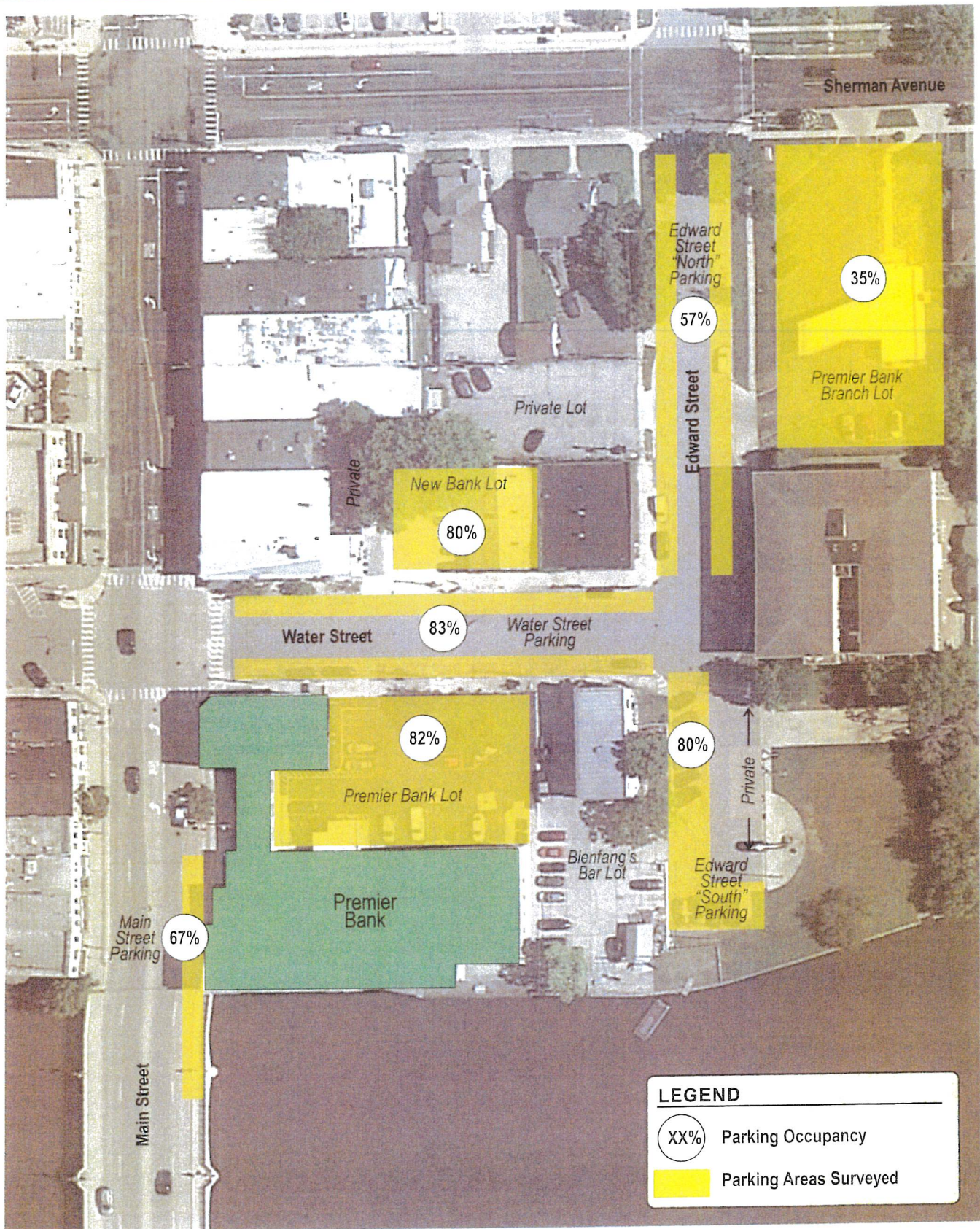














23 N. Water Street East  
Fort Atkinson, WI 53538

## PROJECT DESCRIPTION:

- HAZ EXISTING STRUCTURE EXPAND EXISTING PARKING  
SERVING PREMIERBANK (15) TOTAL PARKING SPACES

### EXISTING SITE INFORMATION

|                         |          |           |
|-------------------------|----------|-----------|
| SITE AREA               | 5062.5 F | (0.12 AC) |
| BUILDING FOOTPRINT AREA | 2412.5 F | (47.67%)  |
| PARKING AREA            | 2436.5 F | (48.13%)  |
| GREEN SPACE AREA        | 204.5 F  | (4.02%)   |

## PROPOSED SITE INFORMATION

|                         |          |                   |
|-------------------------|----------|-------------------|
| SITE AREA               | 5062.5 F | (0.12 ACRES)      |
| BUILDING FOOTPRINT AREA | 0.5 F    | (0.0002 ACRES)    |
| PARKING AREA            | 4442.5 F | (107.89% OF SITE) |
| GREEN SPACE AREA        | 618.5 F  | (12.22% OF SITE)  |

VIOLATE ALL CONDITIONS AND IMPOSITIONS OF THE JOB AND MOTIVE THE DESIGN ALLIANCE ARCHITECTS, INC. OF ANY DISCREPANCIES PRIOR TO START

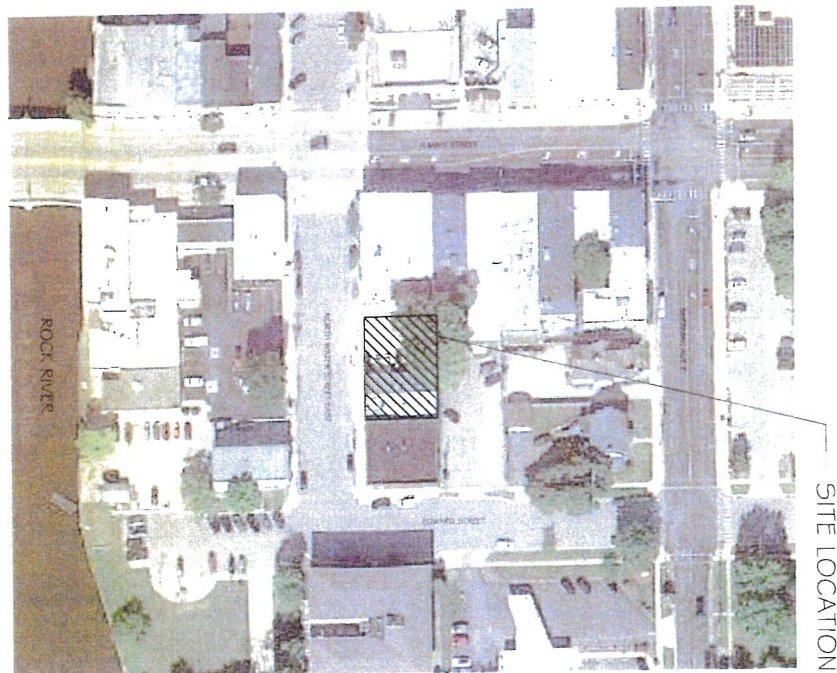
ALL DRAWINGS ARE  
1/2 SCALE SHOWN  
PRELIMINARY NOT  
FOR CONSTRUCTION



### EXISTING SITE IMAGES

[illegible]

## SOUTH PERSPECTIVE RENDERING

$$\begin{aligned} \frac{1}{2} \frac{d}{dt} \int_{\mathbb{R}^n} |u|^2 dx &= \int_{\mathbb{R}^n} u \frac{du}{dt} dx \\ &= \int_{\mathbb{R}^n} u \left( -\operatorname{div} (u \nabla u) \right) dx \\ &= - \int_{\mathbb{R}^n} \operatorname{div} (u^2 \nabla u) dx \\ &= 0. \end{aligned}$$


## SITE LOCATION

### SITE LOCATION MAP

[illegible]

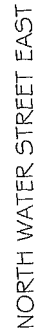
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|--------------|------------|
| DRAWING NAME |            |
| SITE INFO    |            |
| PROJECT DATA |            |
| DATE         | 2013/02/23 |
| DRAWN BY     | CLC        |
| CHECKED BY   | FW         |
| SHEET NO     |            |
| REVISIONS    |            |
| 1            | 6/29/2014  |

PREMIER BANK PARKING LOT  
23 N. Water Street East  
Fort Atkinson, WI 53538

**the Design Alliance**  
Architects, Inc.

1003 Madison Avenue  
Fort Atkinson, WI (920) 563-3404

ALL DRAWINGS ARE  
1/2 SCALE SHOWN  
PRELIMINARY NOT  
FOR CONSTRUCTION



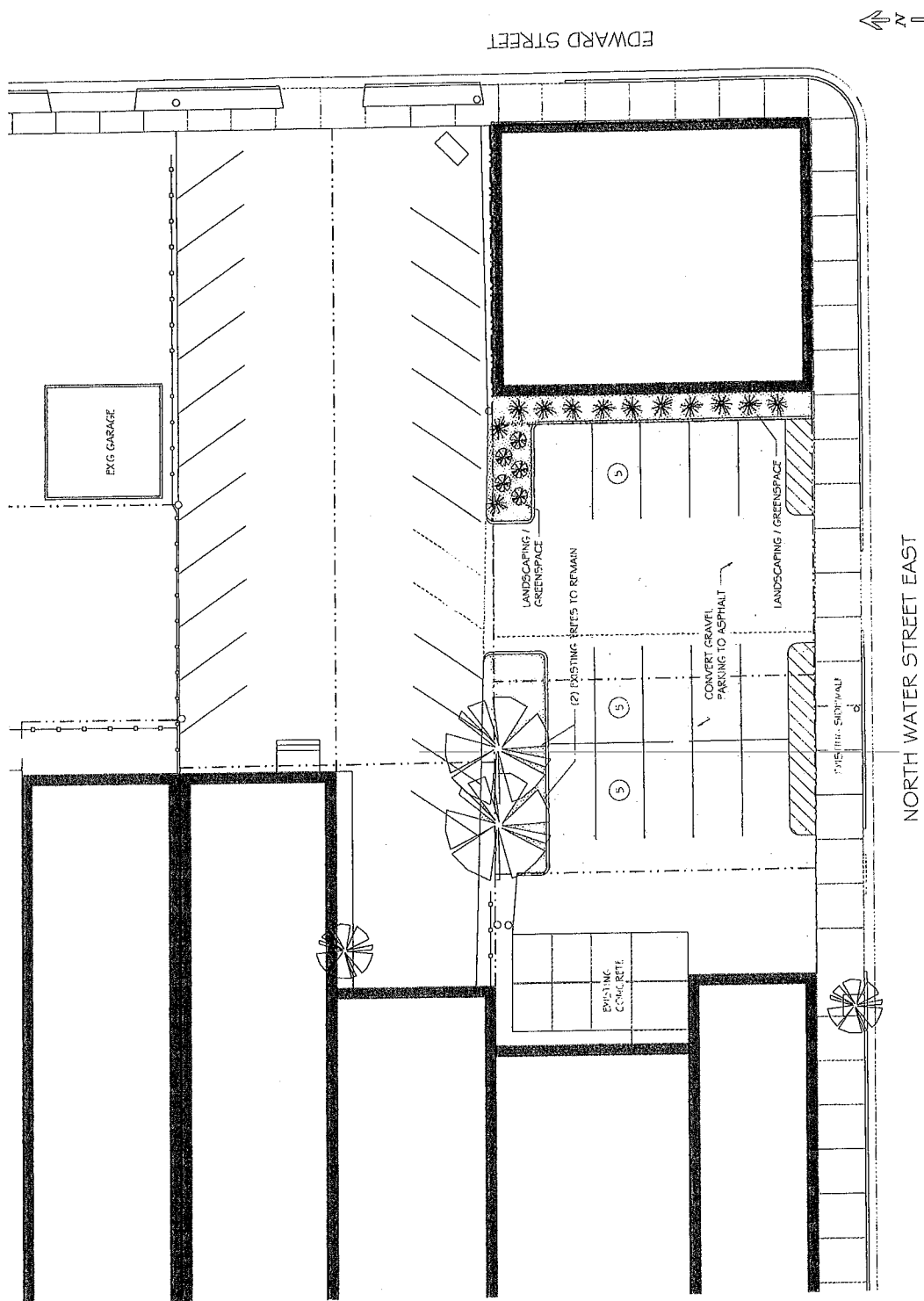
SP-2

Fort Atkinson, WI 53538

DESIGN  
Alliances  
Architects, Inc.





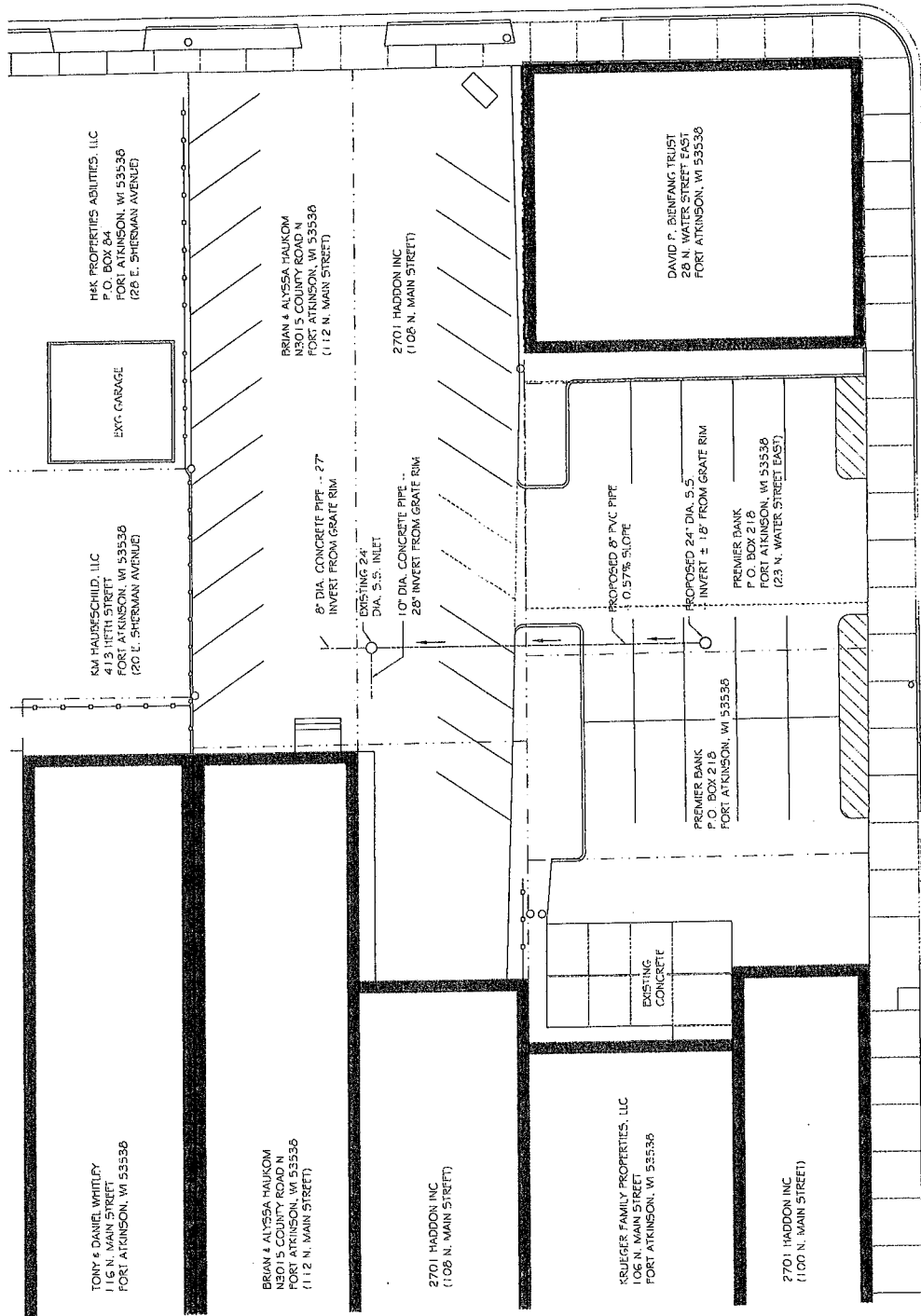


VERIFY ALL CONDITIONS AND DIMENSIONS ON THE JOB AND NOTIFY THE DESIGN ALLIANCE ARCHITECTS, INC. OF ANY DISCREPANCIES PRIOR TO START.

ALL DRAWINGS ARE  
1/2 SCALE SHOWN  
PRELIMINARY NOT  
FOR CONSTRUCTION

VERIFY ALL CONDITIONS AND DIMENSIONS ON THE JOB AND NOTIFY THE DESIGN ALLIANCE ARCHITECTS, INC. OF ANY DISCREPANCIES PRIOR TO START

ALL DRAWINGS ARE  
1/2 SCALE SHOWN  
PRELIMINARY NOT  
FOR CONSTRUCTION



NORTH WATER STREET EAST

EDWARD STREET



PROPOSED STORM SEWER  
DRAWN BY: CLC  
CHECKED BY: FW  
DATE: 5/13/2023  
SHEET NO. 5

5

**Design Alliance Architects, Inc.**  
1005 Haddon Avenue  
Fort Atkinson, WI 53538  
(920) 563-1404

**PREMIER BANK PARKING LOT**  
23 N. Water Street East  
Fort Atkinson, WI 53538

| DRAWING NAMES      |  |
|--------------------|--|
| PROPOSED SITE PLAN |  |

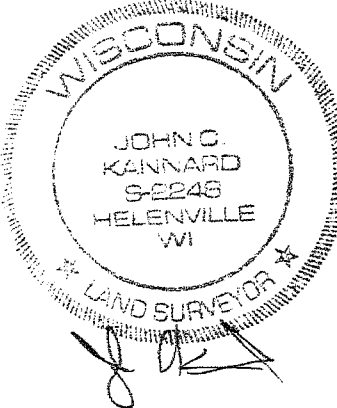
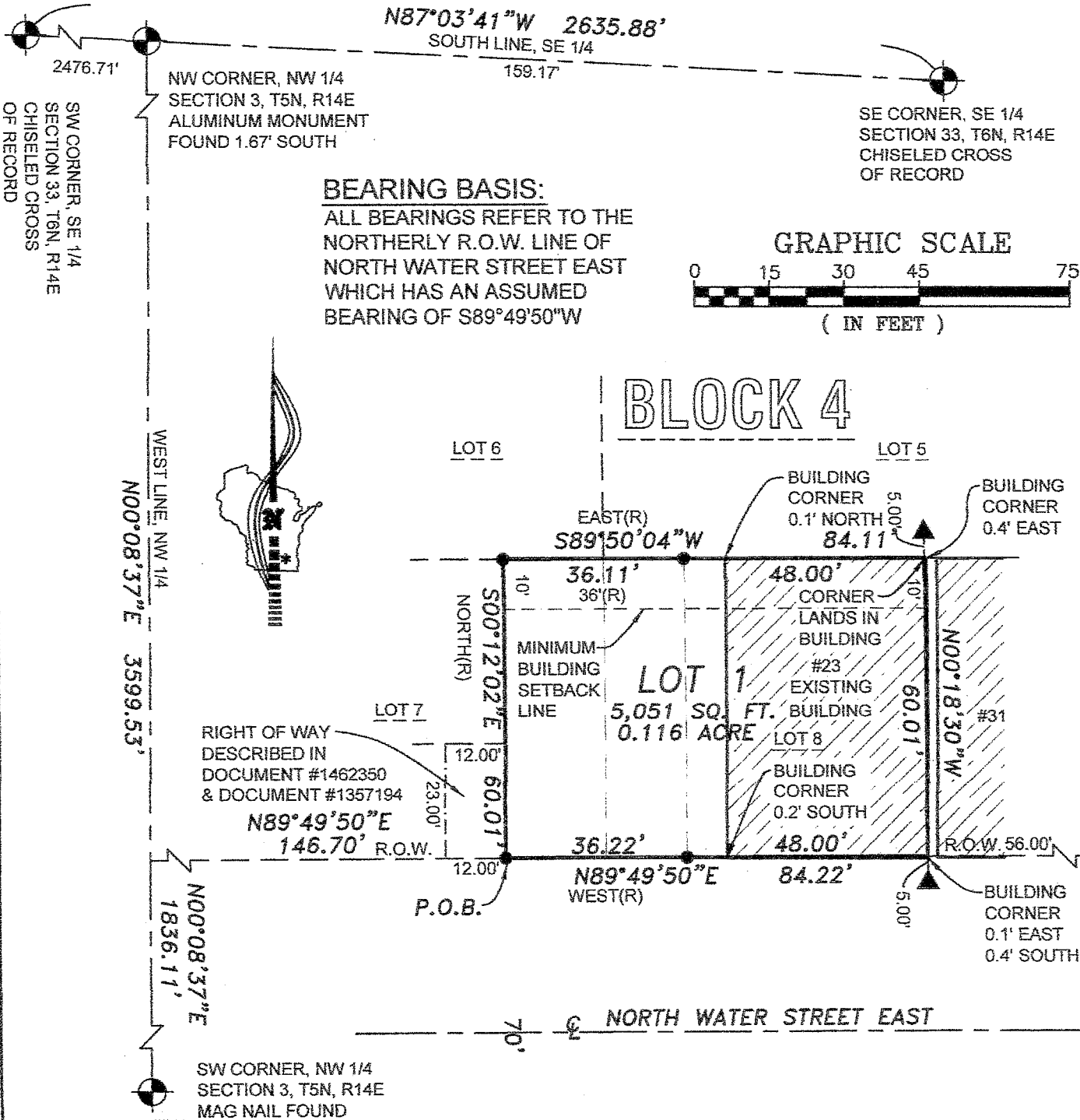
| REVISIONS |           |
|-----------|-----------|
| 1         | 6/22/2024 |

| PROJECT DATA    |      |
|-----------------|------|
| DATE: 5/13/2023 |      |
| DRAWN BY: CLC   |      |
| CHECKED BY: FW  |      |
| SHEET NO.       | SP-5 |



CERTIFIED SURVEY MAP No. \_\_\_\_\_

BEING A PART OF LOTS 7 AND 8 OF BLOCK 4 OF THE ORIGINAL  
PLAT OF FORT ATKINSON, LOCATED IN GOVERNMENT LOT 4  
OF SECTION 3, T5N, R14E, CITY OF FORT ATKINSON, JEFFERSON  
COUNTY, WISCONSIN.



**OWNER:**  
Premier Bank  
Attn: Sherry McKee  
P.O. Box 218  
Fort Atkinson, WI 53538  
920 563-6616  
smckee@bankwithpremier.com

**LEGEND**

- 3/4" IRON REBAR FOUND
- ▲ MAG NAIL FOUND
- (R) RECORDED AS
- ⊙ SECTION CORNER FOUND AS NOTED

**SOUTHWEST**  
SURVEYING & ASSOCIATES, Inc.

P.O. BOX K, PALMYRA, WI. 53156  
262-495-4910  
920-674-4884

JOB No.: P-222115A  
DATE: APRIL 11, 2023  
SHEET 1 OF 2

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A PART OF LOTS 7 AND 8 OF BLOCK 4 OF THE ORIGINAL PLAT OF FORT ATKINSON,  
LOCATED IN GOVERNMENT LOT 4 OF SECTION 3, T5N, R14E, CITY OF FORT ATKINSON,  
JEFFERSON COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

I, John C. Kannard, Professional Land Surveyor No. 2248, hereby certify:

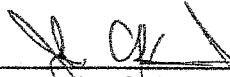
That I have surveyed, divided, mapped this Certified Survey Map being a part of Lots 7 and 8 of Block 4 of the Original Plat of Fort Atkinson, located in Government Lot 4 of Section 3, T5N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin, bounded and described as follows:

Commencing at the Mag Nail Monument that marks the Southwest corner of the NW 1/4 of said Section 3; Thence N00°08'37"E, along the West line of said NW 1/4, a distance of 1836.11 feet; Thence N89°49'50"E, along the Northerly Right of Way (R.O.W.) line of North Water Street East and said line extended, a distance of 146.70 feet, to a Found 3/4" Iron Rebar that marks the POINT OF BEGINNING of the lands to be described; Thence continue N89°49'50"E, along said Northerly R.O.W. line, a distance of 84.22 feet; Thence N00°18'30"W, a distance of 60.01 feet, to the Northerly line of Lot 8; Thence S89°50'04"W, along the North line of Lots 7 and 8, a distance of 84.11 feet, to a Found 3/4" Iron Rebar; Thence S00°12'02"E, a distance of 60.01 feet, to the POINT OF BEGINNING, containing 5,051 square feet or 0.116 acre of land, more or less.

Subject to all rights, reservations, restrictive covenants and easements of record.

I further certify that I have made this survey and map under the direction of Premier Bank, owner of said lands, and that this Certified Survey Map is a correct representation of the boundary surveyed and described and that I have complied fully with the provisions of Chapter 236.34 of the State of Wisconsin Statutes, and the subdivision regulations of the City of Fort Atkinson in surveying and mapping same.

Certified this 11th day of April, 2023

  
\_\_\_\_\_  
John C. Kannard, P.L.S. 2248



**CITY OF FORT ATKINSON APPROVAL:**

This Certified Survey Map is hereby approved by the City of Fort Atkinson.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Michelle Ebbert, City Clerk



## Condominium Plat Review REPORT TO THE PLAN COMMISSION

**DATE:** September 9, 2025  
**PROPERTY ADDRESS:** 700 Schumacher Way  
**PARCEL NUMBER:** 226-0614-3434-024  
**OWNER:** Habitat for Humanity  
**APPLICANT:** Melissa Songco, Habitat for Humanity

**FILE NUMBER:** CPR-2025-01  
**EXISTING ZONING:** DR-8, Duplex Residential  
**PROPOSED ZONING:** DR-8, Duplex Residential  
**EXISTING LAND USE:** Under Construction  
**REQUESTED USES:** Twin Home

---

### BACKGROUND

Section 70.05.07 of the City of Fort Atkinson Land Division and Development Ordinance outlines the requirements for Condominium Submittal, Transmittal, and Review. This requires review and approval by the Plan Commission and City Council for conformance with state statutes and all design standards, improvements, and other requirements for Subdivision Plats and CSMs (as applicable).

---

### REQUEST OVERVIEW

The proposed project involves splitting an existing parcel to create a condominium, allowing each unit in the structure to be separately owned while the balance of the site remains commonly owned. The property is zoned DR-8, which permits two-family land uses.

This parcel was originally created and rezoned in 2023, when Fort Healthcare developed the new subdivision and road (Schumacher Way). The site is surrounded by single-family homes to the east, west, and south, with a medical clinic to the north.

A two-unit residential building is already under construction on the property, featuring a detached garage and a shared driveway that will serve both homes. The applicant is pursuing a Condominium Plat to make individual ownership possible for each unit. With the City continuing to experience a strong demand for additional housing, projects like this help expand available options. This work complements other recent efforts in the area, such as Habitat for Humanity's expansion into Jefferson County, that are contributing to meeting the community's housing needs. Site Plan review is not required for two-family development.





The proposed Condominium Plat is planned to create a condominium with separate building ownership and shared common site elements. The Land Division and Development Code requires that it be reviewed by the Plan Commission for consistency with all other ordinances, laws, rules, regulations, and plans. The Zoning Ordinance has minimum and maximum density, intensity, and bulk regulations for all properties in the City. As further described below, the proposed project must meet the minimum standards for the DR-8 zoning district.

The existing parcel boundaries on the periphery of the lot are not proposed to change with the Condominium Plat and meet all required minimum lot standards. Thus, those elements are not subject to review with this application.

Additionally, each of the Condominium Plat's proposed interior lot configurations are not subject to the minimum requirements of the Zoning Ordinance as they only create a form of separate ownership.

The proposed structures on the site must meet the minimum setback standards of the DR-8 zoning district to accommodate the proposed project. If the proposed Condominium Plat is approved, the minimum lot dimensions will be met, as shown below:

| Bulk Regulations                 | DR-8 Standard | Proposed New Parcel |
|----------------------------------|---------------|---------------------|
| Minimum Front Setback            | 25 feet       | 25 feet             |
| Minimum Street Setback           | 15 feet       | 22 feet             |
| Minimum Side Setback             | 8 or 0 feet   | 42 feet             |
| Minimum Rear Setback             | 25 feet       | 47 feet             |
| Maximum Impervious Surface Ratio | 70%           | 40%                 |
| Maximum Building Coverage        | 35%           | 18%                 |

|                                                     |                                                 |                                                   |
|-----------------------------------------------------|-------------------------------------------------|---------------------------------------------------|
| Minimum Pavement Setback                            | Side: 5 feet<br>Rear: 5 feet<br>Street: 10 feet | Side: 8 feet<br>Rear: >5 feet<br>Street: >10 feet |
| Accessory Building Minimum Front and Street Setback | Even with or behind the Principal Structure     | Met                                               |
| Accessory Building Minimum Side Setback             | 3 feet                                          | 8 feet                                            |
| Accessory Structure Rear Setback                    | 3 feet                                          | 25 feet                                           |

No public notice is required for a Condominium Plat review and action.

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## DISCUSSION

The subject property is located within the Healthcare Center Planning Area (see attachments) and is identified as Medical Campus on the graphic. The opportunities indicated on the plan include healthcare expansion balanced with neighborhood preservation and senior housing development.

The subject property is also shown as Planned Neighborhood on the Future Land Use Map. This designation includes a mix of residential housing types, parks, open spaces, community facilities, and small-scale neighborhood-serving commercial uses.

To note, the Comprehensive Plan Future Land Use Map was amended in this area in 2023 to reflect the new subdivision, but that change was not applied to the planning area graphic. That is the disconnect between the two portions of the plan. Staff believe the proposal is in concert with the Comprehensive Plan.

## HEALTHCARE CENTER PLANNING AREA

FIGURE: 2.15

CITY OF FORT ATKINSON  
FUTURES OPEN HOUSE



The City's Management Team has reviewed the application, and all comments have been included in this document.

The proposed Condominium Plat aims to create an opportunity for a unique form of homeownership in Fort Atkinson that is infrequently utilized. There are a wide range of community goals and adopted plans that indicate the City's support for diversifying its housing stock and providing new ownership opportunities. The proposed project helps accomplish those goals.

Overall, the proposed Condominium Plat is in alignment with adopted City plans and ordinances.

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### RECOMMENDATION

City staff recommends approval of the Condominium Plat, subject to the following conditions:



- Any other recommendations of City staff and the Plan Commission.

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**ATTACHMENTS**

1. Signed Certified Map Survey Application
2. 35347 - HFH Ft Atkinson Condo\_revised
3. Complete Bylaws Fort Atkinson
4. Notarized Declaration Fort Atkinson Schumacher Way



City of Fort Atkinson  
City Manager's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

## City of Fort Atkinson Certified Survey Map Application

This form is designed to be used by the Applicant as a guide to submitting a complete application for review of a Certified Survey Map by the City to process the application.

APPLICANT Name, company, and client (if applicable): Melissa Songco

Phone number: 262-309-6025 Email: melissa@habitatwaukesha.org

OWNER Name, company, and client (if applicable): Habitat for Humanity of Waukesha County

Phone number: 262-309-6025 Email: melissa@habitatwaukesha.org

Postal address for proposed CSM: 700 Schumaker Way, Fort Atkinson, WI 53538

Parcel Identification Numbers Involved: 226-0614-3434-024

Brief description of proposed division or combination and purpose: \_\_\_\_\_

Condominium of two (2) units for the purpose of providing affordable housing for two (2) families.

### I Application Packet Requirements

The Applicant shall submit one electronic copy of the application.

- ☒ A map of the subject property to scale depicting:
  - ☒ All lands and boundaries for the parcel(s)
  - ☒ Current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control.
  - ☒ All lot dimensions of the subject property.
  - ☒ A graphic scale and a north arrow.
- ☒ Legal Description
- ☒ All easements, setbacks or land restrictions on the parcel(s)



City of Fort Atkinson  
City Manager's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

## II Process Checklist

- |                                                                                                                              |             |
|------------------------------------------------------------------------------------------------------------------------------|-------------|
| <input type="checkbox"/> Application fee of \$100 plus \$10 per additional lot received by City Treasurer<br>(Maximum \$500) | Date: _____ |
| <input type="checkbox"/> Receipt of complete application packet by Zoning Administrator                                      | Date: _____ |
| <input type="checkbox"/> City Staff Review                                                                                   | Date: _____ |
| <input type="checkbox"/> Plan Commission Public Hearing, review and recommendation                                           | Date: _____ |
| <input type="checkbox"/> City Council review and action                                                                      | Date: _____ |

Dated this 9 day of July, 20 25

Respectfully submitted,

  
\_\_\_\_\_  
(Signature of Applicant)



SCHUMACHER CONDOMINIUM  
JEFFERSON COUNTY, WISCONSIN

LOT 1 OF FORT HEALTHCARE ADDITION, BEING PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 14 EAST, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

NOTE: THE ABOVE DESCRIPTION IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED OR UNRECORDED.

LEGEND

- Iron Rebar Set  
3/4" x 24"(1.5 Lbs./Ft.)
- ⦿ 3/4" Iron Rebar Found
- (XXX.XX) Record Information

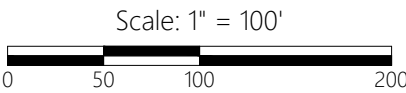
NOTES:

BUILDING DIMENSIONS SHOWN HEREON ARE APPROXIMATE FROM THE PROPOSED BUILDING PLANS PROVIDED AS OF THE DATE OF THIS PLAT AND NOT YET CONSTRUCTED AS OF THE DATE OF THIS PLAT.

THE PHYSICAL BOUNDARIES OF ANY UNIT CONSTRUCTED OR RE-CONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES.

ALL OTHER AREAS NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENT.

SURVEYED PROPERTY SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS RECORDED AND UNRECORDED.



DISTANCE UNITS BASED ON THE UNITED STATES SURVEY FOOT

BEARINGS BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, JEFFERSON ZONE. THE SOUTH LINE OF SCHUMACHER WAY BEARING S 88°18'26" E

Approved by the City Council of the City of Fort Atkinson this \_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Michelle Ebbbert, City Clerk

State of Wisconsin }  
County of Walworth } ss I, Kristin J. Belongia, a Professional Land Surveyor, do hereby certify that this Condominium Plat is a correct representation of the condominium described (taken from plans furnished to me and actual field measurements) and the identification and location of each unit and the common elements can be determined from the plat.

Given under my hand and seal this 4th day of August, 2025  
Last day of field work January 2nd, 2025



**Batterman**  
engineers surveyors planners  
BELOIT | ELKHORN | JANESVILLE  
2857 S. Bartells Dr., Beloit, WI 53511  
608.365.4464 | www.rhbatterman.com

FOR THE EXCLUSIVE USE OF:

Habitat for Humanity of Waukesha County, Inc.  
2020 Springdale Road  
Waukesha, WI 53186

ORDER NO: 35347

FIELD CREW: BMR DRAWN BY: JRT

DATE: 6/11/2025

SHEET NO.

1 OF 1

File Name: J:\35347 - 35399\35347 - Habitat for Humanity - Fort Atkinson\SURVEY\RHB DRAWING FILES

**BYLAWS OF  
SCHUMACHER CONDOMINIUM OWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND ADDRESS**

**1.01. Name; Purpose.** The name of the corporation shall be Schumacher Condominium Owners Association, Inc. (the "Association"). The Association is incorporated as a nonstock corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

**1.02. Address.** The principal office of the Association shall be located at 700 and 702 Schumacher Way. These addresses shall also be the mailing address of the Association.

**1.03. Binding Effect.** These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

**1.04. Capitalized Terms.** Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for [insert name here] Condominiums executed by Habitat for Humanity of Waukesha County, Inc. (the "Declarant") and recorded in the office of the Jefferson County Register of Deeds (the "Declaration").

**ARTICLE II**

**MEMBERSHIP**

**2.01. Membership.** The membership of the Association shall at all times consist exclusively of the Declarant and all of the Unit Owners of the Condominium. A representative of Declarant, elected or designated by Declarant's Board of Directors, shall be deemed to be a Unit Owner for purposes of these Bylaws. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

**2.02. Commencement and Termination.** Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

**2.03. Withdrawal or Expulsion.** No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.

**2.04. Membership Certificates.** Membership certificates shall not be issued.

**2.05. Membership List.** The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

**2.06. Transfer of Membership.** Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

**2.07. Effect of Condominium Lien.** No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

**2.08. Quorum.** Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

**2.09. Vote Required to Transact Business.** When a quorum is present in person or



represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

**2.10. Proxies.** All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

**2.11. Voting Designations of Multiple Unit Owners.** If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all of the votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association prior to the casting of such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

**2.12. Effect of Condominium Lien.** No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

## **ARTICLE III**

### **MEETINGS OF MEMBERS**

**3.01. Place.** All meetings of the Unit Owners shall be held at a place in Jefferson County,

Wisconsin, that shall be stated in the notice of the meeting.

**3.02. Annual Meetings.** The first annual meeting of the Unit Owners shall be held on the second Monday of the first July after the Declarant has ceased to control the Association as provided in Section 7.02 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on the second Monday of December of each succeeding year.

**3.03. Special Meetings.** Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least fifty percent (50%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

**3.04. Notice of Meetings.** No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

**3.05. Adjourned Meetings.** If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

**3.06. Duties of Officers at Meetings.** The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

**3.07. Order of Business.** The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order.
- (b) Calling the roll of Unit Owners and certifying the proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.

- (e) Reports of officers.
- (f) Reports of committees (if appropriate).
- (g) Election of directors (if appropriate).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

**3.08. Action Without a Meeting by Written Consent.** Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

**3.09. Action Without a Meeting by Written Ballot.** Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

## **ARTICLE IV**

### **BOARD OF DIRECTORS**



**4.01. Number and Membership in Association.** The affairs of the Association shall be managed initially by a board of directors (the "Board of Directors") composed of three directors selected by the Declarant. Directors must either be representatives of Declarant or Unit Owners. During the period of Declarant Control as provided in Section 7.03 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement. In the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement.

**4.02. Term of Office.** The initial Board of Directors shall serve until the Declarant has conveyed one or more of the Units. Thereafter, all Directors shall be elected pursuant to Article 7.03 of the Declaration. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

**4.03. Election of Directors.** One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

**4.04. Vacancy and Replacement.** If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

**4.05. Removal.** Prior to the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

**4.06. Compensation.** No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

## ARTICLE V

### MEETINGS OF THE BOARD OF DIRECTORS

**5.01. Regular Meetings.** Until the expiration of Declarant Control as described in Section 7.03 of the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of December at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

**5.02. Special Meetings.** Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

**5.03. Notice of Special Meetings.** No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

**5.04. Quorum.** A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

**5.05. Order of Business.** The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

**5.06. Action Without a Meeting by Written Consent.** Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

## **ARTICLE VI**

### **POWERS AND DUTIES OF BOARD OF DIRECTORS**

**6.01. Powers and Duties.** All of the powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse



funds in payment of the Association's expenses;

(c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;

(d) Grant easements, licenses, and rights-of-way through or over the Common Elements;

(e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

(f) Sue on behalf of all Unit Owners;

(g) Make contracts and incur liabilities;

(h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;

(i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (I) rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners

against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

**6.02. Manager.** The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

**7.01. Officers.** The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided, however, that during the period of Declarant control as provided in Section 7.02 of the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

**7.02. Election of Officers.** The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

**7.03. Term.** Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

**7.04. Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

**7.05. Resignation and Removal.** Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

**7.06. Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

**7.07. Duties.** Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) Vice President. The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

**7.08. Compensation.** No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

**7.09. Fidelity Bonds.** The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

## ARTICLE VIII

### ARCHITECTURAL REVIEW COMMITTEE

**8.01. Creation.** There shall be a committee of both Unit Owners that shall be called the "Architectural Review Committee." During the period of Declarant control as provided in Section 7.02 of the Declaration, any person appointed by the Declarant to the Architectural Review Committee shall be deemed to be a "Unit Owner" for purposes of this requirement only. If a Unit is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The Architectural Review Committee shall have all powers, duties, and obligations as may be provided to it in the Declaration, Articles, Bylaws, or any Rules and Regulations of the Association, and as may be delegated to it by the Board of Directors pursuant to its authority under Article VI.

**8.02. Membership and Term of Office.** Declarant shall appoint both initial members to



serve on the Architectural Review Committee. Such Architectural Review Committee shall take office upon the conveyance by Declarant of the first Unit and shall serve until the Declarant has conveyed more than fifty percent (50%) of the Units to purchasers. Upon the conveyance of more than fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect both members to serve on the Architectural Review Committee. Thereafter, each member of the Architectural Review Committee shall take office at the annual meeting of Unit Owners and shall serve for a term of one (1) year or until his or her successor shall be elected.

**8.03. Election of Members.** One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as members of the Architectural Review Committee. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any Architectural Review Committee member may nominate a person to serve as a member. If the number of nominees equals the number of Architectural Review Committee members to be elected, the nominees shall automatically become the new Architectural Review Committee members to take office at the annual meeting. If the number of nominees is fewer than the number of Architectural Review Committee members to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of Architectural Review Committee members to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as members of the Architectural Review Committee and shall take office at the annual meeting.

**8.04. Vacancy and Replacement.** If the office of any Architectural Review Committee member becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining Architectural Review Committee members at a special meeting of the Architectural Review Committee held for that purpose promptly after the occurrence of such vacancy, even though the Architectural Review Committee members present may constitute less than a quorum, and each person so elected shall be a member of the Architectural Review Committee for the remainder of the term of the member who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, so long as Declarant has the right to appoint any member as described in Section 8.02, only the Declarant shall have the right to replace any Architectural Review Committee member appointed by Declarant.

**8.05. Removal.** So long as Declarant has the right to appoint any member as described in Section 8.02, only the Declarant shall have the right to remove a member appointed by Declarant from the Architectural Review Committee. Thereafter, any member may be removed from the

Architectural Review Committee, with or without cause, by a majority vote of the Unit Owners.

**8.06. Quorum; Decisions of the Architectural Review Committee.** Each member of the Architectural Review Committee shall have one (1) vote in all matters before the committee. A presence of a majority of the members of the Architectural Review Committee present in person or represented by proxy shall constitute a quorum for the transaction of business by such committee. If there is not a quorum present at any committee meeting, the members of the committee present shall have the authority to adjourn the meeting as provided in Section 3.05. When there is a quorum at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles, Bylaws, or Rules and Regulations of the Association, or by express direction of the Board of Directors, in which case such express provision or direction shall apply. Unless otherwise expressly provided in the Declaration, Articles, or Bylaws, the Board of Directors shall have no authority to reverse, modify, override, or abandon any decision of the Architectural Review Committee.

**8.07. Notice of Committee Meetings; Quorum.** No special meeting of the Architectural Review Committee may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary of the Association or any member of the Architectural Review Committee to each member of such committee. Such notice shall specify the place, day, hour, and purpose of the meeting. Attendance by any committee member at any meeting of such committee shall be deemed a waiver of such notice.

**8.08. Action Without a Meeting.** Any action required or permitted to be taken by the Architectural Review Committee or the vote of the members of such committee may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all members of the committee that would have been entitled to vote upon the action at such meeting.

**8.09. Compensation.** No member of the Architectural Review Committee shall receive any compensation for his or her services as a member of the Architectural Review Committee.

## **ARTICLE IX**

### **BOOKS AND RECORDS**

**9.01. Inspection.** The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE X

### BUDGET, ASSESSMENT, AND ANNUAL REPORT

**10.01. Fiscal Year.** The fiscal year of the Association shall begin on the first day of July and end on the last day of June.

**10.02. Budget.** Throughout the period of Declarant control as described in Section 7.02 of the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors prior to the first sale of a Unit by the Declarant. After the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, the Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

1. The reserve funds then in the reserve account;
2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;
3. The estimated remaining useful life of the Common Elements; and
4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

**10.03. Levying and Payment of General Assessments.** Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under Section 5.01 of the Declaration. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the

case may be.

**10.04. Special Assessments.** Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

**10.05. Association Remedies upon Nonpayment of Assessments.** Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

**10.06. Annual Report.** Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list prior to the third Thursday in February.

**10.07. Statutory Reserve Account.** All funds collected to fund a statutory reserve account as described in section 10.02, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance or for such other purposes as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

## **ARTICLE XI**

### **USE**

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

## **ARTICLE XII**



## **ENFORCEMENT OF CONDOMINIUM DOCUMENTS**

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

## **ARTICLE XIII**

### **LIABILITY AND INDEMNITY**

#### **13.01. General Scope and Definitions.**

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint

venture, trust, or other enterprise, (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan, or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

### **13.02. Mandatory Indemnification.**

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 13.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (1) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or

officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XIII, the Association has purchased or is required under Section 13.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

**13.03. Determination of Right to Indemnification.** Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 13.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 13.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

**13.04. Allowance of Expenses as Incurred.** Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or

officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 13.03 that indemnification under Section 13.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

#### **13.05. Partial Indemnification.**

(a) If it is determined pursuant to Section 13.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 13.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

**13.06. Indemnification of Employees and Agents.** The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

#### **13.07. Limited Liability of Directors and Officers.**

(a) Except as provided in subsection 13.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the



acts of misconduct listed in Section 13.02(b).

(b) Except as provided in Section 13.07(c), this Section 13.07 does not apply to any of the following: (I) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes Sections 13.07(b)(I) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

**13.08. Severability of Provisions.** The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

**13.09. Non-Exclusivity of Rights.** The rights to indemnification, defense, and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 13.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

**13.10. Purchase of Insurance.** The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is

available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

**13.11. Benefit.** The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

**13.12. Amendment.** No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

## **ARTICLE XIV**

### **GENERAL PROVISIONS**

**14.01. Seal.** The Association shall not have a corporate seal.

**14.02. Interpretation.** These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

**14.03. Notices.** Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

## **ARTICLE XV**

### **AMENDMENT**

These Bylaws may be amended only with the assent of the votes of both Unit Owners. No amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

DECLARATION OF CONDOMINIUM OF  
SCHUMACHER CONDOMINIUM

Document Number

Title of Document

SEE ATTACHED.

Record this document with the Register of Deeds

Name and Return Address:

**Habitat for Humanity**  
**2020 Springdale Rd**  
**Waukesha WI 53186**

226-0614-3434-024

(Parcel Identification Number)



## **DECLARATION OF CONDOMINIUM OF SCHUMACHER CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this 31 day of July, 2025, by Habitat for Humanity of Waukesha County, Inc., a Wisconsin non-stock corporation (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").

### **ARTICLE II**

#### **NAME; DESCRIPTION OF PROPERTY**

**2.01. Name.** The name of the condominium created by this Declaration (the "Condominium") is "Schumacher Condominium."

**2.02. Legal Description.** The land comprising the Property (the "Land") is located in the City of Fort Atkinson, County of Jefferson, State of Wisconsin, and is legally described as follows:

LOT 1 OF CSM 176, LOT 1 OF CSM 1353, LOT 1 OF CSM 2743, AND PART OF GOVERNMENT LOT 8, ALL LOCATED IN THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 14 EAST, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

**2.03. Address.** The addresses of the Condominium are 700 Schumacher Way, Ft. Atkinson, WI.

### **ARTICLE III**

#### **DESCRIPTION OF UNITS**

**3.01. Identification of Units.** The Condominium shall initially consist of two (2) units (individually a "Unit" and collectively the "Units") located in the building identified on the Condominium Plat attached hereto as Exhibit A and made a part hereof (the "Condominium Plat"). 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 and 2 as numbered on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been

sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

**3.02. Boundaries of Units.** The boundaries of each Unit are as identified on the Condominium Plat and include the land and paved driveway, private streets, and pedestrian walkways, if any, situated on the land as identified within the Unit, and within the Building identified on the Condominium Plat. The Unit shall be as follows:

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

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

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

**3.03. Description of Units.** 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. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, or otherwise exclusively serving the Unit, including:

- (a) Windows and doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.
- (b) Interior lights and light fixtures.
- (c) Cabinets.
- (d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.
- (e) 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.
- (f) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and

any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements.

## **ARTICLE IV**

### **COMMON ELEMENTS; LIMITED COMMON ELEMENTS**

**4.01. Common Elements.** The common elements (the "Common Elements") include the following:

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

**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 of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one Unit Owner as described herein:

- (a) All sidewalks, access ways, steps, stoops, decks, ramps and patios attached to, leading directly to or from, or adjacent to each Unit; and
- (b) Any other areas identified on the Condominium Plat as Limited Common Elements 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 upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a

Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

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

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

## ARTICLE V

### PERCENTAGE INTERESTS; VOTING

**5.01. Percentage Interests.** The undivided percentage interest in the Common Elements appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units.

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

**5.03. Voting.** The vote of each Unit at meetings of the Association (as defined in Article VII) shall be equal to the percentage of interest in the Common Elements pertaining to such Unit.

**5.04. Multiple Owners.** If there are multiple owners of any Unit, they shall have but one (1) vote.

**5.05. Limitations on Voting Rights.** No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting



any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

## **ARTICLE VI**

### **CONDOMINIUM PLAT**

**6.01 Plat Description.** The plat for this condominium is attached and appended as Exhibit "A".

## **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 "Schumacher Condominium Owners 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 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"), 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 of the 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 unless otherwise stated in such amendment or modification.

**7.02. Board of Directors; Membership and Voting.** The "Board" or "Board of Directors" shall be the governing body of the Association, elected in accordance with the Bylaws. Each Unit Owner shall be a member of the Association and membership shall commence and terminate with ownership. Each Unit Owner shall be vested with a vote equal to the number of Units owned.

#### **7.03. Declarant Control.**

(a) 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 upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, the Unit Owners shall serve as two of the three members of the Board of Directors. In the event that multiple individuals own the same Unit, those Unit Owners will choose from among themselves the one individual to serve as a member of the Board of Directors. The third member of the Board of Directors shall be chosen by mutual agreement between the Unit Owners. In the event a mutual agreement cannot be obtained, Declarant shall choose any person to serve as the third member of the Board of Directors.

(b) After a Unit has been sold to any person other than the Declarant, except as provided herein, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the 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 earlier 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 the remaining Unit 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.

#### **7.04. Maintenance and Repairs.**

(a) **Common Elements.** 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. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. Notwithstanding the foregoing, the Association shall only be responsible for snow removal within the paved vehicular roads and driveways; each Unit Owner shall be responsible for snow removal for all Limited Common Elements for their Unit.

(b) **Units.** 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) to such 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 prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 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 is required to 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 of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

**7.06. General Assessments.** The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on

the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (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. The Association may require all Unit Owners to pay two (2) months of General Assessments in advance upon the purchasing of a Unit.

**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. Notwithstanding anything to the contrary in this Article VII, if the Association determines that Common Elements or Limited Common Elements benefit only certain Unit Owners, the costs of alteration, addition, repair, maintenance and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Unit Owners benefiting from the Common Element or Limited Common Element in proportion to their percentage interests in the Common Elements and shall be levied to such Unit Owners via Special Assessment.

**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 in the Common Elements or may be used for any other purpose as the Association may determine.

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

**7.10. Management Services.** The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be



available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

**7.11. Disputes.** All disputes arising between the Unit Owners of this Condominium Association regarding the Bylaws, Declarations, Rules and Regulations, and any amendments thereto, shall first be attempted to be resolved through direct communication. If such communication fails to resolve the dispute, the parties shall proceed to mediation with a mutually agreed upon mediator. Should mediation not result in a resolution, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, with the final decision being binding on all parties.

## **ARTICLE VIII**

### **ALTERATIONS AND USE RESTRICTIONS**

**8.01. Unit Alterations.** A Unit Owner may make improvements and alterations within their 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 does 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 for the Association's cost of application

review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the percentage interests in the Common Elements shall be reallocated as follows:

(A) In the case of a boundary relocation, the percentage interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (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 that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined in the same manner.

(B) In the case of a Unit separation, the percentage interests appurtenant to each resulting Unit (the "Resulting Unit") shall be determined as follows: for each Resulting Unit, the percentage interest in the original Unit from which the Resulting Unit is created (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 determined 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 percentages of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

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

**8.03. Use and Restrictions on Use of Unit.** Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted

from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) handling his or her personal or business records or accounts in his or her Unit; or
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.03 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

**8.04. Nuisances.** No nuisances shall be allowed upon 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.** No Unit may be rented for a period of five (5) years from the date of recording this Declaration. Thereafter, a Unit may be rented following a period of two (2) years from the date such owner becomes title owner of the Unit. All rentals shall be subject to the following requirements and any other rules set by the Association:

- (a) The term of any such lease shall not be less than one (1) year;
- (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 of any tenant or lease upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

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

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

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

**8.08. Storage.** Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. All vehicles shall be parked on a hard-surfaced concrete or asphalt driveway or other hard-surfaced area at all times.

**8.09. Pets.** Pets are permitted in accordance with the current applicable Rules and Regulations, which Rules and Regulations may limit the number, size, breed, or other characteristics for any pets.

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

## ARTICLE IX

### INSURANCE

**9.01. Fire and Extended Loss Insurance.** The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all



improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof, on an "HO6" or other policy form as required by the Association. 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 in the Common Elements 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 in the Common Elements. 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 their own Unit for personal benefit.

**9.03. Fidelity Insurance.** Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named the 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. Mutual Waiver of Subrogation.** Nothing in this Declaration shall be construed 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.

**9.05. 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 Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$10,000.00 times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent and authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

**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 damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction or repair to the Common Elements. 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 Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

**10.04. Insurance Proceeds and Construction Fund.** Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. 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 Property 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 Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. 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 and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first monies 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 in the Common Elements.

**10.07. Damage or Destruction of Unit.** Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore, at the Unit Owner's cost, such Unit to its condition prior to the damage or destruction as soon as possible and no later than two hundred seventy (270) days after the damage or destruction.

## **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) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

**11.02. Determination to Reconstruct Common Elements.** Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

**11.03. Plans and Specifications for Common Elements.** 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 taken Common Elements unless a majority of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

**11.04. Responsibility for Reconstruction.** In all cases after a taking of all or part of the Common Elements, 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 Common Elements 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 in the Common Elements and shall constitute a Common Expense.

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

**11.07. Percentage Interests Following Taking.** Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

## **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.

(c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars (\$20,000).

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



Mortgagees have given their prior written approval.

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

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

## **ARTICLE XIII**

### **AMENDMENT**

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. 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 Jefferson 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 which 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 Fort Atkinson or the County of Jefferson 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 for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. 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. Easements.**

(a) Utility Easements. The Declarant hereby reserves for itself and for the Association acting by and in the discretion of its Board of Directors, the rights to grant to the City of Fort Atkinson or County of Jefferson 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.

(b) Construction Easement. Until Declarant shall have completed all improvements or any Common Elements, the Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, an easement over portion of the

Common Elements and any Units, for construction or renovation of the Land, including but not limited to storing tools, machinery, equipment, building materials, appliance, supplies and fixtures, maintaining and correcting drainage, roof or stormwater, cutting of trees and vegetation, grading, or any other action reasonably necessary for such construction. Upon such action, Declarant shall restore the affected property in a condition reasonably similar to its prior condition.

(c) Access and Drive Easement. Declarant owns, or in the future may own, property adjacent to the Land. The Declarant reserves for itself and its duly authorized agents, representatives, and employees, an easement over, across, upon, and through the Common Elements for pedestrian and vehicular access, including any ingress and egress, to any adjacent property, now owned or in the future owned by Declarant. Without limiting the foregoing, Declarant, at its costs, may utilize any paved drives or surfaces for such access and shall have the right, at Declarant's cost, to expand, increase, or extend any such surfaces for access to such adjacent property. Declarant's rights herein shall be perpetual any may be assigned to any successor or assign of Declarant, who owns such adjacent property and shall thereafter run with the land.

**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 or otherwise affecting another Unit or the Common Elements; to install, alter, or repair, or maintain mechanical, electrical, or plumbing 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 from delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practicable, 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 upon 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. Declarant Access During Construction of Improvements.** During any period of

construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Condominium or the expanded Condominium.

**15.06. Resident Agent.** The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Habitat for Humanity of Waukesha County, Inc., 2020 Springdale Road, Waukesha, WI 53186. The resident agent may be changed by the Association in any manner permitted by law.

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



This Declaration of Condominium of HABITAT FOR HUMANITY OF WAUKESHA COUNTY, INC. is executed by the undersigned as of August 6, 2025.

**Declarant:**

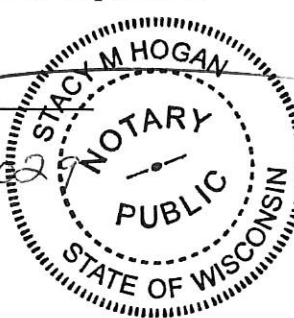
**Habitat for Humanity of Waukesha County, Inc.**

By: Melissa Songco  
Name: Melissa Songco, Chief Executive Officer

STATE OF WISCONSIN                     )  
                                                           ) ss.  
COUNTY OF WAUKESHA                 )

Personally came before me on the 6<sup>th</sup> day of August, 2025, Melissa Songco, as authorized officer of HABITAT FOR HUMANITY OF WAUKESHA COUNTY, INC., a Wisconsin non-stock corporation, who acknowledged the foregoing document for the purposes recited therein on behalf of said corporation.

Stack M Hogan  
Notary Public, State of Wisconsin  
My commission expires 1/31/2029

A circular notary seal for Stack M Hogan, Notary Public, State of Wisconsin. The seal features the name "STACK M HOGAN" at the top, "NOTARY PUBLIC" in the center, and "STATE OF WISCONSIN" at the bottom, all enclosed within a double-lined circular border.

This Document drafted by  
Attorney Noah G. Buhle