

CITY OF FRANKLIN  
PLAN COMMISSION MEETING\*  
FRANKLIN CITY HALL COUNCIL CHAMBERS  
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA  
THURSDAY, AUGUST 18, 2022, 7:00 P.M.

The YouTube channel “City of Franklin WI” will be live streaming the Plan Commission meeting so that the public will be able to watch and listen to the meeting.

<https://www.youtube.com/c/CityofFranklinWIGov>.

A. **Call to Order and Roll Call**

B. **Approval of Minutes**

1. Approval of regular meeting of August 4, 2022.

C. **Public Hearing Business Matters** (action may be taken on all matters following the respective Public Hearing thereon)

1. **JAX INC. LUBRICANTS FOR MACHINERY AND PROCESSES PACKAGING BUSINESS.** Special Use application by JAX Inc., to operate an industrial, synthetic and food-grade lubricants for machinery and processes packaging business (including a fenced area for 6 LP (liquid propane) tank pads and 2 concrete pads for filling units, east of the main building) (canning and packing businesses require a Special Use permit in Planned Development District No. 7 (Franklin Industrial Park), property located at 9845 South 57th Street, zoned Planned Development District No. 7 (Franklin Industrial Park); Tax Key No. 899-0002-000. **A PUBLIC HEARING IS SCHEDULED FOR THIS MEETING UPON THIS MATTER.**

D. **Business Matters** (no Public Hearing is required upon the following matters; action may be taken on all matters)

1. **JOINT VENTURE L.L.C. RESIDENTIAL MULTI-FAMILY COMPLEX DETACHED GARAGE CONSTRUCTION.** Site Plan Amendment application by Joint Venture L.L.C., to allow for construction of a 24 foot by 30 foot detached garage (for storage of landscaping and other exterior maintenance equipment) adjacent to the parking area facing South 35th Street, property zoned R-8 Multiple-Family Residence District, C-1 Conservancy District, FC Floodplain Conservancy District and FW Floodway District, generally located at 6350 South 35th Street; Tax Key No. 714-9988-002.
2. **WOODFIELD TRAIL, A CONDOMINIUM DEVELOPMENT.** Declaration of Condominium Plat application by Stephen R. Mills, President of Bear

Development, LLC (Boomtown, LLC, property owner), for the development of a condominium complex (Woodfield Trail, a Condominium), consisting of 26 dwelling units arranged in 13 side-by-side duplex structures, property located at 12000 West Loomis Road (15.6 acres), such property being zoned R-8 Multiple-Family Residence District; Tax Key No. 891-9011-000 [a Special Use and Site Plan have already been approved for this project in June 2022, pending conditions of approval including a landscape bufferyard easement along Loomis Road and conservation easement for protected natural resources].

## E. Adjournment

\*Supporting documentation and details of these agenda items are available at City hall during normal business hours.

\*\*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per *State ex rel. Badke v. Greendale Village Board*, even though the Common Council will not take formal action at this meeting.

[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

### REMINDERS:

Next Regular Plan Commission Meeting: September 8, 2022

**City of Franklin**  
**Plan Commission Meeting**  
**August 4, 2022**  
**Minutes**

unapproved

**A. Call to Order and Roll Call**

Mayor Steve Olson called the August 4, 2022, regular Plan Commission meeting to order at 7:00 p.m. in the Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin.

Present were Mayor Steve Olson, Alderwoman Shari Hanneman, Commissioners Patrick Leon, Kevin Haley, Adam Burckhardt and Patricia Hogan, and City Engineer Glen Morrow. Excused were Patricia Hogan and Alderwoman Shari Hanneman. Also present were Principal Planner Régulo Martínez-Montilva and Associate Planner Marion Ecks.

**B. Approval of Minutes**

**1. Regular Meeting of July 7, 2022.**

Commissioner Haley moved and Commissioner Burckhardt seconded a motion to approve the July 7, 2022, regular meeting minutes. On voice vote, all voted ‘aye’; motion carried (6-0-0).

**C. Public Hearing Business Matters**

**1. GAZEBO PARK APARTMENT COMPLEX ACCESSORY BUILDING EXPANSION.** Special Use Amendment application by GPark LLC, for expansion of two detached garages within the Gazebo Park apartment complex, the 4-car garage to be expanded by 400 square feet to a 6-car garage, and another 4-car garage by 600 square feet, to a 7-car garage (the overall parking within this apartment complex would increase from 48 to 50 parking spaces), property located at approximately 6300-6346 South 35th Street, zoned R-8 Multiple-Family Residence District; Tax Key No. 714-9990-004.

The Official Notice of Public hearing for a Special Use Amendment was read in to the record by Associate Planner Marion Ecks and the Public Hearing was opened at 7:03 p.m. and closed at 7:03 p.m.

Principal Planner Régulo Martínez-Montilva presented the request by GPark LLC, for expansion of two detached garages within the Gazebo Park apartment complex, the 4-car garage to be expanded by 400 square feet to a 6-car garage, and another 4-car garage by 600 square feet, to a 7-car garage (the overall parking within this apartment complex would increase from 48 to 50 parking spaces), property located at approximately 6300-6346 South 35th Street, zoned R-8 Multiple-Family Residence District; Tax Key No. 714-9990-004.

Commissioner Leon moved and Commissioner Hogan seconded a motion to recommend approval of a Resolution to amend Resolution Nos. 79-1562, 83-2091, 85-2581, 2009-6579, 2012-6812, 2014-7007 and 2017-7280 imposing conditions and restrictions for the approval of a Special Use for the Gazebo Park apartment complex property located at approximately 6300-6346 South 35th Street to allow for expansion of two detached garages within the apartment complex. On voice vote, all voted ‘aye’; motion carried (6-0-0).

**2. RAJEEV K. NAGUBANDI AND KARTAYANI RAVVA DECK INSTALLATION [recommendation to Board of Zoning and Building Appeals].** Application by Rajeev K. Nagubandi and Kartayani Ravva for an Area Exception from Table 15-3.0203 of the Unified Development Ordinance to allow for the installation of a deck onto an existing single-family residence (15.94% lot coverage (2,224 square feet)), exceeding the 15% (2,092 square feet) maximum lot coverage standard in an R-3 Suburban/Estate Single Family Residence District, by approximately .94%, for property located at 8774 South Buckhorn Grove Way, property zoned R-3 Suburban/Estate Single-Family Residence District; Tax Key No. 853-0132-000.

The Official Notice of Public hearing for an Area Exception was read in to the record by Associate Planner Marion Ecks and the Public Hearing was opened at 7:07 p.m. and closed at 7:07 p.m.

Principal Planner Régulo Martínez-Montilva presented the request by Rajeev K. Nagubandi and Kartayani Ravva for an Area Exception from Table 15-3.0203 of the Unified Development Ordinance to allow for the installation of a deck onto an existing single-family residence (15.94% lot coverage (2,224 square feet)), exceeding the 15% (2,092 square feet) maximum lot coverage standard in an R-3 Suburban/Estate Single Family Residence District, by approximately .94%, for property located at 8774 South Buckhorn Grove Way, property zoned R-3 Suburban/Estate Single-Family Residence District; Tax Key No. 853-0132-000.

Alderswoman Hanneman moved and Commissioner Haley seconded a motion to recommend approval of an application for an Area Exception to allow for a maximum lot coverage of 15.94% (2,224 square feet) [application requests an Area Exception from table 15-3.0203 of the Unified Development Ordinance to exceed the R-3 Suburban/Estate Single-Family Residence District maximum lot coverage standard of 15% (2,092 square feet) by approximately .94%, to allow for the installation of a deck onto an existing single-family residence, property located at 8774 South Buckhorn Grove Way. On voice vote, all voted ‘aye’; motion carried (6-0-0).

**3. SANJAY PATEL SINGLE-FAMILY RESIDENCE CONSTRUCTION [recommendation to Board of Zoning and Building Appeals].** Application by Sanjay Patel for an Area Exception from Table 15-3.0204 of the Unified Development Ordinance to allow for construction of a new single-family home in Oakes Estates subdivision, with maximum lot coverage of 16.84% (7,070 square feet), exceeding the R-3E Suburban/Estate Single-Family Residence District maximum lot coverage standard of 15% (6,297 square feet) by approximately 1.84% (residence structure will have a footprint of 4,543 square feet, plus an attached garage (1,118 square feet), a courtyard (569 square feet) and a deck with stairs (840 square feet), property located at 7406 South Cambridge Drive, zoned R-3E

The Official Notice of Public hearing for an Area Exception was read in to the record by Associate Planner Marion Ecks and the Public Hearing was opened at 7:14 p.m. and closed at 7:14 p.m..

Principal Planner Régulo Martínez-Montilva presented the request by Sanjay Patel for an Area Exception from Table 15-3.0204 of the Unified Development Ordinance to allow for construction of a new single-family home in Oakes Estates subdivision, with maximum lot coverage of 16.84% (7,070 square feet), exceeding the R-3E Suburban/Estate Single-Family Residence District maximum lot coverage standard of 15% (6,297 square feet) by approximately 1.84% (residence structure will have a footprint of 4,543 square feet, plus an attached garage (1,118 square feet), a courtyard (569 square feet) and a deck with stairs (840 square feet), property located at 7406 South Cambridge Drive, zoned R-3E Suburban/Estate Single-Family Residence District; Tax Key No. 754-0077-000.

Suburban/Estate Single-Family Residence District; Tax Key No. 754-0077-000.

Commissioner Hogan moved and Commissioner Leon seconded a motion to recommend approval of an application for an Area Exception to allow for a maximum lot coverage of 16.84% (7,070 square feet) [application requests an Area Exception from table 15-3.0204 of the Unified Development Ordinance to exceed the R-3E Suburban/Estate Single-Family Residence District maximum lot coverage standard of 15% (6,297 square feet) by approximately 1.84%, to allow for construction of a new single-family home in Oakes Estates subdivision, property located at 7406 South Cambridge Drive. On voice vote, all voted ‘aye’; motion carried (6-0-0).

**D. Business Matters**

**1. PAYNE AND DOLAN, INC. QUARRY BIENNIAL REPORT TO THE PLAN COMMISSION**

Principal Planner Régulo Martínez-Montilva presented the request by Payne and Dolan, Inc. quarry biennial report to the Plan Commission.

Commissioner Hogan moved and Commissioner Haley seconded a motion to receive and place on file. On voice vote, all voted ‘aye’; motion carried (6-0-0).

**2. JOSE D. SANDOVAL LAND COMBINATION.** Land Combination application by Jose D. Sandoval to combine Parcel 1 and Outlot 1 of Certified Survey Map No. 6022 (Parcel 1, 1.19 acres, Outlot 1, 3.53 acres; resulting area approximately 4.71 acres), property zoned R-3 Suburban/Estate Single-Family Residence District and FW Floodway District; Tax Key No. 886-9989-003.

Associate Planner Marion Ecks presented the request by Jose D. Sandoval to combine Parcel 1 and Outlot 1 of Certified Survey Map No. 6022 (Parcel 1, 1.19 acres, Outlot 1, 3.53 acres; resulting area approximately 4.71 acres), property zoned R-3 Suburban/Estate Single-Family Residence District and FW Floodway District; Tax Key No. 886-9989-003.

Commissioner Leon moved and Commissioner Haley seconded a motion to recommend approval of a Resolution conditionally approving a Land Combination for parcel 1 (tax key no. 886-9989-003) and Outlot 1 of Certified Survey Map No. 6022 (8857 West St. Martins Road). On voice vote, all voted ‘aye’; motion carried (6-0-0).

**Adjournment**

Commissioner Hogan moved and Alderwoman Hanneman seconded to adjourn the Plan Commission meeting of August 4, 2022 at 7:28 p.m.. On voice vote, all voted ‘aye’; motion carried (6-0-0).



CITY OF FRANKLIN  
REPORT TO THE PLAN COMMISSION

Meeting of August 18, 2022  
SPECIAL USE

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**RECOMMENDATION:** City Development Staff recommends approval of this Special Use application submitted by Jax, Inc. for canning and packing use at 9845 S. 57th Street, subject to the conditions set forth in the attached resolution.

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<b>Project name:</b>	<b>Jax Inc. Special Use</b>
<b>Property Address/Tax Key Number:</b>	9845 S. 57th Street / 899 0002 000
<b>Applicant:</b>	Jax, Inc.
<b>Property owner:</b>	Allman Equities-Franklin, LLC
<b>Agent:</b>	Kyle Peter. Jax, Inc.
<b>Zoning District:</b>	Planned Development District (PDD) No. 7 (Franklin Industrial Park)
<b>Aldermanic District:</b>	District 4
<b>Use of Surrounding Properties:</b>	North: Industrial zoned M-1 East and South: PDD No. 7 West: Vacant zoned Park District (P-1)
<b>Proposal:</b>	Canning and packing business moving into an existing building. Exterior improvements include a fenced area for LP tanks and concrete pads for filling units.
<b>Staff Planner:</b>	Régulo Martínez-Montilva, AICP, Principal Planner

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**INTRODUCTION**

Jax Inc. applied for a zoning compliance permit to allow for canning and packing of lubricant products. City Development staff denied this request because canning and packing businesses require a special use permit in the Franklin Industrial Park per Ordinance 85-864, Section 12.10(6). Additionally, the applicant submitted a Minor Site Plan amendment application to allow for a fenced area for 6 LP tank pads and 2 concrete pads for filing units to be located east of the main building. This Minor Site Plan amendment application is currently on hold waiting for the approval of the Special Use permit.

**PROJECT DESCRIPTION AND ANALYSIS:**

After providing additional information requested in Memorandum dated July 14, this request has been substantially complete for a special use permit, allowing for Section § 15-3.0701 of the Unified Development Ordinance (UDO) sets out the General Standards for Special Uses. The applicant has submitted responses to each of those standards, asserting that there will be no undue adverse impact or interference with surrounding development as a result of this special use, and that the building is already served by public utilities. The applicant asserts that there will be no undue traffic congestion, no destruction of significant features, and that the business will comply with all standards.

The intent of the Planned Development District No. 7 is “to assist in enhancing the development of the City of Franklin Industrial Park for a general mix of light industry, office uses, industrial service uses, wholesale and warehousing uses, and associate public and community service uses”. The proposed canning and packing use appears to be consistent with the district intent.

Unified Development Ordinance (UDO) Section § 15-3.0703 Detailed Standards for Special Uses in Nonresidential Districts does not apply to this project, as the proposed special use is not one of the specified special uses in this section.

With regards to UDO Section 15-3.1100 Hazard Abatement Performance Standards, the applicant indicated that the pump will generate minimal noise, no odors will be emitted, as well as no vibration, smoke, glare, or heat emitted will be emitted.

**STAFF RECOMMENDATION:**

City Development Staff recommends approval of this Special Use application submitted by Jax, Inc. for canning and packing use at 9845 S. 57th Street, subject to the conditions set forth in the attached resolution.

The proposed exterior improvements require approval of a Minor Site Plan which has already been submitted by the applicant.

It is worth noting the staff recommendations below:

- The applicant shall submit a Landscape Plan as part of the Minor Site Plan amendment indicated above, depicting landscape screening in the area between the proposed exterior improvements and S. 57<sup>th</sup> Street, at least 3 trees and 6 shrubs shall be required for screening purposes. (Condition of approval #7).
  - Staff comment: per Planned Development District No. 7, Ordinance No. 85-864, Section (12), at least 1 tree per 50 feet are recommended for screening purposes. The distance between the parking lot and the south property line is 150 feet, therefore at least 3 trees are recommended.
- Pursuant to Planned Development District No. 7, Ordinance No. 85-864, Section 14, the applicant shall revise the site plan to depict a solid wall or fence around the LP tanks for screening purposes. A chain-link fence with privacy slats is acceptable for this purpose. (Condition of approval #8).

## RESOLUTION NO. 2022-\_\_\_\_\_

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS  
FOR THE APPROVAL OF A SPECIAL USE TO OPERATE AN  
INDUSTRIAL, SYNTHETIC AND FOOD-GRADE LUBRICANTS  
FOR MACHINERY AND PROCESSES PACKAGING BUSINESS  
(BY JAX INC., APPLICANT, ALLMAN  
EQUITIES-FRANKLIN, LLC, PROPERTY OWNER)

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WHEREAS, JAX Inc. having petitioned the City of Franklin for the approval of a Special Use within Planned Development District No. 7 (Franklin Industrial Park), to operate an industrial, synthetic and food-grade lubricants for machinery and processes packaging business (including a fenced area for 6 LP (liquid propane) tank pads and 2 concrete pads for filling units, east of the main building) (canning and packing businesses require a Special Use permit in Planned Development District No. 7 (Franklin Industrial Park), upon property located at 9845 South 57th Street. The property which is the subject of the application bears Tax Key No. 899-0002-000 and is more particularly described as follows:

Lot Two (2) in Block One (1) in Franklin Industrial Park, being a re-division of Certified Survey Map No. 3226 and a subdivision of land in part of the Southwest One-quarter (1/4) of the Northwest One-quarter (1/4), the Northwest One-quarter (1/4) and part of the Northeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty-six (26), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 18th day of August, 2022, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions,

meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of JAX Inc., for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by JAX Inc., successors and assigns, for a lubricants for machinery and processes packaging business use, which shall be developed in substantial compliance with, and operated and maintained by JAX Inc., pursuant to those plans City file-stamped August 4, 2022 and annexed hereto and incorporated herein as Exhibit A.
2. JAX Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the JAX Inc. lubricants for machinery and processes packaging business use, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon the JAX Inc. lubricants for machinery and processes packaging business use for the property located at 9845 South 57th Street in Planned Development District No. 7 (Franklin Industrial Park): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The applicant shall obtain all necessary permits through the Inspection Services Department.
5. The applicant shall obtain a separate approval for stormwater management, utilities, grading and erosion control through the Engineering Department, if applicable.
6. The applicant shall obtain approval of a Minor Site Plan amendment for the proposed exterior improvements, including but not limited to the fenced area for LP tanks and concrete pads for filling units.
7. The applicant shall submit a Landscape Plan as part of the Minor Site Plan amendment indicated above, depicting landscape screening in the area between

the proposed exterior improvements and S. 57th Street, at least 3 trees and 6 shrubs shall be required for screening purposes.

8. Pursuant to Planned Development District No. 7, Ordinance No. 85-864, Section 14, the applicant shall revise the site plan to depict a solid wall or fence around the LP tanks for screening purposes. A chain-link fence with privacy slats is acceptable for this purpose.
9. This Special Use permit is not approving the “potential road access” depicted on the plan city file-stamped August 4, 2022. Pursuant to the Unified Development Ordinance Section 15-5.0202, all drives shall be improved with pavement of either asphalt or concrete and stormwater drainage facilities, as well as curb and gutter shall be installed. The applicant shall submit a Site Plan amendment to request approval of this future drive, pursuant to Unified Development Ordinance Section 15-7.0103.

BE IT FURTHER RESOLVED, that in the event JAX Inc., successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

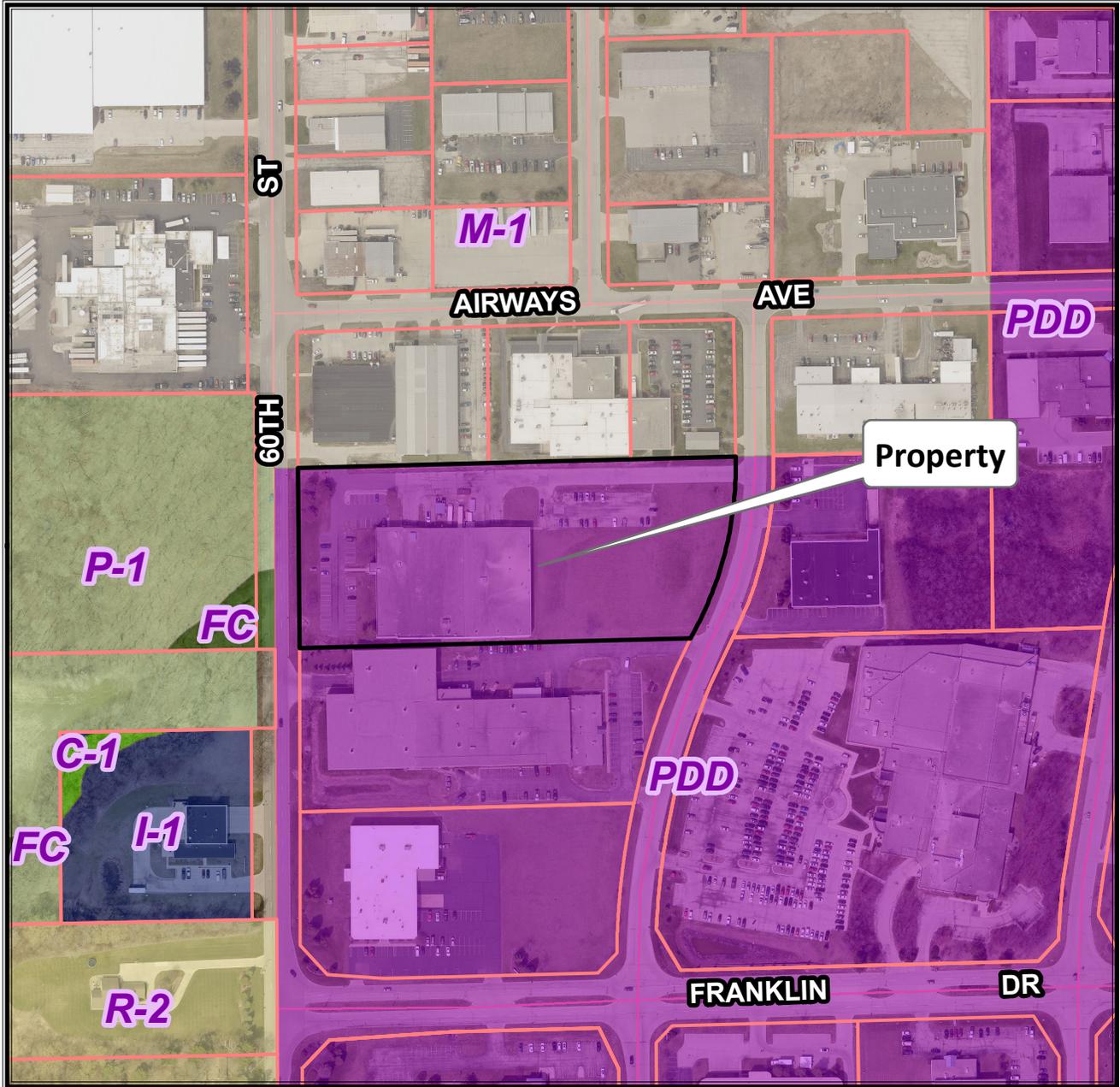
\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

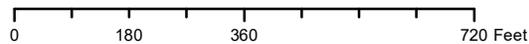
\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

9845 S. 57th Street  
TKN: 899 0002 000

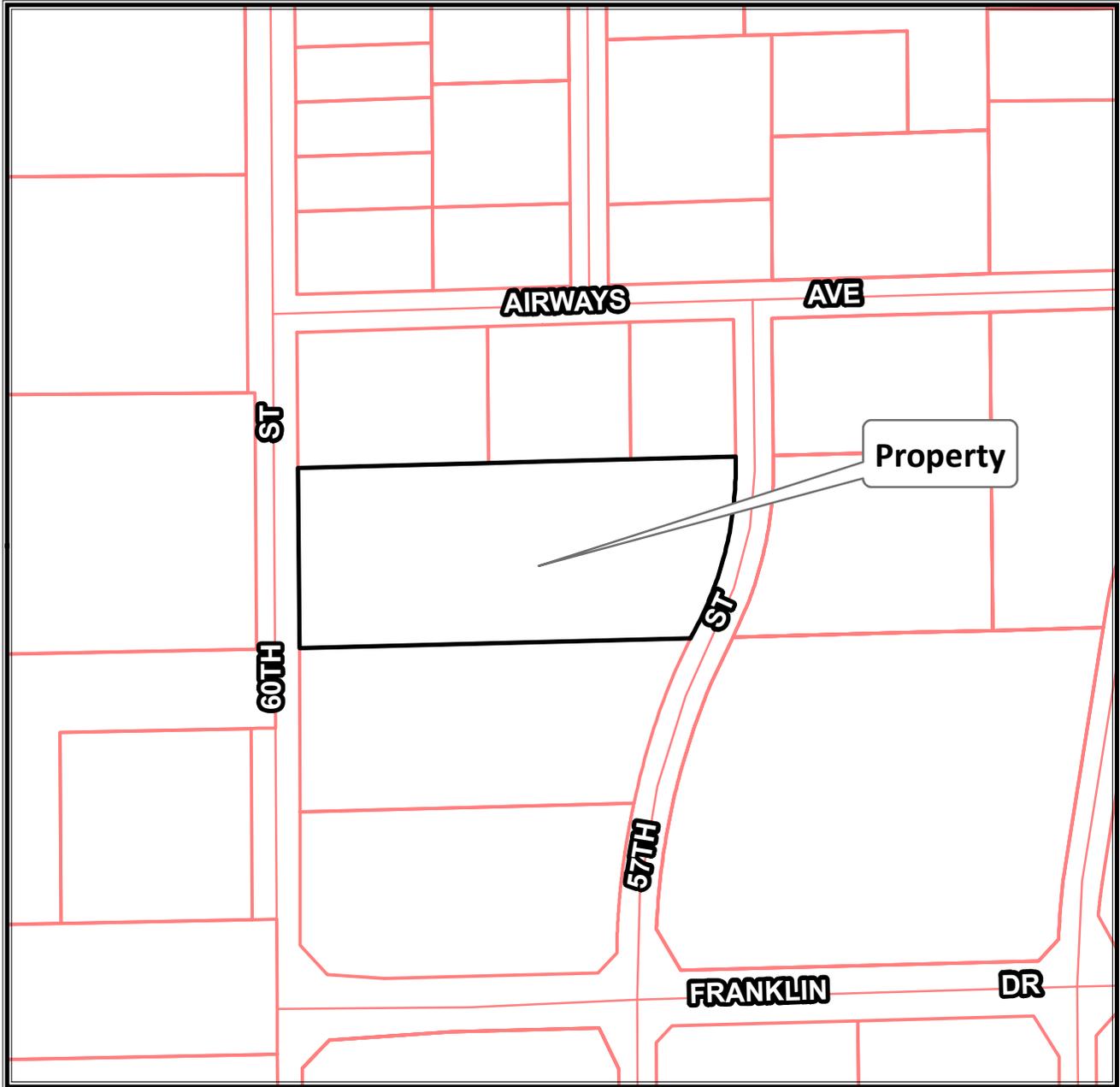


**Planning Department**  
**(414) 425-4024**

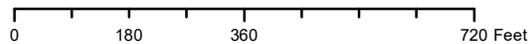


*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*

9845 S. 57th Street  
TKN: 899 0002 000



**Planning Department**  
**(414) 425-4024**



*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*



Planning Department  
 9229 West Loomis Road  
 Franklin, Wisconsin 53132  
 (414) 425-4024  
[franklinwi.gov](http://franklinwi.gov)



APPLICATION DATE: \_\_\_\_\_  
 STAMP DATE: \_\_\_\_\_ city use only  
**Franklin**  
 AUG 04 2022  
 City Development

## COMMON COUNCIL REVIEW APPLICATION

### PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME: Kyle Peter	NAME: Same as Applicant
COMPANY: JAX INC	COMPANY:
MAILING ADDRESS: W134 N5373 Campbell Drive	MAILING ADDRESS:
CITY/STATE: Menomonee Falls, WI      ZIP: 53051	CITY/STATE:      ZIP:
PHONE: 262-781-8850	PHONE:
EMAIL ADDRESS: kcpeter@jax.com	EMAIL ADDRESS:

### PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 9845 S 57th Street	TAX KEY NUMBER: 899 0002 000
PROPERTY OWNER: Allman Equities-Franklin LLC	PHONE: 734-459-1000
MAILING ADDRESS: 496 W Ann Arbor Trail, Suite 204	EMAIL ADDRESS: laura@allmanco.net
CITY/STATE: Plymouth, MI      ZIP: 48170	DATE OF COMPLETION:      office use only

### APPLICATION TYPE

**Please check the application type that you are applying for**

- Concept Review  
  Comprehensive Master Plan Amendment  
  Planned Development District  
  Rezoning  
 Special Use / Special Use Amendment  
  Unified Development Ordinance Text Amendment

Most requests require Plan Commission review and Common Council approval.  
 Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments.

### SIGNATURES

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

*(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).*

I, the applicant, certify that I have read the following page detailing the requirements for plan commission and common council approval and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE:	APPLICANT SIGNATURE:
NAME & TITLE: Jack Allman - Vice President      DATE: 6/16/22	NAME & TITLE: Kyle Peter - President      DATE: 6/14/22
PROPERTY OWNER SIGNATURE:	APPLICANT REPRESENTATIVE SIGNATURE:
NAME & TITLE:      DATE:	NAME & TITLE:      DATE:



June 16<sup>th</sup>, 2022

Project Narrative – JAX INC Special Use Application

JAX INC is a manufacturer and global supplier of the highest quality industrial, synthetic and food-grade lubricants for machinery and processes. All of our lubricants are blended and manufactured at our HQ facility in Menomonee Falls, WI. At the 9845 S 57<sup>th</sup> Street location in Franklin, we intend to package these lubricants into aerosol cans.

The general process flow is as follows:

- Drop a ball (if necessary) into the can
- Fill a small amount of product (lubricant) into the can
- Place a valve on top and crimp the can shut
- Fill propellant into the can through the valve
- Place and actuator (button) and cap onto the can
- Label the can (if necessary)
- Place cans into cases and tape them up

Most of these functions are completed by highly automated equipment. There are also a multitude of quality checks throughout the process. We would be checking for things such as can weight, proper sealing, proper can pressure, etc. We look forward to becoming a fantastic business with a new home in Franklin! If you have any questions, please feel free to reach out.

A handwritten signature in blue ink, appearing to read 'K. Peter'.

Kyle Peter  
President  
[kcpeter@jax.com](mailto:kcpeter@jax.com)  
262-781-8850

**JAX INC.**

W134 N5373 Campbell Drive  
Menomonee Falls, WI 53051  
262.781.8850 800.782.8850  
FAX 262.781.3906  
[www.jax.com](http://www.jax.com)

Property Legal Description – JAX INC Special Use Application

Lot Two (2) in Block One (1) in Franklin Industrial Park, being a re-division of Certified Survey [Map No. 3226](#) and a subdivision of land in part of the Southwest One-quarter (1/4) of the Northwest One-quarter (1/4), the Northwest One-quarter (1/4) and part of the Northeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty-six (26), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Tax Key No. 899-0002-000  
Address: 9846 S. 60th Street

**DIVISION 15-3.0700**

**SPECIAL USE STANDARDS AND REGULATIONS**

**SECTION 15-3.0701**

**GENERAL STANDARDS FOR SPECIAL USES**

A. **General Standards.** No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:

1. **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

*Response: Yes, this is a packaging operation which would fall within the ordinance guidelines.*

2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

*Response: Our proposed use will not have an undue, adverse impact. We will follow state and local guidelines to ensure we are running a safe operation.*

3. **No Interference with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

*Response: This is correct. We will be following local guidelines and zoning regulations.*

4. **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

*Response: Yes, this is correct.*

5. **No Traffic Congestion.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

*Response: Yes, this is correct. Traffic to our facility will be minimal and limited to first shift business hours.*

6. **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

*Response: This is correct.*

7. **Compliance with Standards.** The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission. The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use.

*Response: Yes, we will.*

- B. **Special Standards for Specified Special Uses.** When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in Section 15-3.0702 and 15-3.0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards.

*Response: Understood.*

- C. **Considerations.** In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:

1. **Public Benefit.** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

*Response: We will be establishing a profitable business and bringing more jobs to the area.*

2. **Alternative Locations.** Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

*Response: We believe that the Franklin Industrial park where the building is located is an ideal location for an industrial packaging operation.*

3. **Mitigation of Adverse Impacts.** Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

*Response: We will be screening the outdoor tanks that are to be installed per Franklin guidelines. We have also consulted engineering about the storm water plan, and they have approved our proposed changes. We will not be changing the main site design, building, or elevations from its current state.*

4. **Establishment of Precedent of Incompatible Uses in the Surrounding Area.** Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area.

*Response: We do not believe so. It is a highly automated operation that is confined to its location.*



August 4<sup>th</sup>, 2022

Cover Sheet for Resubmittal – JAX INC Special Use Application

JAX INC is a manufacturer and global supplier of the highest quality industrial, synthetic and food-grade lubricants for machinery and processes. All of our lubricants are blended and manufactured at our HQ facility in Menomonee Falls, WI. At the 9845 S 57<sup>th</sup> Street location in Franklin, we intend to package these lubricants into aerosol cans.

Please see the following included in this resubmittal package:

- Responses to each staff comment on the Memorandum dated July 14<sup>th</sup>, 2022 from the Franklin Department of City Development
- The EnergysUSA proposal for the work that we are looking to do to the site
- The property legal description
- The original project narrative
- Printouts of the proposed site changes with dimensions along with 1 full size copy
- A fresh copy of the JAX response to Special Use Standards

We look forward to becoming a fantastic business with a new home in Franklin! If you have any questions, please feel free to reach out.

A handwritten signature in blue ink, appearing to read 'Kyle Peter'.

Kyle Peter  
President  
[kcpeter@jax.com](mailto:kcpeter@jax.com)  
262-781-8850

**JAX INC.**

W134 N5373 Campbell Drive  
Menomonee Falls, WI 53051  
262.781.8850 800.782.8850  
FAX 262.781.3906  
[www.jax.com](http://www.jax.com)





## MEMORANDUM

Date: July 14, 2022  
To: Kyle Peter. Jax, Inc.  
From: Department of City Development  
Régulo Martínez-Montilva, AICP, Principal Planner  
RE: Application for Special Use – Jax, Inc.  
9845 S. 57th Street

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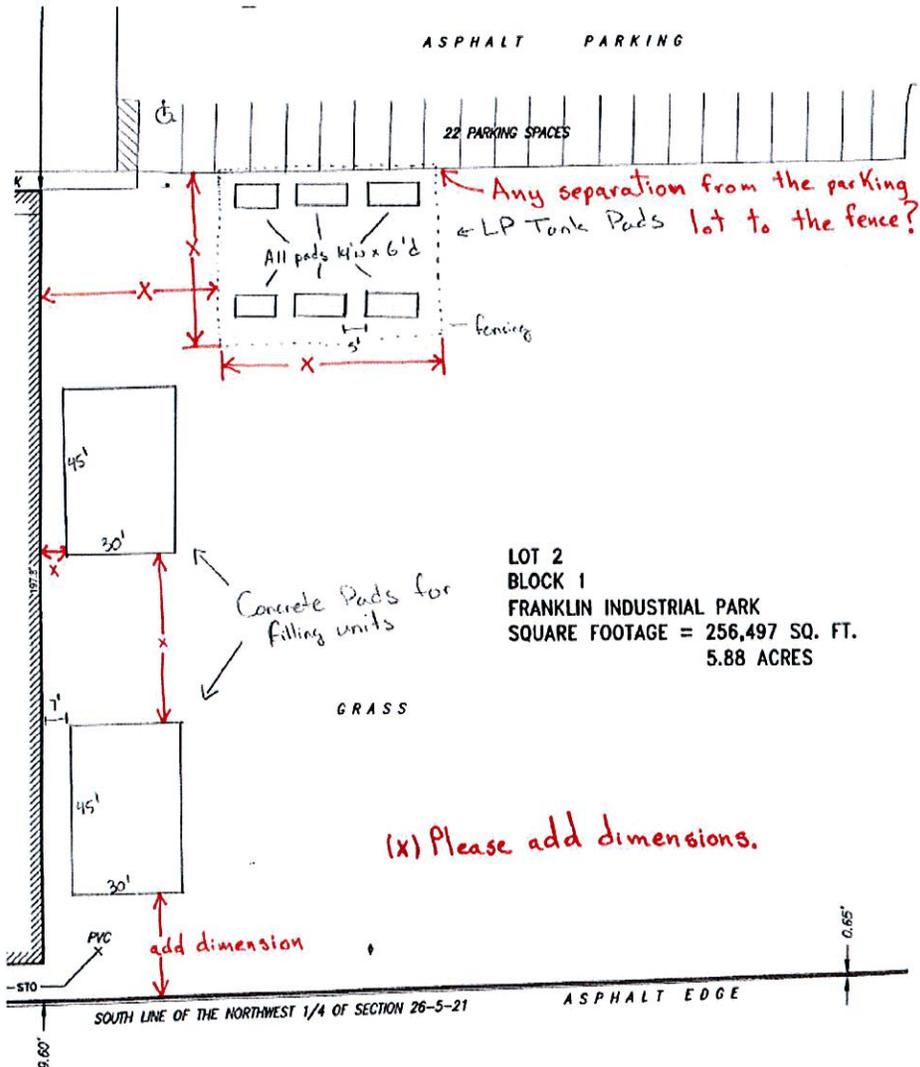
Staff comments are as follows for the above-referenced application received on June 20, 2022:

### **City Development Department comments**

1. City Development staff has no comments regarding your responses to the General Standards for Special Uses.

2. Please add to the site plan the dimensions indicated below in red:

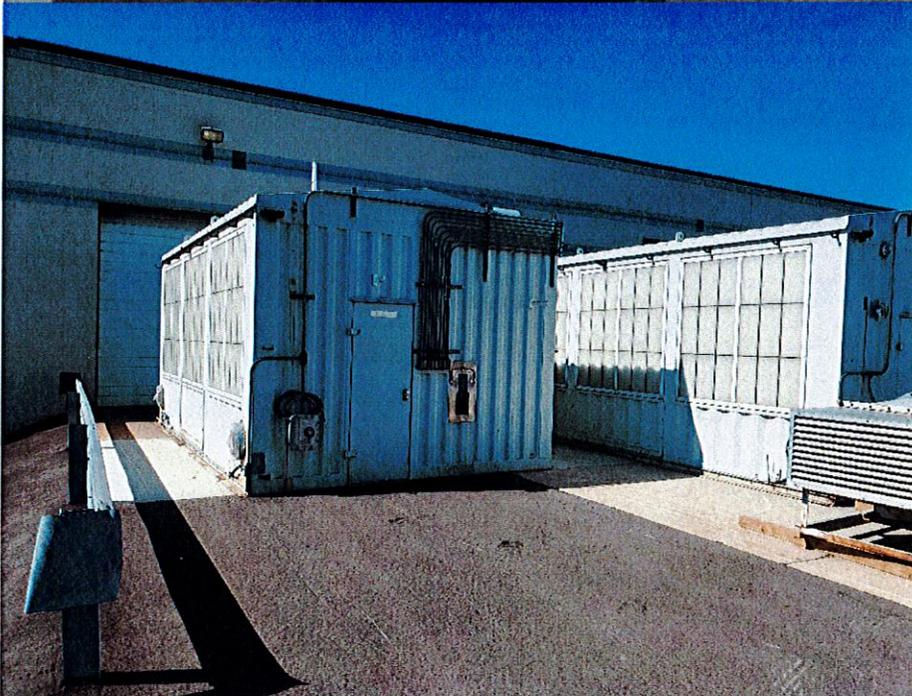
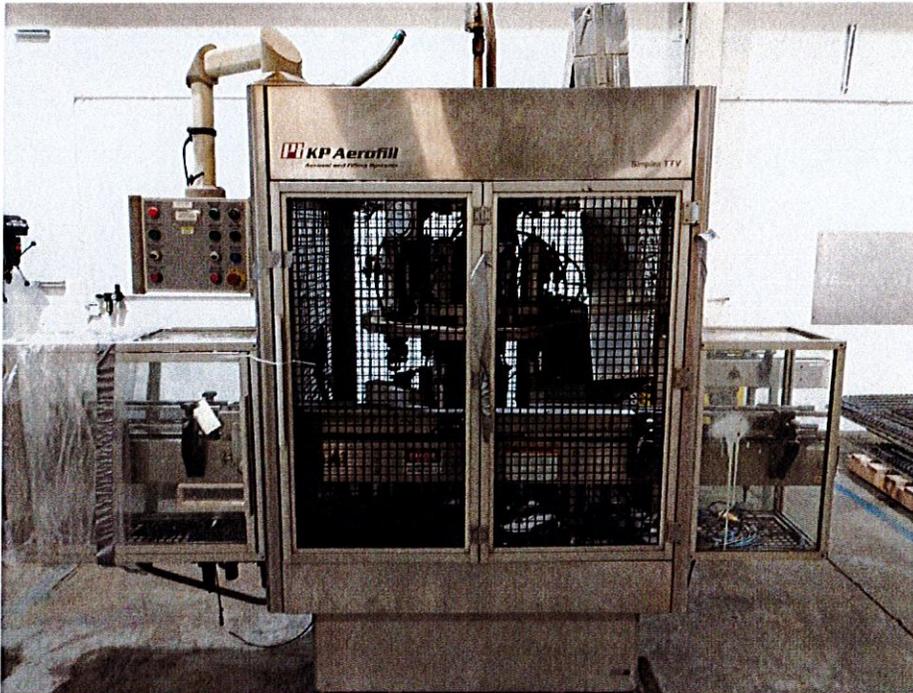
The design has changed slightly, so please refer to the updated drawings with this submittal. All dimensions should be on the updated drawing. We did not anticipate having any separation between the parking lot and fence. However, we will note that the section of parking lot that is shown will no longer be used as parking and blocked off as such. We will have plenty of parking spots by the front entrance of the building for our employees.



3. Please provide additional information about the fencing for the LP tank area, such as fence type, height and pictures? What is the surfacing material for the LP tank pads and for the rest of the LP tank fenced area?

The fence type and height are TBD. We have not selected one are open to what is required by Franklin. Initially we were thinking a chain link fence with privacy slats inserted at a standard fence height. The surfacing material for the tank pads will be concrete. The rest of the fenced area will have loosely laid river rock so that water is allowed to flow through it.

4. Please provide additional information about the filling units, such as overall dimensions, height, manufacturer's specifications and pictures. Any screening or fencing to be installed around the concrete pads for the filling units? **The overall dimensions for the filling units are approximately 8' high by about 12' wide. We have also included the spec of the filler from the manual. A picture of the actual filling units is below. Both filling units are the exact same model. These will be placed on the concrete pads, and they will be screened by a shed like structure. Please see the picture below of the shed structure. These sheds have many integrated safety features to allow for safe operation of the filler. When the sheds are installed, the pad will have approximately 5 extra feet of concrete on each side to allow us to access them and perform any maintenance.**



5. Note that pursuant to Ordinance 85-864 Section 12.10(14), wire fencing or chain-link fence is not acceptable for screening purposes. This ordinance is attached for your reference.  
We would like to work with you to understand exactly what type of fencing Franklin would require for screening the tanks.
6. City Development staff suggest the installation of landscape screening to the east of the proposed LP tank area and concrete pad for filling units in order to screen this equipment from public view.  
We can have a discussion here. The filling units would be fully screened from view. The tanks are painted and in good condition, so we don't believe they will be an eyesore, but are open to discussion on this topic.
7. Do the proposed filling units generate smoke emissions, glare, heat, noise, odors or vibration? If so, please provide information attesting compliance with the Unified Development Ordinance (UDO) Section 15-3.1100 Hazard Abatement Performance Standards available at <https://ecode360.com/33225668>  
There is minimal noise from a pump. Non-odorized propellant is used, so no odors should be present or emitted. There is also no vibration, smoke, glare, or heat emitted.

#### **Engineering Department comments**

8. *Engineering has no comments for the Special Use proposal. However, on the proposed fence and pads, they need to submit a proposed Engineering plan (proposed grading, erosion control, etc.) for our review. A disturbance permit is required if more than 1/4 of an acre area of disturbance.*

EnergysUSA will be performing this work for us (<https://energysusa.com/>). The current plan has us installing approximately 3,576 square feet of concrete pads. There is a tentative plan to provide an access road to the filling pads which could add another approx 1,300 square feet of a crushed gravel type path. This should be well under ¼ acre of disturbance. The EnergysUSA proposal is attached.

#### **Fire Department comments**

9. *The fire department does not have a problem with the special use; however the applicant will need to provide confirmation that the building's sprinkler system is adequate and appropriate for the work processes taking place, and for the quantity and type of materials that will be stored and processed.*

Yes, this is agreed upon. We are currently working with DesignBuild (<http://www.designbuildfire.com/>) to design and develop the fire protection system for the plant. They will help us ensure that the system is fully compliant.

*General requirements are as follows:*

- 1. Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.*
- 2. Pre-existing fire alarm and fire sprinkler systems shall be maintained in compliance with relevant code.*

3. *Fire Extinguisher placement as per NFPA 10.*
4. *Fire Department Connection (FDC), and hydrant placement and density must be acceptable to AHJ (applies to new construction).*
5. *At no time may any Hazardous, Combustible, or Flammable Materials exceed allowable quantities.*
6. *Master Key set required for placement in Knox Box (if required).*
7. *Permitting and submittal instructions for fire protection system review and inspection can be found at: <https://www.franklinwi.gov/Departments/Fire.htm>*

### **Inspection Services Department comments**

*10. Inspection Services only has preliminary comments on the proposal at this time. Building, Plumbing, HVAC & electrical Permits will be required for any new work being done. An Occupancy permit will be needed to occupy the building for the new business. The LP gas storage area will need to be constructed/installed in accordance with the State of Wisconsin adopted International Fire Code and NFPA 58.*

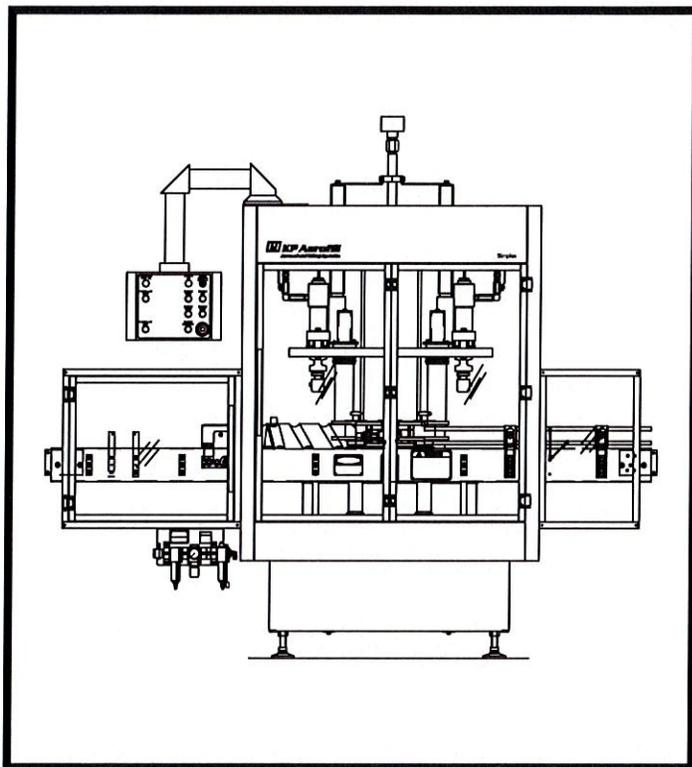
*This is understood and will be taken into account.*

### **Police Department comments**

*11. The PD has no comment regarding this request.*

# **PK Aerofill**

**Aerosol and Filling Systems**



## **Model 1660 Simplex Rotary Pressure Filler**

***Packaging Technologies***

807 West Kimberly Road  
Davenport, Iowa 52806 U.S.A.  
Phone (319) 391-1100

Manual Part No.: 075-01660-000 - ENGLISH

**OPERATOR & SERVICE**



PROPELLANT PLANT INSTALLATION

JAX, INC. FRANKLIN, WI

1. Energys USA, Inc will submit all required paperwork and site plans required by the State of WI for placement of the customer owned vessels. Includes 1 set of shop drawings, filing fee, and paperwork needed for conditional approval. All installations must follow WI current edition of NFPA 58 2011, and IFC 2012. Any additional requirements from local jurisdiction will be above and beyond this estimate. We recommend obtaining local fire marshal approval prior to state submittals.
2. Energys USA, Inc will excavate 2 common footings for tank placement. Footings will be 48'L x 9' W x 4'D and 22-feet on center. Footings will be backfilled if needed for ground strength rating of 2500lbs. Footings will be formed with #5 rod, 24-inches on center, and poured with 4000psi concrete at an estimated 24-inches thick.
3. Energys USA, Inc. will form and pour 3 sets of piers. Piers will be 16-inches thick, reinforced with #5 rod 12-inches on center throughout. Pier radius will match each existing vessel with rubber matting reinforced with stainless steel for tank isolation. All concrete will be 4000psi at 29-day. Minimum cure time before tank placement will be 15-days.
4. Energys USA, Inc. will provide crane service and rigging for tank placement. Includes semi and trailer available for staging vessels.
5. Energys USA, Inc. will provide all new valving for each vessel. Each liquid 3-inch inlet/outlet will include a 500gpm MEC pneumatic internal valve protected by a 3-inch FPT MEC globe valve. Each 2-inch liquid inlet will include a 2-inch 260gpm pneumatic internal protected by a 2-inch FPT MEC globe valve. Each 1 ¼-inch vapor equalization opening will include a 85gpm MEC mechanical internal protected by a 1 ¼-inch FPT globe valve.
6. Each vessel will include a new liquid level float gauge assembly. Monitor ready dial plate indicators are available. We recommend OTODATA monitoring. (We can provide their information). Each vessel will include a combination pressure gauge assembly with a 0-300psi gauge. Each vessel will include a -40-200-degree temperature gauge.
7. Top of each vessel will include a 2-inch mini quad port relief system with 3, 250psi reliefs. 2 reliefs will be in service on each vessel. 3<sup>rd</sup> relief will be used during routine replacement of reliefs, recommended every 10-years or sooner based on insurance requirements.
8. Energys USA, Inc. will pour one 24' W x 44' L 6-inch-thick equipment pad in front of vessels. Pad will extend from front piers out to approximately 10-feet from vessel heads.



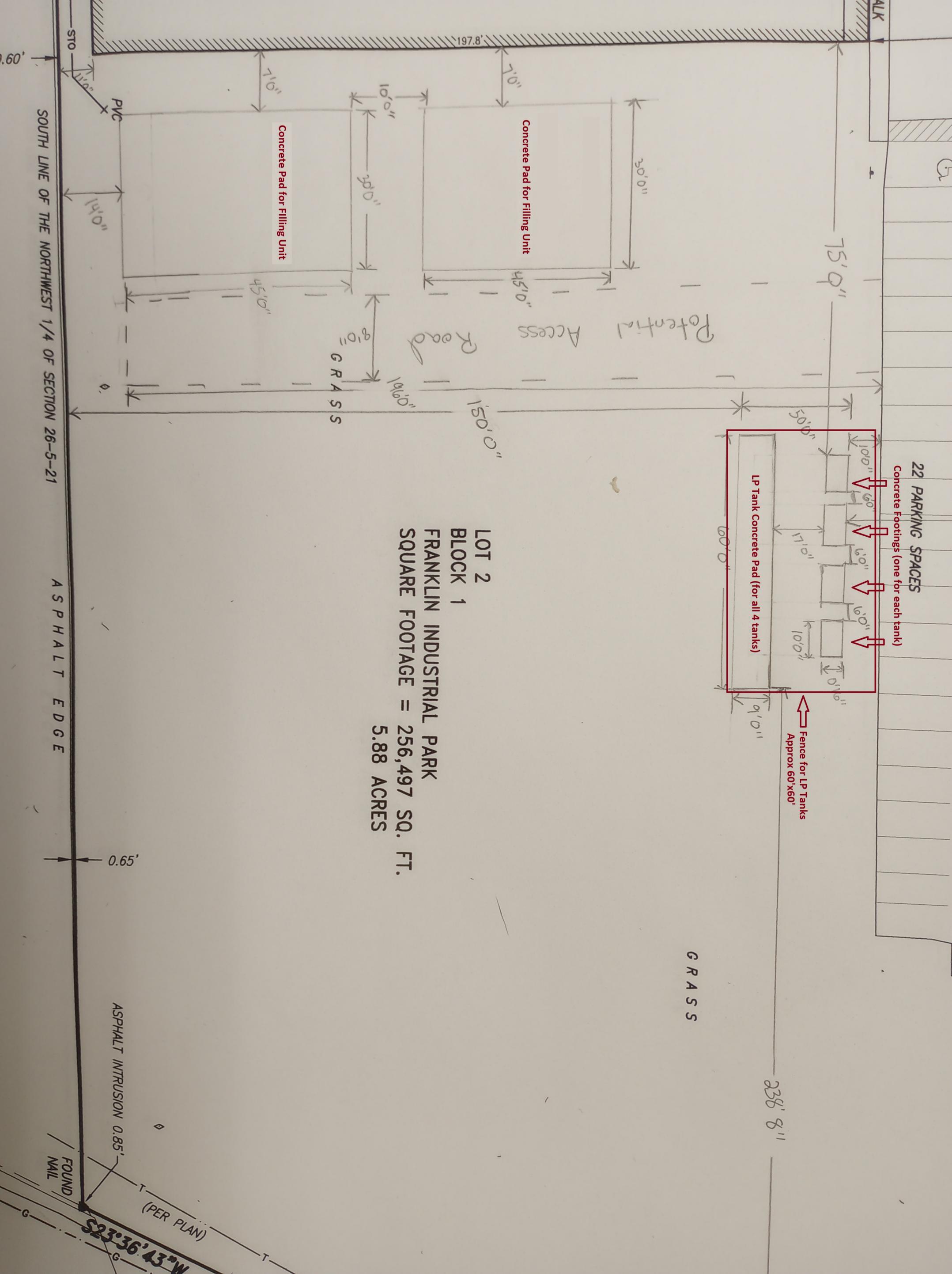
Equipment pad will be used to house each pump set assembly, pipe work, and transitions from each pump set.

9. Energys USA, Inc. will provide all mechanical interconnect in front of vessels. Pipe schedule will be A106 seamless carbon steel. All liquid supply to each pump set will be 2-inch welded. Each pump set return will be 2-inch welded/threaded. Pump outlets will be 2-inch welded and flanged for underground transitions.
10. Energys USA, Inc. will supply all new pump interconnect including new bypass assemblies, new 2-inch inlet strainers, new 2-inch inlet flex lines, and all required isolation valves and gauge sets needed. **See options below for pump set rebuilds or replacements.**
11. Provide and install one additional Z2000 Corken high differential pump set. Unit will be complete with a 5hp 3-phase motor, 225psi bypass, inlet strainer, flex, gauge set, and isolation valves. **Price of pump in optional section.**
12. Each pump set will be staged approximately 5-feet off vessel surface. All electrical interconnect, switch assemblies, and starters will be the responsibility of the site electrician.
13. Energys USA, will install 3, 3 x 1 ¼ -inch transport bulkhead stations. Each bulkhead will be staged on the North side of the vessels, 10-feet from the vessel surface, and even with the existing asphalt parking lot. Bulkheads will include a 3-inch site flow with back check and globe valve on transport fill and 1 ¼-inch ESV with globe valve and flex for vapor equalization. Each bulkhead will be protected by 2, 4-inch schedule 40 crash posts, concrete filled, and includes bollard covers. **See optional section for additional crash posts.**
14. Energys USA, Inc. will provide all mechanical interconnect from transport bulkheads to tank valving. Liquid inlet will be A106 seamless 3-inch carbon steel, welded. Vapor equalization will be A106 seamless 1 ¼-inch SCH80 threaded.
15. All pipe will be supported a minimum of every 10-feet. 440psi hydrostats will be install at all liquid trap points.
16. Energys USA, will install a complete pneumatic emergency shutdown system. Includes, nitrogen bottle mount (nitrogen provided by others), regulator, all pneumatic line, connections, and actuators. 2 Main ESV shutdown stations will be installed at rear piers in line of site from transport bulkheads. Additional shutdown station will be provided by the building next to the gas houses. System designed to run off tank vapor with nitrogen provisions during extreme cold weather operation.
17. Energys USA, Inc. will provide all underground pipe interconnect to gas houses. Each pump set will have 2, 2-inch underground transitions, one to each gas house.



Underground pipe will be A106 seamless, coated, carbon steel, welded at each section, and wrapped for protection. Includes all SCH40 transitions, dielectric isolation flanges, shutoffs, and hydrostatic protection. Each pipe transition will have a 17lb anode buried 4-feet deep with 14-gauge tracer wire and stainless lug connection at each riser. Includes initial cathodic testing. Annual cathodic testing will be required thereafter. Ground soil sampling will be required prior and is the responsibility of Jax. Pipe will be buried no less than 40-inches below grade. Minimum of 12-inch sand base and sand coverage included. Final grade provided with topsoil and seed.

18. All pipe will be pressure tested at 1 ½ times send out pressure for a minimum of 24-hours.
19. Energy USA will purge tank prior to first fill. Includes all manpower, flaring, and methanol. Jax to arrange transport truck on site for vapor supply.
20. Includes all tank decals including, Hazmat, Flammable, No Smoking and product identification labels.
21. Includes 2, 20LB ABC rated fire extinguisher with mounting brackets located next to each E-stop on outside piers.
22. Includes required Fire Safety Analysis.
23. Includes all travel, excavation, parts, labor, and per diem.
24. 2-year warranty on all parts and labor.
25. Annual service contract available for plant audit and safety inspection.
26. Includes all aboveground pipe paint. Pipe will be painted with 2 coats of direct to metal industrial white. All vapor and liquid labels will be installed at 10-foot minimum distance and at each transition.



LOT 2  
 BLOCK 1  
 FRANKLIN INDUSTRIAL PARK  
 SQUARE FOOTAGE = 256,497 SQ. FT.  
 5.88 ACRES



CITY OF FRANKLIN  
REPORT TO THE PLAN COMMISSION  
Meeting of August 18, 2022  
SITE PLAN

---

**RECOMMENDATION:** City Development staff recommends approval of the Site Plan Amendment subject to the conditions of approval in attached draft Resolution.

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<b>Project Name:</b>	Joint Venture LLC Site Plan Amendment
<b>Project Address:</b>	6350 S 35th Street
<b>Applicant:</b>	Joint Venture LLC
<b>Property Owner:</b>	Joint Venture LLC
<b>Current Zoning:</b>	R-8 – Multiple-Family Residence District, C-1 – Conservancy District, FC – Floodplain Conservancy District, FW – Floodway District
<b>2025 Comprehensive Plan</b>	Residential – Multi-Family
<b>Use of Surrounding Properties:</b>	Multi-Family Residential to the north, northwest, and south; PDD 14 (Home Depot) to the east; and a Grobschmidt Park to the west
<b>Applicant Action Requested:</b>	Approval of the Site Plan Amendment
<b>Planner:</b>	Marion Ecks, AICP, Associate Planner

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**INTRODUCTION**

This Site Plan Amendment has been requested to allow for construction of a shed to store outdoor maintenance equipment for the multifamily residential complex at this location. The proposed shed will be located adjacent to an existing parking lot; no vehicles will be stored inside the shed. At the time of the original request, the applicant wished to install a 24’X30’ (720 square feet). An alternate design of a 16’X40’ (640 square feet) has subsequently been proposed.

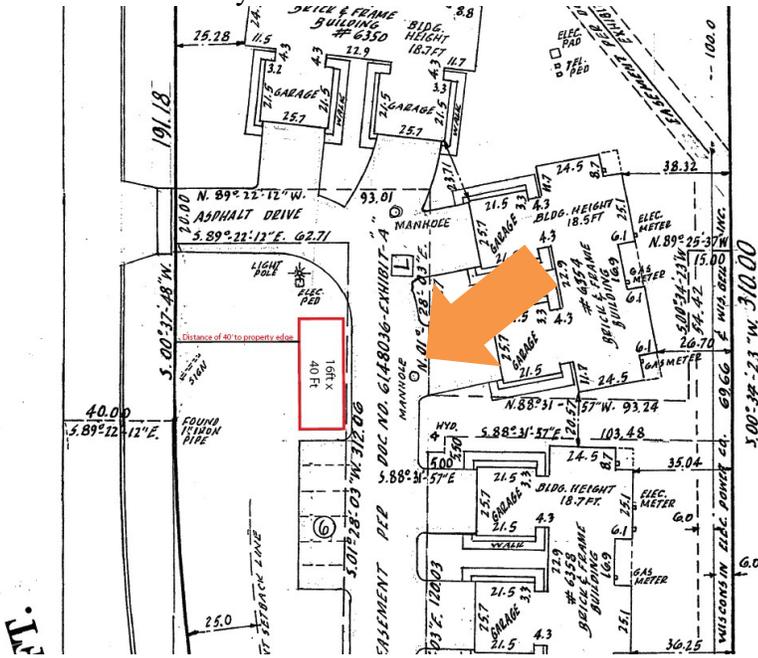
The original site plan for this development was adopted as part of a Special Use approval in 1985 via Resolution No. 85-2542.

**PROJECT ANALYSIS:**

There are a few existing constraints to the property that impact the design and development of this project.

1. **Setbacks.** Accessory structures may not be located in a front yard, meaning that the structure may not be closer to the property line than a residential building (§15-3.0801B). In addition, the required front yard setback of 30’ is increased by one additional foot for each two feet over 35 feet of building height for principal structures (Table 15-3.0209A(c)). The proposed shed designs meets these requirements.
2. **Easements.** The applicant must verify that the structure will not be located within any easement (§15-3.0801D, §15-7.0103X). The site plan is not showing the offset distance of the proposed

garage from the existing sanitary main. They will need to show the garage is 10-ft minimum offset from the sanitary main or outside the easement.



Inspection on site is required as a condition of approval in order to verify the 10-ft minimum offset from the sanitary main.

### UNIFIED DEVELOPMENT ORDINANCE REQUIREMENTS

This property is zoned §15-3.0209: R-8 Multiple-Family Residence District, with areas of C-1 – Conservancy District, FC – Floodplain Conservancy District, and FW – Floodway District. The proposed addition is not in the areas of conservation or flood zoning. In addition to the requirements of the zoning, Site Plan applications are subject to the standards of §15-7.0100: Site Plan review. Accessory Structures such as sheds and garages are subject to the standards of § 15-3.0801: General Standards for Accessory Uses and Structures. The Plan meets the requirements of the UDO with regards to setbacks and building dimensions.

### STAFF RECOMMENDATION

City Development Staff recommends approval of this Site Plan subject to the conditions in the draft resolution.

## RESOLUTION NO. 2022-\_\_\_\_\_

A RESOLUTION AMENDING THE SITE PLAN FOR PROPERTY  
GENERALLY LOCATED AT 6350 SOUTH 35TH STREET TO  
ALLOW FOR CONSTRUCTION OF A DETACHED GARAGE  
(TAX KEY NO. 714-9988-002)  
(JOINT VENTURE L.L.C., APPLICANT)

---

WHEREAS, Joint Venture, L.L.C. having applied for an amendment to the Site Plan for the property generally located at 6350 South 35th Street, such Site Plan having been previously approved by Resolution No. 85-2542; and

WHEREAS, such proposed amendment proposes construction of a 24 foot by 30 foot detached garage for a residential multi-family complex (for storage of landscaping and other exterior maintenance equipment) adjacent to the parking area facing South 35th Street, and the Plan Commission having reviewed such proposal and having found same to be in compliance with and in furtherance of those express standards and purposes of a Site Plan review pursuant to Division 15-7.0100 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Site Plan for Joint Venture, L.L.C., dated July 21, 2022, as submitted by Joint Venture, L.L.C., as described above, be and the same is hereby approved, subject to the following conditions:

1. Joint Venture, L.L.C., successors and assigns and any developer of the Joint Venture, L.L.C. detached garage construction within the residential multi-family complex project shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Joint Venture, L.L.C. detached garage construction within the residential multi-family complex project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
2. The approval granted hereunder is conditional upon Joint Venture, L.L.C. and the detached garage construction within the residential multi-family complex project for the property generally located at 6350 South 35th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

JOINT VENTURE, L.L.C. - SITE PLAN AMENDMENT  
RESOLUTION NO. 2022-\_\_\_\_\_

Page 2

3. The Joint Venture, L.L.C. detached garage construction within the residential multi-family complex project shall be developed in substantial compliance with the plans City file-stamped July 21, 2022.
4. The applicant must verify that the structure will not be located within any easement (§15-3.0801D, §15-7.0103X). Inspection on site is required prior to the issuance of building permits in order to verify the 10-ft minimum offset from the sanitary main.

BE IT FURTHER RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Joint Venture, L.L.C. detached garage construction within the residential multi-family complex as depicted upon the plans City file-stamped July 21, 2022, attached hereto and incorporated herein, shall be developed and constructed within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin; and the Site Plan for the property generally located at 6350 South 35th Street, as previously approved, is amended accordingly.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

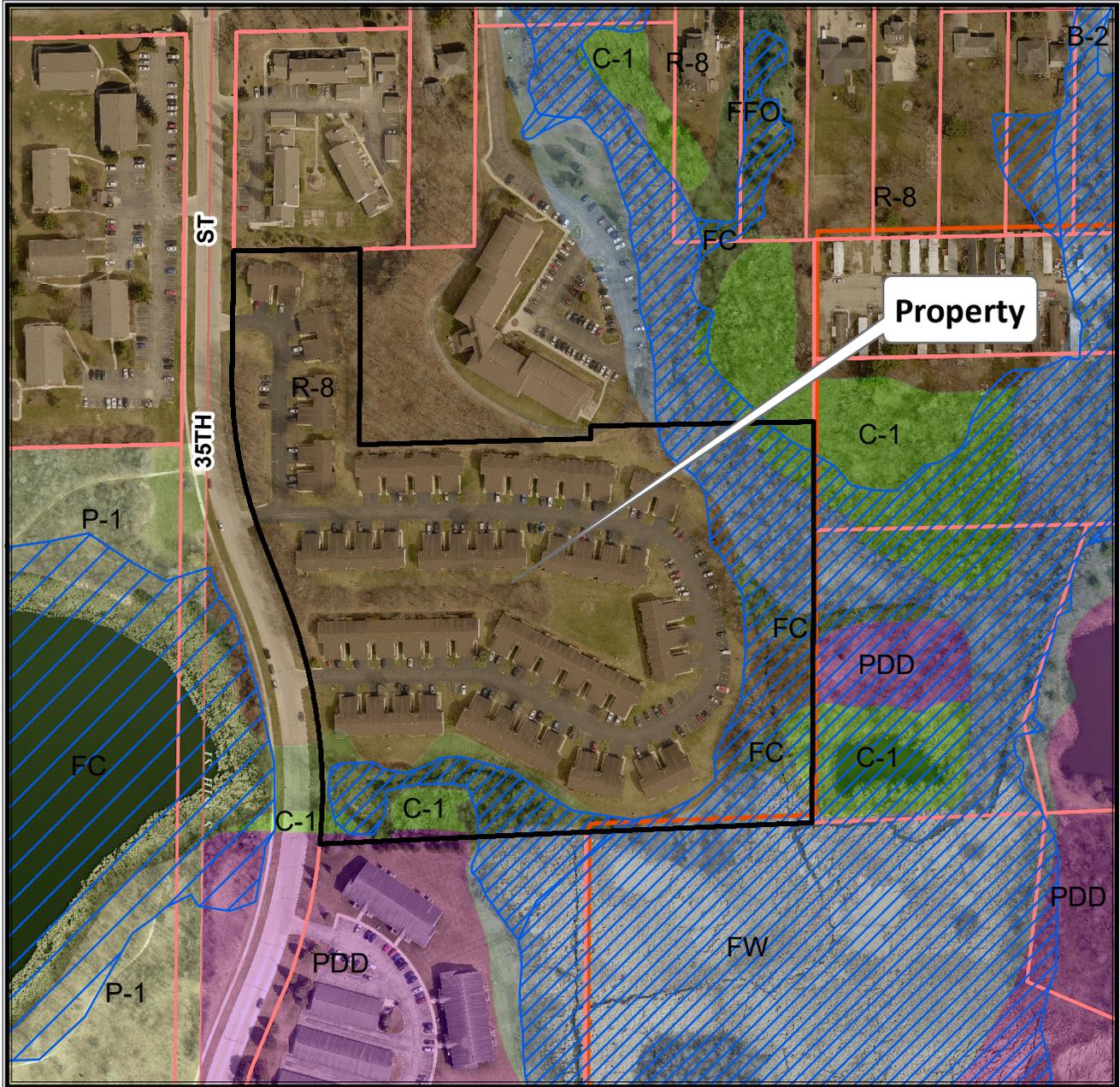
\_\_\_\_\_  
Stephen R. Olson, Chairman

ATTEST:

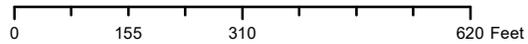
\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

Address: 6350 S. 35th Street  
TKN: 714 9988 002

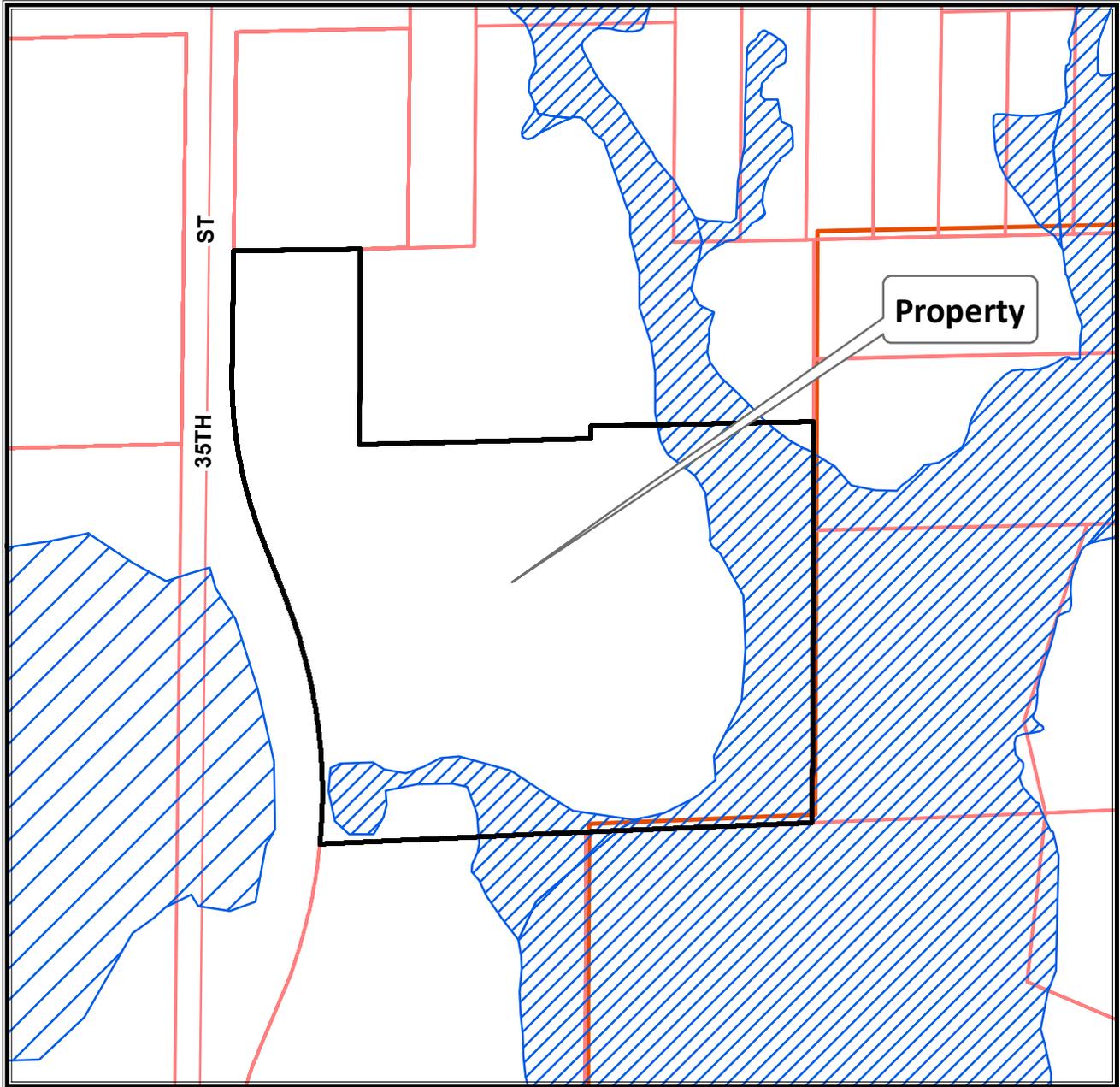


Planning Department  
(414) 425-4024

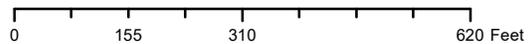


*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*

Address: 6350 S. 35th Street  
TKN: 714 9988 002



**Planning Department**  
**(414) 425-4024**



*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*





7/21/2022

## Garage/Shed Construction Proposal

**Name of the construction project:** Parkwood Village Townhomes Storage Garage/Shed

**The project will be constructed at:** 6350 S 35<sup>th</sup> St.  
Franklin, WI 53132

**Tax Key:** 714 9988 002

**Project Plan:** A storage garage/shed will be built on the property in the North West corner of the property adjacent to 6350 S. 35<sup>th</sup> St and across from 6354 S. 35<sup>th</sup> st. All setbacks and easments will be maintained and there will be no changes to parking or landscaping.

**Designs:** The structure proposed will be either a storage garage with a footprint of 30' x 24' or a storage shed with a footprint of 16' x 40'. The structure will be 1 story and less than 15' high. It will be built with the same siding and shingles of the current buildings to match the design of the property.

**Construction Start Date:** We hope to have construction started this year upon approval of the site plan ammenment and issuing of permits.

**Attached are the Following:**

- **Site Plan for Garage**
- **Site Plan for Shed**
- **Calculations for Site Intensity & Capacity Calculations**
- **Answers to the Staff Comments for the Site Plan Amendment**
  - **Answers are in BLUE**

For further details contact the undersigned.

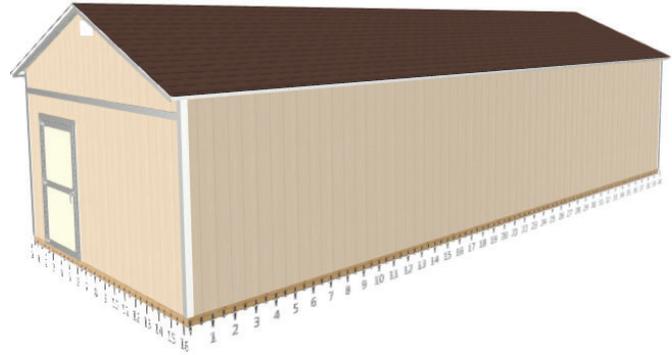
Zachary Galicki, Property Manager  
Trike Property Management  
P.O. Box 11159  
Milwaukee, WI 53211  
Phone: 414-332-5500  
Fax: 414-332-5511  
Email: Zachary@trikepm.com

Mailing Address:  
P.O. BOX 11159  
Milwaukee, WI 53211

Phone: 414-332-5500 x104  
Fax: 414-332-5511  
Email: Zachary@trikepm.com



Michael Askotzky  
6350 S. 35th Street  
Franklin WI 53132  
Q-1680650



Wall D



Wall B

**Base Details**

**Building Size & Style**

Premier Pro Tall Ranch - 16' wide by 40' long

**Door**

4' x 6'7" Single Shed Door, Left Hinge Placement

**Paint Selection**

Base: Almond Brittle, Trim: Delicate White

**Roof Selection**

Hickory Dimensional Premium Shingle

**Drip Edge**

White

**Is a permit required for this job?**

Yes

**Who is pulling the permit?**

Tuff Shed

**Options Details**

**Special Instructions**

single Door to face south

**Doors**

Roll-Up Canister Door (8' x 7'), , Heavy Duty Ramp Pair  
4' x 6'7" Single Shed Door, Left Hinge Placement

**Transoms**

15 Ea Transom Window (16"x8")

**Walls**

112 Lin Ft Wall Height - 1' increase from standard

**Floor and Foundation**

640 Sq Ft PT Floor Frame in lieu of Steel  
640 Sq Ft 12" OC Joist Spacing

**Vents**

2 Ea 16"x8" Wall Vent - White

**Jobsite/Installer Details**

**Do you plan to insulate this building after Tuff Shed installs it?**

No

**Is there a power outlet within 100 feet of installation location?**

No

**The building location must be level to properly install the building. How level is the install location?**

Within 4" of level

**Will there be 18" of unobstructed workspace around the perimeter of all four walls?**

Yes

**Can the installers park their pickup truck & trailer within approximately 200' of your installation site?**

Yes

**Substrate Shed will be installed on?**

blacktop

DocuSigned by:

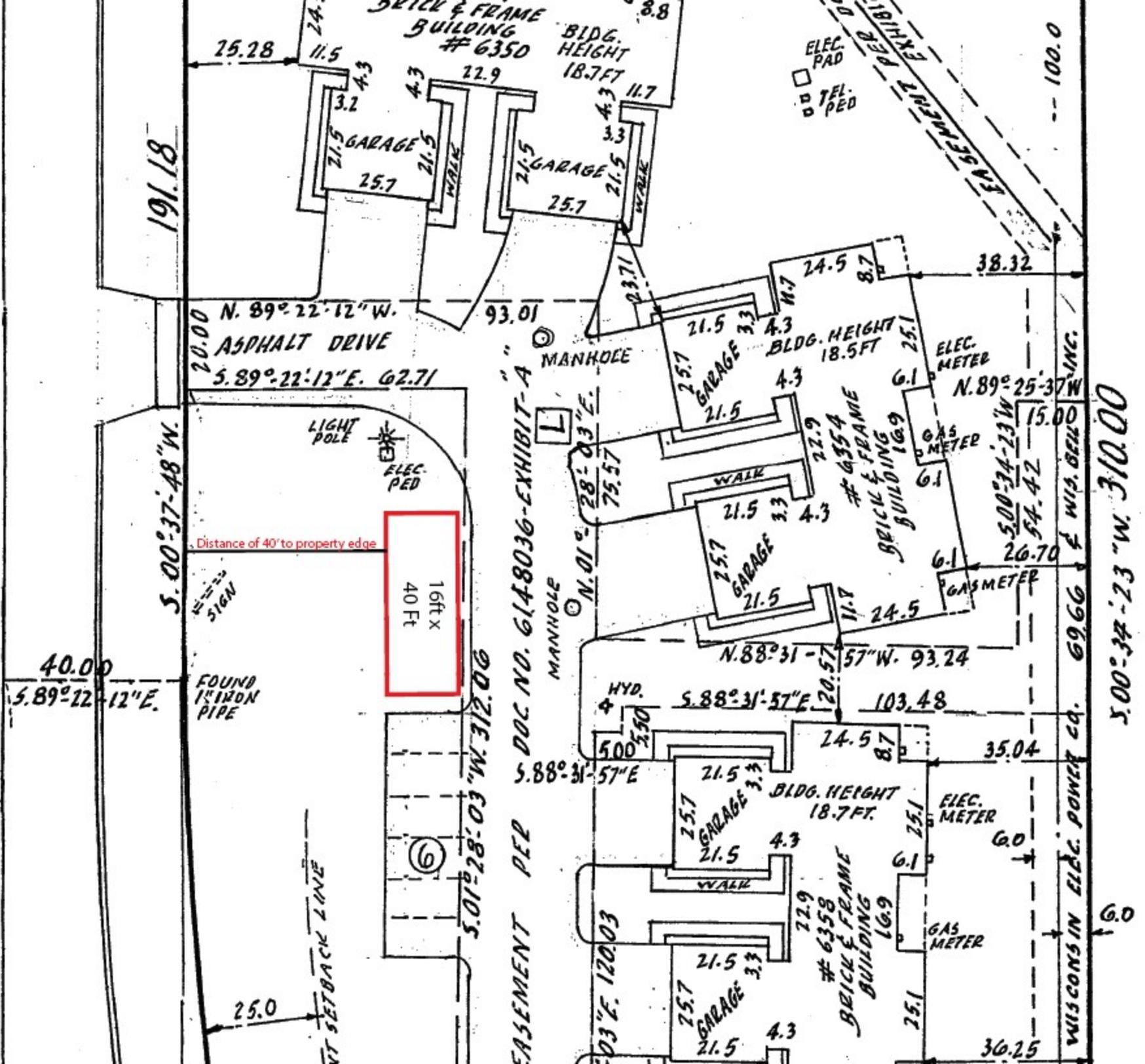
*Michael Askotzky*

Signature:

7FDF78075E68419...

Date: 6/3/2022

11



191.18

20.00 N. 89° 22' 12" W.  
ASPHALT DRIVE  
5.89° 22' 12" E. 62.71

5.00° 37' 48" W.

Distance of 40' to property edge

16ft x  
40 Ft

40.00  
5.89° 22' 12" E.

FOUND IRON PIPE

25.0

SETBACK LINE

5.01° 28' 03" E.  
75.57  
5.01° 28' 03" E.  
75.57  
5.01° 28' 03" E.  
75.57

EASEMENT PER DOC. NO. 6148036-EXHIBIT-A

MANHOLE

MANHOLE

HYD.

5.88° 31' 57" E

5.88° 31' 57" E. 103.48

N. 88° 31' 57" W. 93.24

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ELEC. PAD  
TEL. PAD

ELEC. METER

</

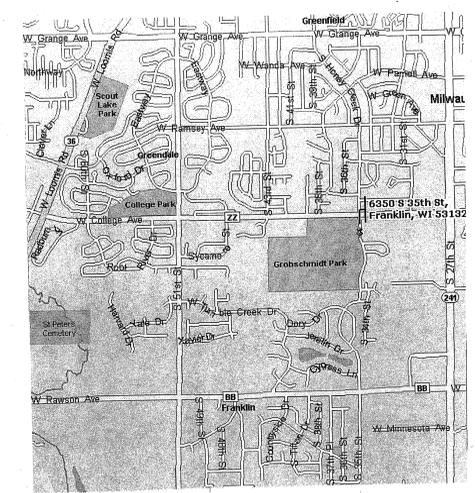
# ALTA/ACSM LAND TITLE SURVEY

KNOWN AS 6350 SOUTH 35TH STREET, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN  
 PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO. 3838, BEING A PART OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION ONE (1), TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-ONE (21) EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN RECORDED ON MARCH 13, 1980, IN REEL 1283, IMAGE 708-714 INCLUSIVE, AS DOCUMENT NO. 5387808, EXCEPTING THAT PART CONVEYED TO CITY OF FRANKLIN BY DOCUMENT NOS. 5430772 AND 5462368.  
 JUNE 2, 2005 PARKWOOD VILLAGE NOTES SURVEY NO. 162407-MS  
 REVISED CERTIFICATION AND NOTES

- NOTES:
- BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 1 WHICH IS ASSUMED TO BEAR NORTH 00°37'48" EAST
  - THIS SURVEY WAS PREPARED BASED ON TRANSTATION TITLE COMPANY TITLE COMMITMENT NO. 05501501M, EFFECTIVE DATE OF APRIL 18, 2005, WHICH LISTS THE FOLLOWING EASEMENTS AND/OR RESTRICTIONS:
    - D. DRAINAGE EASEMENT AS SHOWN ON THE RECORDED CERTIFIED SURVEY MAP. AFFECTS SITE BY LOCATION - SHOWN
    - E. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN RESOLUTION RECORDED AS DOCUMENT NO. 5062573. AFFECTS SITE BY LOCATION - GENERAL IN NATURE, CANNOT BE PLOTTED
    - F. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN RESOLUTION RECORDED AS DOCUMENT NO. 5283276. AFFECTS SITE BY LOCATION - GENERAL IN NATURE, CANNOT BE PLOTTED
    - H. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN RESOLUTION RECORDED AS DOCUMENT NO. 5669790. AFFECTS SITE BY LOCATION - GENERAL IN NATURE, CANNOT BE PLOTTED
    - I. SEWER EASEMENT GRANTED BY AN INSTRUMENT RECORDED AS DOCUMENT NO. 5684485. AFFECTS SITE BY LOCATION - SHOWN
    - J. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN RESOLUTION RECORDED AS DOCUMENT NO. 5799899. AFFECTS SITE BY LOCATION - GENERAL IN NATURE, CANNOT BE PLOTTED
    - K. UTILITY EASEMENT GRANTED BY AN INSTRUMENT RECORDED AS DOCUMENT NO. 6124599. AFFECTS SITE BY LOCATION - SHOWN
    - L. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN WATER MAINS RECORDED AS DOCUMENT NO. 6148036. AFFECTS SITE BY LOCATION - SHOWN
    - M. UTILITY EASEMENT GRANTED BY AN INSTRUMENT RECORDED AS DOCUMENT NO. 6157956. AFFECTS SITE BY LOCATION - SHOWN
    - N. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN WATER MAINS RECORDED AS DOCUMENT NO. 6182271. AFFECTS SITE BY LOCATION - SHOWN
    - O. UTILITY EASEMENT GRANTED BY AN INSTRUMENT RECORDED AS DOCUMENT NO. 6438000. SHOWN AS APPROXIMATE LOCATION. EXHIBIT "A" DOES NOT CLOSE MATHEMATICALLY.
    - P. CITY OF MILWAUKEE WATER MAIN EASEMENT W.E.596C APPROVED BY THE CITY, BUT NOT RECORDED - SHOWN.
  - ACCORDING TO FLOOD INSURANCE RATE MAP OF THE CITY OF FRANKLIN, COMMUNITY PANEL NO. 550273 0005B, EFFECTIVE DATE OF JANUARY 6, 1982, THIS SITE FALLS IN ZONES A-2 (AREAS OF 100 YEAR FLOOD) AND C (AREAS OF MINIMAL FLOODING)
  - THERE ARE 63 REGULAR AND 2 HANDICAPPED PARKING SPACES MARKED ON THIS SITE.
  - THE BASIC ZONING INFORMATION LISTED BELOW IS TAKEN FROM MUNICIPAL CODES AND DOES NOT REFLECT ALL REGULATIONS THAT MAY APPLY - SITE IS ZONED R-8 GENERAL RESIDENCE DISTRICT MULTI-FAMILY DWELLING
- FRONT SETBACK - 25'  
 SIDEYARD SETBACK - 10'  
 REARYARD SETBACK - 25'  
 MAXIMUM HEIGHT - 100'

6. SQUARE FOOTAGE OF BUILDINGS

BUILDING ADDRESSES	SQ. FT.
6350	3,653 S.F.
6354	3,653 S.F.
6358	3,653 S.F.
6362	3,653 S.F.
6388	3,653 S.F.
6366	7,306 S.F.
6370	7,306 S.F.
6378	7,306 S.F.
6384	7,306 S.F.
6380	9,130 S.F.
6410	3,862 S.F.
6414	3,862 S.F.
6418	11,580 S.F.
6422	11,580 S.F.
6422	7,720 S.F.
6430	7,720 S.F.
6400	5,790 S.F.



VICINITY SKETCH

TO: JOINT VENTURE LLC D/B/A PARKWOOD VILLAGE TOWNHOMES, LAND TITLE SERVICES, INC., MORGAN STANLEY MORTGAGE CAPITAL, INC., MORGAN STANLEY BANK, CAPSTONE REALTY ADVISORS, LLC, TRANSTATION TITLE COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1989 AND INCLUDES ITEMS 2, 3, 4, 5, 7(A), 7(B)(1), 8, 9, 10, 11(A) AS TO UTILITIES, SURFACE MATTERS ONLY) AND 15 OF TABLE "A" THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD PROCEDURES, INSTRUMENTATION, AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR SURVEY MEASUREMENTS" WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS, AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JUNE 2, 2005

STEPHAN G. SOUTHWELL  
 REGISTERED LAND SURVEYOR  
 REGISTRATION NO. S-1939

**National Survey & Engineering**  
 A Division of R.A. Smith & Associates, Inc.

262-781-1000  
 Fax 262-797-7373  
 16745 W. Bluemound Road  
 Suite 200  
 Brookfield, WI 53005-5938  
 www.nsae.com

162407AS11E30MS



SCALE: 1"=40'



CITY OF FRANKLIN  
REPORT TO THE PLAN COMMISSION  
Meeting of August 18, 2022  
CONDOMINIUM PLAT

---

**RECOMMENDATION:** City Development staff recommends approval of the Woodfield Trail Condominium Plat, subject to the conditions set forth in the attached resolution.

---

<b>Property Owner:</b>	<b>Woodfield Trail, Condominium Plat</b>
<b>Applicant:</b>	S.R. Mills. Boomtown, LLC
<b>Property Address/Tax Key Number:</b>	12000 W Loomis Rd.
<b>Aldermanic District:</b>	District 6
<b>Agent:</b>	Daniel Szczap. Bear Development, LLC
<b>Zoning District:</b>	R-8 – Multiple-Family Residence District
<b>Use of Surrounding Properties:</b>	North: Planned Development District No. 40 (Cape Crossing), single-family residential. South: Vacant properties zoned residential, R-2 and R-8. East: Vacant and single-family residential zoned R-8 West: We-energies right-of-way and vacant land owned by the State of Wisconsin.
<b>Proposal:</b>	Two-family residential condominium with 26 dwelling units served by a cul-de-sac street.
<b>Staff Planner:</b>	Régulo Martínez-Montilva, AICP, Principal Planner

---

Condominium Plat application submitted on July 8, 2020, for the Woodfield Trail Condominium development, which consists of 13 duplex ranch style buildings for a total of 26 dwelling units. The Woodfield Court cul-de-sac street is depicted for reference only and it should be dedicated by a separate instrument because Condominium Plats cannot create public streets or dedicate any area to the public in accordance with the current Wisconsin Platting Manual.

Special Use and Site Plan have already been approved for this project in June 2022, pending conditions of approval include a landscape bufferyard easement along Loomis Road and conservation easement for protected natural resources. The landscape bufferyard easements was approved by the Common Council on July 19, recording is pending; and the conservation easement was submitted for review to the City Development Department.

Other outstanding conditions approval that should be addressed during the developer’s agreement are listed below:

- Natural Resource Special Exception (NRSE)
  - Condition #5, that the applicant shall place boulders or other markers to demarcate the wetland setback on the property.
  - #8, that the applicant incur only temporary impacts to wetland setback and buffer, which shall be restored to the standards of UDO §15-4.0102I for wetland setback and UDO §15-4.0103B5 for wetland buffer.

- #9, that the applicant provide for repair of the pond drainage tile/pipe between the pond edge and the outlet at Ryan Road, subject to a revised conservation easement; and for the removal of buckthorn with a minimum expenditure of \$10,000.
- Special Use resolution
  - Condition #6, The sidewalk or multi-use trail on the south side of Ryan Road, between the future Woodfield Court and the east boundary of this development, should be included in the development agreement.

Pursuant to UDO Section 15-7.0603.D, the condominium declaration and bylaws is subject to review by the City Attorney. City Attorney comments are included in the staff memorandum dated August 2, 2022, which the applicant has addressed in the Plan Commission submittal received on August 9, 2022.

**STAFF RECOMMENDATION:**

A motion to recommend approval of the Woodfield Trail Condominium Plat, subject to the conditions set forth in the attached resolution.

## RESOLUTION NO. 2022-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
WOODFIELD TRAIL, A CONDOMINIUM AT 12000 WEST LOOMIS ROAD  
(STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC,  
APPLICANT, BOOMTOWN, LLC, PROPERTY OWNER)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a condominium plat for Woodfield Trail, a Condominium (total development includes 26 dwelling units arranged in 13 side-by-side duplex structures, such plat being a part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the northeast corner of the Northwest 1/4 of said Section 30; thence South 89°31'45" East along the north line of said Northwest 1/4, 1325.63 feet to the North 1/8 Section Corner as described by the Original 1857 Section Survey of Township 5 North Range 21 East; thence South 00°34'12" East, 24.75 feet to the Point of Beginning; Thence continuing South 00°34'12" East and then along the west line of Certified Survey Map No. 8907, 918.52 feet to the north right of way line of West Loomis Road - State Trunk Highway "45" - State Trunk Highway "36"; thence South 75°45'51" West along said north right of way line, 897.94 feet; thence North 01°15'54" West, 454.13 feet to the south line of the Wisconsin Electric Power Company right of way, as recorded in the Register of Deeds office for Milwaukee County in Volume 1395, Page 367, and a point on a curve; thence northeasterly 923.45 feet along the arc of said curve to the left, whose radius is 7877.60 feet and whose chord bears North 41°51'35" East, 922.92 feet; thence North 89°31'45" West, 255.39 feet to the Point of Beginning, more specifically, of the property located at 12000 West Loomis Road, bearing Tax Key No. 891-9011-000, Stephen R. Mills, President of Bear Development, LLC, applicant; said Condominium Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the Department of City Development and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on August 18, 2022, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed condominium plat is appropriate for approval pursuant to law upon certain conditions and is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin, and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Condominium Plat for Woodfield Trail, a Condominium, as submitted by Stephen R. Mills, President of Bear Development, LLC, as

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
WOODFIELD TRAIL, A CONDOMINIUM  
RESOLUTION NO. 2022-\_\_\_\_\_

Page 2

described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, and that all minor technical deficiencies within the Condominium Plat be rectified, all prior to the recording of the Condominium Plat.
2. Boomtown, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Woodfield Trail, a Condominium development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Stephen R. Mills, President of Bear Development, LLC, applicant, and the Woodfield Trail, a Condominium development for the property located at 12000 West Loomis Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The Woodfield Trail, a Condominium development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
5. This resolution is not accepting any dedication of land for right-of-way purposes. A separate instrument, such as Certified Survey Map or deed, shall be required for dedication of land for right-of-way purposes.
6. The applicant shall revise the Condominium Plat to add the label pertaining to the Landscape Bufferyard easement adjacent to Loomis Road, prior to recording with the Milwaukee County Register of Deeds.
7. The applicant shall revise the Declaration of Condominium to update the condominium address, prior to recording with the Milwaukee County Register of Deeds.
8. The road dedication and proposed easements (Watermain, Storm Water Management Access, Trail, Conservation and Landscape Bufferyard) must be approved and

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
WOODFIELD TRAIL, A CONDOMINIUM  
RESOLUTION NO. 2022-\_\_\_\_\_

Page 3

accepted by the Common Council before recording the condo plat and easements.

9. The Woodfield Trail Condominium shall be developed in substantial compliance with previously approved Special Use, Resolution No. 2022-7873, and Site Plan, Plan Commission Resolution No. 2022-016.
10. This Condominium Plat shall be recorded with the Milwaukee County Register of Deeds by the City Clerk prior to the issuance of building permits.
11. Following the recording of the plat, the applicant shall provide a copy of the recording information and final condominium plat to the Engineering Department and Department of City Development.

BE IT FURTHER RESOLVED, that the Condominium Plat for Woodfield Trail, a Condominium be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 12 months from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 12 months of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a condominium plat, the City Clerk is hereby directed to obtain the recording of the Condominium Plat for Woodfield Trail, a Condominium with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

---

Stephen R. Olson, Mayor

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
WOODFIELD TRAIL, A CONDOMINIUM  
RESOLUTION NO. 2022-\_\_\_\_\_

Page 4

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

## MEMORANDUM

Date: August 2, 2022  
To: Daniel Szczap. Bear Development, LLC.  
From: Department of City Development  
Régulo Martínez-Montilva, AICP, Principal Planner  
RE: Applications for Condominium Plat – Woodfield Trail  
12000 W. Loomis Road

---

Staff comments are as follows for the above-referenced application received on July 8, 2022:

### **City Development Department comments**

1. **Street name.** As previously pointed out by the Engineering Department, there is already street named “Woodfield Court” in the city of Franklin. Please use a different street name and update the condominium plat and declaration accordingly.
2. **Landscape bufferyard easement.** Please update the landscape bufferyard easement area, attached exhibit associated with the easement approved by the Common Council on July 19.
3. **Approximate square footage of each unit.** Pursuant to Wisconsin Statutes §703.11(c), please add the approximate square footage of each unit to the condominium plat.

### **Engineering Department comments**

4. *Proposed Woodfield Trail Condominium Plat:*

- 1) *Rename the street name. Woodfield court is already in use.*
- 2) *Show on the proposed condominium the 20 ft wide trail easement (Northwest corner), the 20 ft wide water main easement (Southeast corner), and the conservancy easement.*
- 3) *Relabel the Storm Water Access Easement to Storm Water Management Access Easement.*

*Note: The road dedication and the proposed easements (Watermain, Storm Water Management Access, Trail, and Conservancy) must be approved and accepted by the Common Council before recording the condo plat and easements.*

### **City Attorney comments** (regarding condominium declaration and bylaws)

5. *Below is the City standard form provision which goes in subdivisions re: homeowners’ association, etc., so the terms re: “Association” etc., would need to be changed to be applicable; developer can do the redraft when putting it in the Declaration, and the thought is also that it should/might as well go in the Bylaws. Understand there are common areas, the maintenance enforcement provision only exists for that, and the review is only for that. Thanks.*

*City proforma terms:*

*\_\_\_) Enforcement of Maintenance Obligations by the City. In the event that the Association, the Management Company, and/or any other person or entity then responsible to do so (collectively, the "Association"), fails to maintain the Common Property as required hereunder, the City of Franklin may serve written notice upon the Association and/or upon the Owner(s) of the Property subject to this Declaration, setting forth the manner in which the Association has failed to maintain the Common Property as required, and demanding that such deficiencies be remedied within thirty (30) days thereof. If the deficiencies set forth in the notice shall not be remedied as required, the City, in order to preserve taxable values in the area and to prevent the Common Property from becoming a public nuisance, may enter upon said Common Property to remedy and maintain same using its own employees or contracting with others, and taking such actions as is necessary in its sole discretion to correct the failure to maintain. Said entry and maintenance shall not vest in the public any rights to use the Common Property except in the event same is voluntarily dedicated to the public and accepted by the City pursuant to law. If the City shall determine that the Association is ready and able to maintain said Common Property as required hereunder, the City shall then cease to maintain said Common Property and give notice thereof to the Association and/or Property Owner(s). If the City shall determine that the Association is not ready or willing or able to maintain said Common Property as required hereunder, the City may, in its discretion, continue to maintain said Common Property. All costs associated with such maintenance and/or corrective action shall be levied as a special charge for current services against all properties, being all the Lots in the Subdivision, benefiting therefrom, according to their Percentage Interests in the Common Property, in accordance with §§ 66.0627 Special Charges for Current Services and Certain Loan Repayments and/or 66.0628 Fees Imposed by a Political Subdivision, of the Wisconsin Statutes as applicable, and applicable provisions of the Franklin Municipal Code, or as a City special assessment under §§ 66.0701 Special Assessments by Local Ordinance, and 66.0703 Special Assessments, Generally, of the Wisconsin Statutes as applicable, and applicable provisions of the Franklin Municipal Code, at the City's discretion. The performance of any such work shall not be deemed an act of dedication to the public, nor shall it constitute an assumption by the City of any duty to perform any other or further work. This paragraph may be amended only with the express consent of the City. Nothing contained herein nor any act or omission of the City of Franklin hereunder, shall be construed to create any obligation or liability on the part of the City of Franklin, its agents or designees, whatsoever.*

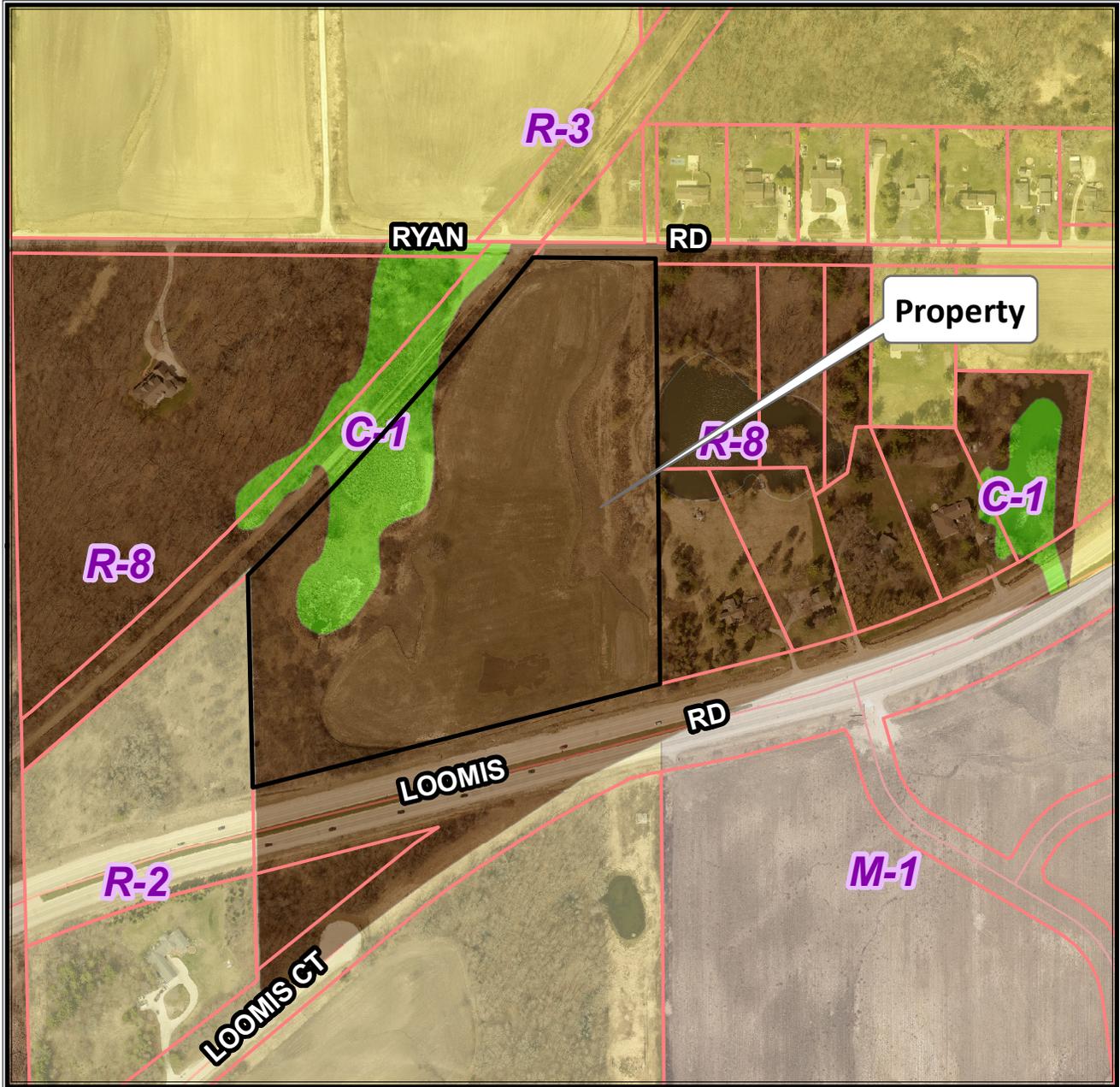
**Inspection Services Department comments**

6. *Inspection Services has no comments on the proposal at this time.*

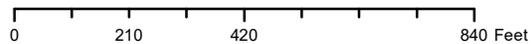
**Police Department comments**

7. *The PD has no comment regarding this request.*

12000 W. Loomis Road  
TKN: 891 901 000

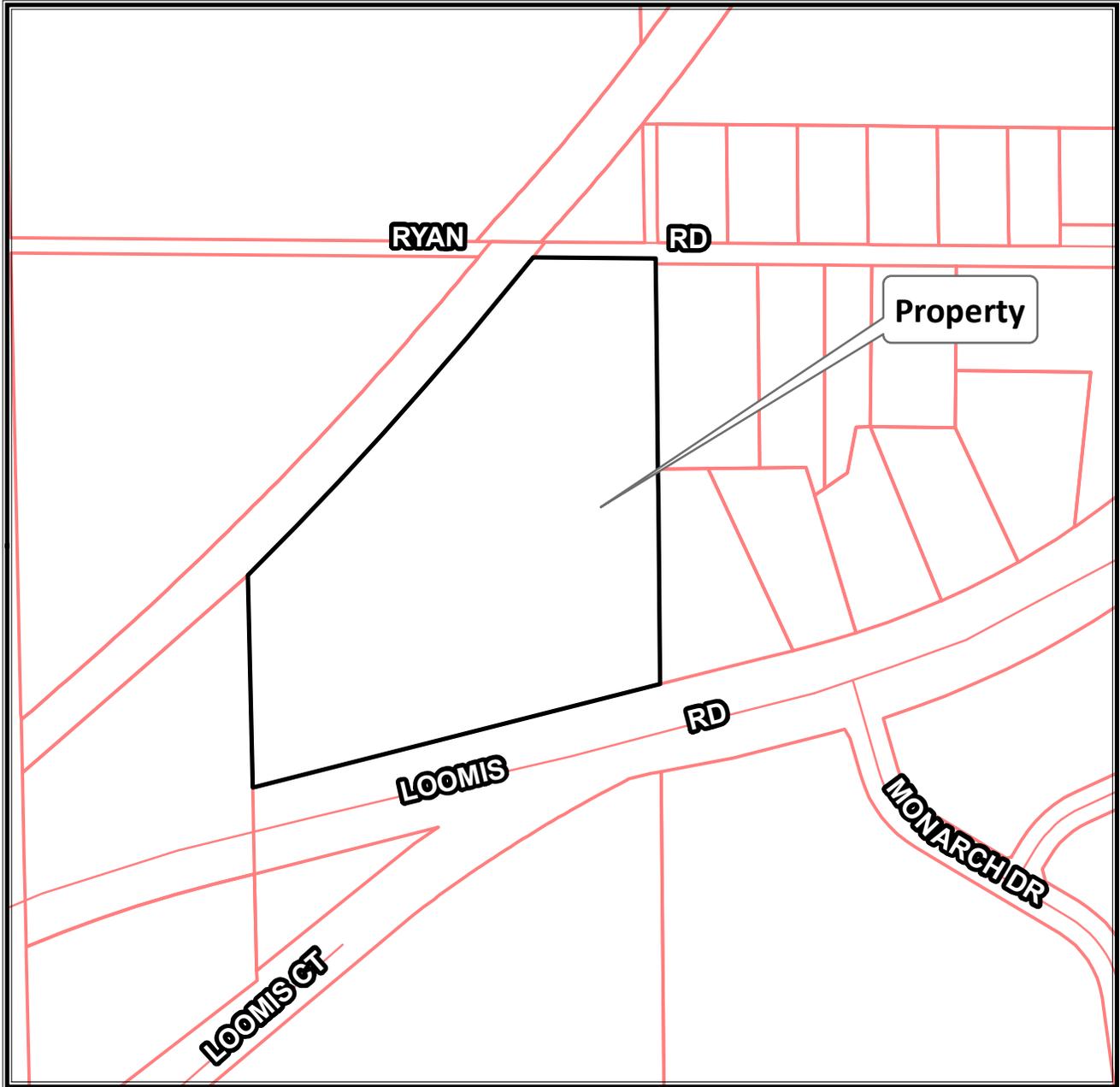


Planning Department  
(414) 425-4024

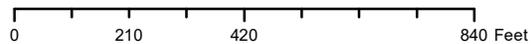


*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*

12000 W. Loomis Road  
TKN: 891 901 000



**Planning Department**  
**(414) 425-4024**



*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*

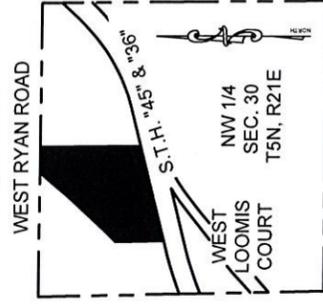




**CONDOMINIUM PLAT OF  
WOODFIELD TRAIL  
A CONDOMINIUM**

Being a part of the Southwest 1/4 and Northwest 1/4 of the  
Northwest 1/4 of Section 30, Township 5 North, Range 21 East,  
City of Franklin, Milwaukee County, Wisconsin

**VICINITY MAP**  
SCALE 1"=1000'



www.pinnacle-engr.com

**LEGAL DESCRIPTION:**

Being a part of Lot 1 of Certified Survey Map No. 9338, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11148158, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:  
Commencing at the northeast corner of the Northwest 1/4 of said Section 30; thence North 89°31'45" West along the north line of said Northwest 1/4, 1325.63 feet; thence South 00°34'12" East, 33.00 feet to the northeast corner of Lot 1 of said Certified Survey Map No. 9338 and the Point of Beginning.

Thence continuing South 00°34'12" East along the east line of said Lot 1, 910.27 feet to the north right of way line of West Loomis Road - State Trunk Highway 45" & "36"; thence South 75°45'51" West along said north right of way line, 897.94 feet to the west line of said Lot 1; thence North 01°15'54" West along said west line, 454.13 feet to the south line of the Wisconsin Electric Power Company right of way, as recorded in the Register of Deeds office for Milwaukee County in Volume 1395, Page 367, and a point on a curve; thence northeasterly 880.75 feet along said south line and the arc of said curve to the left, whose radius is 7877.60 feet and whose chord bears North 42°00'54" East, 880.29 feet to the right of way line of Woodfield Court; thence the following courses along said right of way:

South 42°02'04" East, 17.66 feet; South 20°38'45" West, 118.92 feet to a point of curvature; Southwesterly 63.81 feet along the arc of said curve to the left, whose radius is 180.00 feet and whose chord bears South 10°29'23" West, 63.48 feet; South 00°20'02" West, 123.44 feet to a point of curvature; Southwesterly 19.91 feet along the arc of said curve to the right, whose radius is 120.00 feet and whose chord bears South 05°05'10" West, 19.88 feet; South 09°50'19" West, 240.66 feet to a point of curvature; Southeasterly 105.14 feet along the arc of said curve to the left, whose radius is 280.00 feet and whose chord bears South 00°55'07" East, 104.52 feet; South 11°40'33" East, 31.00 feet to a point of curvature; Northeasterly 286.27 feet along the arc of said curve to the left, whose radius is 66.00 feet and whose chord bears North 44°04'02" East, 105.10 feet to a point of reverse curve; Northeasterly 48.69 feet along the arc of said curve, whose radius is 32.00 feet and whose chord bears North 44°04'02" 36°35'49" West, 44.13 feet to a point of compound curve; Northeasterly 10.91 feet along the arc of said compound curve, whose radius is 220.00 feet and whose chord bears North 08°25'02" East, 10.91 feet; North 09°50'19" East, 240.66 feet to a point of curvature; Northeasterly 29.86 feet along the arc of said curve to the left, whose radius is 180.00 feet and whose chord bears North 05°05'10" East, 29.83 feet; North 00°20'02" East, 123.44 feet to a point of curvature; Northeasterly 42.54 feet along the arc of said curve to the right, whose radius is 120.00 feet and whose chord bears North 10°29'23" East, 42.32 feet; North 20°38'45" East, 130.68 feet to a point of curvature; Northeasterly 36.20 feet along the arc of said curve to the left, whose radius is 180.00 feet and whose chord bears North 14°53'05" East, 36.14 feet; North 30°27'21" East, 15.00 feet to the south right of way line of West Ryan Road;

thence South 89°31'45" East along said south right of way line, 193.14 feet to the Point of Beginning.

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	880.75'	7877.60'	N42°00'54"E	880.29'
C2	63.81'	180.00'	S10°29'23"W	63.48'
C3	19.91'	120.00'	S05°05'10"W	19.88'
C4	105.14'	280.00'	S00°55'07"E	104.52'
C5	286.27'	66.00'	N44°04'02"E	105.10'
C6	48.69'	32.00'	N36°35'49"W	44.13'
C7	10.91'	220.00'	N08°25'02"E	10.91'
C8	29.86'	180.00'	N05°05'10"E	29.83'
C9	42.54'	120.00'	N10°29'23"E	42.32'
C10	36.20'	180.00'	N14°53'05"E	36.14'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S42°02'04"E	17.66'
L2	S20°38'45"W	118.92'
L3	S00°20'02"W	123.44'
L4	S09°50'19"W	240.66'
L5	S11°40'33"E	31.00'
L6	N09°50'19"E	240.66'
L7	N00°20'02"E	123.44'
L8	N20°38'45"E	130.68'
L9	N30°27'21"E	15.00'
L10	S89°31'45"E	193.14'

- UNIT 1: Woodfield Court, Franklin, WI
- UNIT 2: Woodfield Court, Franklin, WI
- UNIT 3: Woodfield Court, Franklin, WI
- UNIT 4: Woodfield Court, Franklin, WI
- UNIT 5: Woodfield Court, Franklin, WI
- UNIT 6: Woodfield Court, Franklin, WI
- UNIT 7: Woodfield Court, Franklin, WI
- UNIT 8: Woodfield Court, Franklin, WI
- UNIT 9: Woodfield Court, Franklin, WI
- UNIT 10: Woodfield Court, Franklin, WI
- UNIT 11: Woodfield Court, Franklin, WI
- UNIT 12: Woodfield Court, Franklin, WI
- UNIT 13: Woodfield Court, Franklin, WI
- UNIT 14: Woodfield Court, Franklin, WI
- UNIT 15: Woodfield Court, Franklin, WI
- UNIT 16: Woodfield Court, Franklin, WI
- UNIT 17: Woodfield Court, Franklin, WI
- UNIT 18: Woodfield Court, Franklin, WI
- UNIT 19: Woodfield Court, Franklin, WI
- UNIT 20: Woodfield Court, Franklin, WI
- UNIT 21: Woodfield Court, Franklin, WI
- UNIT 22: Woodfield Court, Franklin, WI
- UNIT 23: Woodfield Court, Franklin, WI
- UNIT 24: Woodfield Court, Franklin, WI
- UNIT 25: Woodfield Court, Franklin, WI
- UNIT 26: Woodfield Court, Franklin, WI



August 4, 2022

REG. DR. #909.40  
SHEET 2 OF 2

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461  
**PINNACLE ENGINEERING GROUP**

Document Number	<b>WOODFIELD TRAIL, A CONDOMINIUM DECLARATION OF CONDOMINIUM</b> Document Title
-----------------	--

Return to:

Bear Real Estate Group  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

See attached Exhibit A and C  
Parcel Identification Number

**WOODFIELD TRAIL, A CONDOMINIUM  
DECLARATION OF CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made by Boomtown, LLC (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 from the 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 "Woodfield Trail, A Condominium."

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

**2.03 Address.** The address of the Condominium is Woodfield Court, Franklin, Wisconsin.

**ARTICLE III**

**DESCRIPTION OF UNITS**

**3.01 Identification of Units.** The Condominium shall initially consist of thirteen (13) residential buildings ("Buildings") containing twenty-six (26) condominium units (hereinafter "Units"). A survey plan of the land and building envelopes is attached hereto as Exhibit "B" and incorporated herein by reference ("Condominium Plat"). The improvement and construction within each building envelope will be determined from time to time by the Declarant, subject to restrictions in this Declaration. After the Declarant has constructed the Building(s) within the Building envelope(s), the Declarant shall file an amendment to this Declaration of Condominium and an addendum to the Condominium Plat (as appropriate) showing the structure plans, location and other requirements set forth in the Act. The amendment and addendum shall be completed at the expense of the Declarant.

- Units 1 through 26, inclusive, 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.** A Unit shall include one or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom over and across limited common area and common area as hereinafter defined. The exterior boundaries of the cubicles shall be those areas as identified by the building envelope lines as shown on the Condominium Plat and having as its base a depth of no more than 12 feet into the ground surface to allow for basement and footing excavation and construction and a height as established by applicable ordinances, rules and laws.

## ARTICLE IV

### COMMON ELEMENTS; LIMITED COMMON ELEMENTS

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

- (a) The Land;
- (b) Any mechanical or utility mechanism that serves more than one (1) Unit;
- (c) Any other portion of the improvements to the Land that is not part of a Unit as described above; and

**4.02 Limited Common Elements.** Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all 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 or more Unit Owners as described herein:

- (a) All sidewalks, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit; and
- (b) The driveway parking spaces situated immediately adjacent to the garage door for each Unit.

### **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 (the "Percentage Interest") shall divided evenly between each Unit.

**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 Interest pertaining to such Unit.

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

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

## ARTICLE VI

(RESERVED)

## 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 "Woodfield Trail Condominium Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), 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 Declarant Control.** Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all 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 earliest of: (a) ten (10) years from such date; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

**7.03 Board of Directors.** The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on

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

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

(a) **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; for snow plowing all driveways, parking areas; and the maintenance, repair, and replacement of all outdoor amenities.

(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), 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 equally to each Unit irrespective of 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.

**7.07** Intentionally omitted.

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

**7.09 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.

**7.10 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.

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

## **ARTICLE VIII**

### **ALTERATIONS AND USE RESTRICTIONS**

#### **8.01 Unit Alterations.**

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

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

impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

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

## **8.02 Separation, Merger and Boundary Relocation.**

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation or merger shall pay 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.** Each Unit or any part thereof may be rented by written lease, provided that

- (a) The term of any such lease shall not be less than four (4) months;
- (b) The Unit Owner has advised the Association of the name of the Lessee and has provided the Association with a copy of a written lease of the Unit;
- (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.

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

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

**8.07 Garbage and Refuse Disposal.** The Unit Owner shall provide for proper disposal of rubbish, trash, garbage or waste and shall not allow any garbage containers to be located within the common area or limited common area.

**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. No vehicles shall be parked on any yard at any time.

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

**8.10 Landscaping.** Unit Owners may plant decorative plants, vegetables, and shrubbery outside of their Unit subject to prior written consent of the Association and/or consistent with the rules and regulations adopted by the Association from time to time.

## **ARTICLE IX**

### **INSURANCE**

**9.01 Fire and Extended Loss Insurance.** The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests 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 its own Unit for personal benefit.

**9.03 Fidelity Insurance.** Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty

percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

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

**9.05 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 to the 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 moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests 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 such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of 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 seventy-five percent (75%) 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 moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests 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. 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 Milwaukee 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. Furthermore, this Declaration can be amended with the consent of less than the number of Unit Owners and mortgagees required above as follows:

(a) 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;

(b) This Declaration and the Condominium Plat can also be amended pursuant to the provisions of this Declaration to provide for relocation of boundaries between adjacent Units, to provide for Unit separation, or to provide for merger of Units;

(c) This Declaration can be amended pursuant to Section 703.09 (4) of the Wisconsin Statutes.

## ARTICLE XIV

### REMEDIES

**14.01 Association.** The Association, subject to Section 14.02, 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 Franklin or the County of Milwaukee 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.

**14.02 City Requirements.** Enforcement of Maintenance Obligations by the City. In the event that the Association, the Management Company, and/or any other person or entity then responsible to do so (collectively, the "Association"), fails to maintain the Common Elements as required hereunder, the City of Franklin (the "City") may serve written notice upon the Association and/or upon the Owner(s) of the Property subject to this Declaration, setting forth the manner in which the Association has failed to maintain the Common Elements as required, and demanding

that such deficiencies be remedied within thirty (30) days thereof. If the deficiencies set forth in the notice shall not be remedied as required, the City, in order to preserve taxable values in the area and to prevent the Common Elements from becoming a public nuisance, may enter upon said Common Elements to remedy and maintain same using its own employees or contracting with others, and taking such actions as is necessary in its sole discretion to correct the failure to maintain. Said entry and maintenance shall not vest in the public any rights to use the Common Elements except in the event same is voluntarily dedicated to the public and accepted by the City pursuant to law. If the City shall determine that the Association is ready and able to maintain said Common Elements as required hereunder, the City shall then cease to maintain said Common Elements and give notice thereof to the Association and/or Unit Owner(s). If the City shall determine that the Association is not ready or willing or able to maintain said Common Elements as required hereunder, the City may, in its discretion, continue to maintain said Common Elements. All costs associated with such maintenance and/or corrective action shall be levied as a special charge for current services against all properties, being all the Lots in the Subdivision, benefiting therefrom, according to their Percentage Interests in the Common Elements, in accordance with §§ 66.0627 Special Charges for Current Services and Certain Loan Repayments and/or 66.0628 Fees Imposed by a Political Subdivision, of the Wisconsin Statutes as applicable, and applicable provisions of the Franklin Municipal Code, or as a City special assessment under §§ 66.0701 Special Assessments by Local Ordinance, and 66.0703 Special Assessments, Generally, of the Wisconsin Statutes as applicable, and applicable provisions of the Franklin Municipal Code, at the City's discretion. The performance of any such work shall not be deemed an act of dedication to the public, nor shall it constitute an assumption by the City of any duty to perform any other or further work. This paragraph may be amended only with the express consent of the City. Nothing contained herein nor any act or omission of the City of Franklin hereunder, shall be construed to create any obligation or liability on the part of the City of Franklin, its agents or designees, whatsoever.

## ARTICLE XV

### GENERAL

**15.01 Utility Easements.** The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the City of Franklin and County of Milwaukee or public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

**15.02 Right of Entry.** By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in

Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

**15.03 Notices.** All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served 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.

**15.06 Disclosure Regarding Construction.** Declarant discloses that until and after the Declarant has sold all of the Units owned by the Declarant, there will be construction activity in connection with the construction and build-out of the Units which may lead to noise, construction traffic, dust and other conditions incident to construction.

**15.07 Resident Agent.** The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Bear Property Management, Inc., a Wisconsin corporation, 4015 80th Street, Kenosha, Wisconsin 53142. The resident agent may be changed by the Association in any manner permitted by law.

**15.08 Assignment of Declarant's Rights.** The rights, powers, and obligations of the party named as "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.

**15.09 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.

[signature page follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Boomtown, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN     )  
  )  
COUNTY OF \_\_\_\_\_ )     ss.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, \_\_\_\_\_ of Boomtown, LLC who acknowledged the foregoing document for the purposes recited therein on behalf of said Boomtown, LLC.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

This Instrument Drafted By:

Bear Real Estate Group  
John E. Hotvedt, VP-General Counsel  
4011 80th Street  
Kenosha, WI 53142

## EXHIBIT A

### Legal Description

PARCEL 1: A part of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee, State of Wisconsin bounded and described as follows: Beginning at the 1/8 post of the North line of said Northwest 1/4 which post is 1325.63 feet West of the Northeast corner of said Northwest 1/4, thence West on and along said North line of said Northwest 1/4 223.1 feet to the point in the right of way of the Milwaukee Electric Railway and Light Company, thence on and along the line of said right of way 260.01 feet to a point on the arc of the curve of said right of way, said curve being to the convex Southeasterly center radius of 7877.6 feet and said point in said arc being on the long chord 260 feet and South 39°21' West from the intersection of said line of said right of way and the North line of said Northwest 1/4, South 0°1 7' East 1094.52 feet to a point in the centerline of the Loomis Road, thence Northeasterly on a 2° curve along said center line 463.83 feet to a point, said point being on the long chord of 463.52 feet and North 59°29' East from the first mentioned point on the center line of the Loomis Road, thence North 0°47' West 1055.3 feet to the place of beginning. The 24.75 feet along the North line of said Northwest 1/4 being excepted therefrom and 45 feet perpendicular to the center line of the Loomis Road being excepted therefrom further excepting therefrom that part hereof described in Deed recorded as Document 7391120.

Tax Key No: 891-9993-000

PARCEL 2: That part of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East bounded and described as follows: Commencing at a point on the North line of said 1/4 Section 231.00 feet West of the North 1/8 section corner, said point being on the Southeasterly line of the Wisconsin Electric Power Company right of way, thence South 39°19' West along said right of way line, 258.72 feet to the point of beginning of the land to be described; thence South and parallel to the North and South 1/8 Section line, 1033.46 feet to a point; thence South 56°West 129.36 feet to a point; thence South 51°27' West 433.40 feet more or less to the East line of the parcel conveyed to Stanley J. Szymanski and Frances Szymanski by Deed recorded as Document 2397243; thence North 0°59' West along the East line of said Szymanski parcel and parallel to the West line said 1/4 Section, 882.40 feet more or less to the Southeasterly line of the Wisconsin Electric Power Company right of way; thence North 45°29' East along said right of way line, 142.46 feet more or less to a point; thence North 42°50' East along said right of way line, 396.00 feet to a point; thence North 42°00' East along said right of way line, 137.28 feet to the point of beginning, excepting therefrom that part thereof described in Deed recorded as Document 7391120, said lands being in the City of Franklin, County of Milwaukee, State of Wisconsin.

Tax Key Nos: 891-9996-000 and 891-9997-000

EXHIBIT B

CONDOMINIUM PLAT

(attached hereto)

**BYLAWS OF  
WOODFILED TRAIL CONDOMINIUM ASSOCIATION, INC.**

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**BYLAWS OF  
WOODFIELD TRAIL CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND ADDRESS**

**1.01 Name; Purpose.** The name of the corporation shall be Woodfield Trail Condominium Association, Inc. (the "Association"). The Association is incorporated as a nonstock, nonprofit 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 4015 80th Street, Kenosha, Wisconsin 53142. This address 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 Woodfield Trail, a condominium, executed by Boomtown, LLC (the "Declarant") and recorded in the office of the Milwaukee County Register of Deeds (the "Declaration").

**ARTICLE II**

**MEMBERSHIP**

**2.01 Membership.** The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Condominium. 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 Milwaukee 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 December 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 twenty-five percent (25%) 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. At such time as the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the number of directors on the Board of Directors shall be increased to four (4). At such time as the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the number of directors on the Board of Directors shall be decreased to three (3). No more than one director at any given time may be a person who is not also a Unit Owner; 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 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.

**4.02 Term of Office.** The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Prior to the conveyance of twenty-five percent (25%) 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 one director to serve on the Board of Directors. The Declarant shall elect the remaining three directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers and shall serve until the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Prior to the conveyance of 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 one director to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall take office upon the conveyance of fifty percent (50%) of the percentage interest in the Common Elements as

determined under Section 7.03 of the Declaration to purchasers and shall serve until the next election upon expiration of the period of Declarant control as provided in Section 7.02 of the Declaration. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. 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 7.02 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 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 maybe 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

### BOOKS AND RECORDS

**8.01 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.

**8.02 Audits.** The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall

retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

## **ARTICLE IX**

### **BUDGET, ASSESSMENT, AND ANNUAL REPORT**

**9.01 Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

**9.02 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.

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.

**9.03 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.

**9.04 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.

**9.05 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.

**9.06 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.

**9.07** Intentionally omitted.

## ARTICLE X

### 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 XI

### ENFORCEMENT OF CONDOMINIUM DOCUMENTS

**11.01 Association.** 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.

**11.02 City Requirements.** Enforcement of Maintenance Obligations by the City. In the event that the Association, the Management Company, and/or any other person or entity then responsible to do so (collectively, the "Association"), fails to maintain the Common Elements as required hereunder, the City of Franklin (the "City") may serve written notice upon the Association and/or upon the Owner(s) of the Property subject to this Declaration, setting forth the manner in which the Association has failed to maintain the Common Elements as required, and demanding that such deficiencies be remedied within thirty (30) days thereof. If the deficiencies set forth in the notice shall not be remedied as required, the City, in order to preserve taxable values in the area and to prevent the Common Elements from becoming a public nuisance, may enter upon said Common Elements to remedy and maintain same using its own employees or contracting with others, and taking such actions as is necessary in its sole discretion to correct the failure to maintain. Said entry and maintenance shall not vest in the public any rights to use the Common Elements except in the event same is voluntarily dedicated to the public and accepted by the City pursuant to law. If the City shall determine that the Association is ready and able to maintain said Common Elements as required hereunder, the City shall then cease to maintain said Common Elements and give notice thereof to the Association and/or Unit Owner(s). If the City shall determine that the Association is not ready or willing or able to maintain said Common Elements as required hereunder, the City may, in its discretion, continue to maintain said Common Elements. All costs associated with such maintenance and/or corrective action shall be levied as a special charge for current services against all properties, being all the Lots in the Subdivision, benefiting therefrom, according to their Percentage Interests in the Common Elements, in accordance with §§ 66.0627 Special Charges for Current Services and Certain Loan Repayments and/or 66.0628 Fees Imposed by a Political Subdivision, of the Wisconsin Statutes as applicable, and applicable provisions of the Franklin Municipal Code, or as a City special assessment under §§ 66.0701 Special Assessments by Local Ordinance, and 66.0703 Special Assessments, Generally, of the Wisconsin Statutes as applicable, and applicable provisions of the Franklin Municipal Code, at the City's discretion. The performance of any such work shall not be deemed an act of dedication to the public, nor shall it constitute an assumption by the City of any duty to perform any other or further work. This paragraph may be amended only with the express consent of the City. Nothing contained herein nor any act or omission of the City of Franklin hereunder, shall be construed to create any obligation or liability on the part of the City of Franklin, its agents or designees, whatsoever.

## ARTICLE XII

### LIABILITY AND INDEMNITY

#### 12.01 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.

#### 12.02 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 12.02(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: (i) 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 XII, the Association has purchased or is required under Section 12.10 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.

**12.03 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 12.02 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.

**12.04 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 12.03 that indemnification under Section 12.02 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.

**12.05 Partial Indemnification.**

(a) If it is determined pursuant to Section 12.03 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 12.03 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.

**12.06 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.

**12.07 Limited Liability of Directors and Officers.**

(a) Except as provided in subsection 12.07(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 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 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.

**12.08 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.

**12.09 Nonexclusivity 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 12.02(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.

**12.10 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.

**12.11 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.

**12.12 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 XIII

### GENERAL PROVISIONS

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

**13.02 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.

**13.03 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 XIV

### AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, 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.

WEST RYAN ROAD



119.38'  
S89°31'45"E  
NE CORNER  
LOT 1 - CSM 9338

**CONSERVATION  
EASEMENT**  
170,223 SQ. FT.  
3.9078 ACRES

**CONSERVATION  
EASEMENT**  
209,723 SQ. FT.  
4.8146 ACRES

LOT 1  
C.S.M. NO. 9338  
TAX KEY  
#8919011000

N01°15'54"W 454.13'

S75°45'51"W 326.45'

SW CORNER  
LOT 1 - CSM 9338

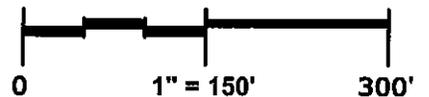
191.92'  
N00°34'39"W

S75°45'51"W  
128.88'

S00°34'12"E 910.27'

WEST LOOMIS ROAD  
STATE TRUNK HIGHWAY "45" & "36"

GRAPHICAL SCALE (FEET)



**EXHIBIT**

**PINNACLE ENGINEERING GROUP**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

SHEET 1 OF 3

WWW.PINNACLE-ENGR.COM

08/04/2022

PLAN | DESIGN | DELIVER

PEG JOB#809.60

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	64.36'	50.00'	N59°08'08"W	60.01'
C2	19.20'	49.97'	N11°35'05"E	19.08'
C3	18.77'	50.00'	N33°20'22"E	18.66'
C4	17.33'	50.00'	N24°35'45"E	17.24'
C5	880.75'	7877.60'	N42°00'54"E	880.29'
C6	16.74'	50.00'	S13°16'53"W	16.66'
C7	32.50'	50.00'	S18°36'45"E	31.93'
C8	24.73'	50.28'	S14°08'07"W	24.48'
C9	91.20'	50.00'	S34°32'57"W	79.07'
C10	52.97'	51.96'	N63°46'47"W	50.70'
C11	68.79'	86.36'	S49°37'28"W	66.98'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N35°42'27"W	23.24'
L2	S83°59'13"W	46.04'
L3	N10°50'09"W	19.80'
L4	N00°35'11"E	51.04'
L5	N22°34'59"E	58.56'
L6	N44°05'46"E	24.22'
L7	S57°18'58"E	28.28'
L8	N12°51'48"W	66.29'
L9	N15°23'30"W	69.84'
L10	N03°19'10"W	48.04'
L11	N12°33'35"E	54.45'
L12	N35°38'38"E	53.76'
L13	N28°59'19"E	51.50'
L14	N32°40'32"E	40.16'
L15	N14°40'02"E	36.71'
L16	N34°31'29"E	23.90'
L17	N00°34'39"W	88.17'
L18	S42°02'04"E	6.63'
L19	S36°12'06"W	39.00'
L20	S39°56'38"W	112.12'
L21	S43°59'09"W	33.12'
L22	S22°37'33"W	43.39'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L23	S01°47'29"W	60.88'
L24	S27°40'22"W	86.21'
L25	S14°48'49"E	62.45'
L26	S05°06'29"E	58.60'
L27	S03°41'24"W	52.96'
L28	S22°52'21"W	54.45'
L29	S34°20'31"W	55.86'
L30	S37°13'57"E	27.58'
L31	S00°00'26"W	42.76'
L32	S17°42'14"E	20.28'
L33	S86°48'08"W	9.59'
L34	S70°32'05"E	13.75'
L35	S63°42'52"W	54.42'
L36	S46°10'41"W	19.08'
L37	S25°13'29"W	54.39'
L38	S07°53'41"W	31.74'
L39	S15°51'12"E	37.22'
L40	S36°13'06"E	34.09'
L41	S68°31'25"E	33.15'
L42	S83°16'15"E	41.21'
L43	N89°04'11"E	46.68'
L44	S84°15'09"E	26.50'

## LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 9338, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11148158, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the northeast corner of Lot 1 of said Certified Survey Map No. 9338; thence South 00°34'12" East along the east line of said Lot 1, 910.27 feet to the south line of said Lot 1; thence South 75°45'51" West along said south line, 128.88 feet; thence North 00°34'39" West, 191.92 feet; thence North 35°42'27" West, 23.24 feet; thence South 83°59'13" West, 46.04 feet to a point on a curve; thence northwesterly 64.36 feet along the arc of said curve to the right whose radius is 50.00 feet and whose chord bears North 59°08'08" West, 60.01 feet; thence North 10°50'09" West, 19.80 feet; thence North 00°35'11" East, 51.04 feet to a point on a curve; thence northeasterly 19.20 feet along the arc of said curve to the right, whose radius is 49.97 feet and whose chord bears North 11°35'05" East, 19.08 feet; thence North 22°34'59" East, 58.56 feet to a point on a curve; thence northeasterly 18.77 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears North 33°20'22" East, 18.66 feet; thence North 44°05'46" East, 24.22 feet; thence South 57°18'58" East, 28.28 feet; thence North 12°51'48" West, 66.29 feet; thence North 15°23'30" West, 69.84 feet; thence North 03°19'10" West, 48.04 feet; thence North 12°33'35" East, 54.45 feet; thence North 35°38'38" East, 53.76 feet; thence North 28°59'19" East, 51.50 feet; thence North 32°40'32" East, 40.16 feet; thence North 14°40'02" East, 36.71 feet to a point on a curve; thence northeasterly 17.33 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears North 24°35'45" East, 17.24 feet; thence; thence North 34°31'29" East, 23.90 feet; thence North 00°34'39" West, 88.17 feet to the north line of said Lot 1; thence South 89°31'45" East along said north line, 119.38 feet to the Point of Beginning.

ALSO

Beginning at the southwest corner of said Lot 1; thence North 01°15'54" West along the west line of said Lot1, 454.13 feet to the northwesterly line of said Lot 1 and a point on a curve; thence northeasterly 880.75 feet along the arc of said curve to the left and said northwesterly line of Lot 1, whose radius is 7877.60 feet and whose chord bears North 42°00'54" East, 880.29 feet; thence South 42°02'04" East, 6.63 feet; thence South 36°12'06" West, 39.00 feet; thence South 39°56'38" West, 112.12 feet; thence South 43°59'09" West, 33.12 feet; thence South 22°37'33" West, 43.39 feet; thence South 01°47'29" West, 60.88 feet; thence South 27°40'22" West, 86.21 feet; thence South 14°48'49" East, 62.45 feet; thence South 05°06'29" East, 58.60 feet; thence South 03°41'24" West, 52.96 feet to a point on a curve; thence southwesterly 16.74 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 13°16'53" West, 16.66 feet; thence South 22°52'21" West, 54.45 feet; thence South 34°20'31" West, 55.86 feet; thence South 37°13'57" East, 27.58 feet to a point on a curve; thence southeasterly 32.50 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 18°36'45" East, 31.93 feet; thence South 00°00'26" West, 42.76 feet to a point on a curve; thence southwesterly 24.73 feet along the arc of said curve to the right, whose radius is 50.28 feet and whose chord bears South 14°08'07" West, 24.48 feet; thence South 17°42'14" East, 20.28 feet to a point on a curve; thence southwesterly 91.20 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 34°32'57" West, 79.07 feet; thence South 86°48'08" West, 9.59 feet to a point on a curve; thence northwesterly 52.97 feet along the arc of said curve to the right, whose radius is 51.96 feet and whose chord bears North 63°46'47" West, 50.70 feet; thence South 70°32'05" East, 13.75 feet; thence South 63°42'52" West, 54.42 feet to a point on a curve; thence southwesterly 68.79 feet along the arc of said curve to the right, whose radius is 86.36 feet and whose chord bears South 49°37'28" West, 66.98 feet; thence South 46°10'41" West, 19.08 feet; thence South 25°13'29" West, 54.39 feet; thence South 07°53'41" West, 31.74 feet; thence South 15°51'12" East, 37.22 feet; thence South 36°13'06" East, 34.09 feet; thence South 68°31'25" East, 33.15 feet; thence South 83°16'15" East, 41.21 feet; thence North 89°04'11" East, 46.68 feet; thence South 84°15'09" East, 26.50 feet to the south line of said Lot 1; thence South 75°45'51" West along said south line, 326.45 feet to the Point of Beginning.

WEST RYAN ROAD



SOPHIA COURT

LOT 1  
C.S.M. NO. 9338  
TAX KEY  
#8919011000

**LANDSCAPE  
BUFFERYARD  
EASEMENT**  
15,359 SQ. FT.  
0.3526 ACRES

S00°34'39"E  
30.87'

SE CORNER  
LOT 1 - CSM 9338

112.42'  
S75°45'51"W

P.O.B. 1

N75°45'51"E 563.32'

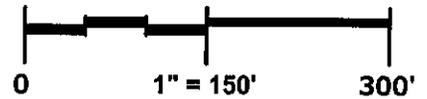
S75°45'51"W 459.07'

N83°16'15"W 28.51'  
S89°04'11"W 46.68'  
N84°15'09"W 26.50'

WEST LOOMIS ROAD

STATE TRUNK HIGHWAY "45" & "36"

GRAPHICAL SCALE (FEET)



## **LEGAL DESCRIPTION:**

Being a part of Lot 1 of Certified Survey Map No. 9338, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11148158, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southeast corner of Lot 1 of said Certified Survey Map No. 9338; thence South 75°45'51" West along the south line of said Lot 1, 112.42 feet to the Point of Beginning;

Thence continuing South 75°45'51" West along said south line, 459.07 feet; thence North 84°15'09" West, 26.50 feet; thence South 89°04'11" West, 46.68 feet; thence North 83°16'15" West, 28.51 feet; thence North 75°45'51" East, 563.32 feet; thence South 00°34'39" East, 30.87 feet to the Point of Beginning.

The above said Landscape Bufferyard Easement to supercede the Landscape Bufferyard Easement shown on Certified Survey Map No. 9338 recorded August 6, 2021 as Document No. 11148158.



**WEST RYAN ROAD**

NW CORNER, NW 1/4  
SEC. 30, T5N, R21E  
N=324,119.49  
E=2,517,459.25  
(FOUND CONC. MON.  
W/ BRASS CAP)

NORTH LINE OF THE NW 1/4 SEC. 30, T5N, R21E N89°31'45"W 2703.66'

S89°31'45"E 43.14'

1587.03'

S00°28'15"W  
33.00'

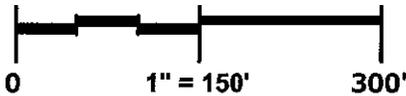
L=32.22'  
RADIUS=7877.60'  
S38°41'42"W  
CHORD=32.22'

**DEDICATED FOR PUBLIC  
ROAD PURPOSES  
SOPHIA COURT**  
546 SQ. FT.  
0.0125 ACRES

NE CORNER, NW 1/4 SEC. 30, T5N, R21E  
N=324,097.27; E=2,520,162.86  
(FOUND CONC. MON. W/ BRASS CAP)  
(WISCONSIN STATE PLANE CO-  
ORDINATE SYSTEM, SOUTH ZONE)

TAX KEY  
#8919004000  
OWNER:  
MILLS HOTEL  
WYOMING LLC  
  
LOT 1  
C.S.M. NO. 9050

**GRAPHICAL SCALE (FEET)**



N42°02'04"W 34.34'

UNPLATTED LANDS  
TAX KEY # 8919995000

OWNER: WI ELECTRIC  
POWER COMPANY

LOT 1  
C.S.M. NO. 9338  
TAX KEY  
#8919011000

TAX KEY  
#8919001000  
OWNER: LOPEZ

LOT 1  
C.S.M. NO. 8907

TAX KEY #8919998002  
UNPLATTED LANDS  
OWNER: STATE OF  
WISCONSIN DEPARTMENT  
OF TRANSPORTATION

**WEST LOOMIS ROAD**  
**STATE TRUNK HIGHWAY "45" & "36"**

**EXHIBIT**

**PINNACLE ENGINEERING GROUP**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

**SHEET 1 OF 2**

WWW.PINNACLE-ENGR.COM

08/04/2022

**PLAN | DESIGN | DELIVER**

PEC JOB#809.60

## **LEGAL DESCRIPTION:**

Being a part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northeast corner of the Northwest 1/4 of said Section 30; thence North  $89^{\circ}31'45''$  West along the north line of said Northwest 1/4, 1587.03 feet; thence South  $00^{\circ}28'15''$  West, 33.00 feet to the south right of way line of West Ryan Road and the Point of Beginning;

Thence southwesterly 32.22 feet along the arc of a curve to the right and the west line of Certified Survey Map No. 9338, whose radius is 7877.60 feet and whose chord bears South  $38^{\circ}41'42''$  West, 32.22 feet; thence North  $42^{\circ}02'04''$  West, 34.34 feet to the aforesaid south right of way line; thence South  $89^{\circ}31'45''$  East along said south right of way line, 43.14 feet to the Point of Beginning.

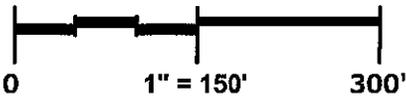


**WEST RYAN ROAD**

NW CORNER, NW 1/4  
SEC. 30, T5N, R21E  
N=324,119.49  
E=2,517,459.25  
(FOUND CONC. MON.  
W/ BRASS CAP)

NORTH LINE OF THE NW 1/4 SEC. 30, T5N, R21E N89°31'45"W 2703.66'

**GRAPHICAL SCALE (FEET)**



UNPLATTED LANDS  
TAX KEY # 8918995000

OWNER: WI ELECTRIC  
POWER COMPANY

NE CORNER, NW 1/4 SEC. 30, T5N, R21E  
N=324,097.27; E=2,520,162.66  
(FOUND CONC. MON. W/ BRASS CAP)  
(WISCONSIN STATE PLANE CO-  
ORDINATE SYSTEM, SOUTH ZONE)

TAX KEY  
#8919004000  
OWNER:  
MILLS HOTEL  
WYOMING LLC  
LOT 1  
C.S.M. NO. 9050

LOT 1  
C.S.M. NO. 9338  
TAX KEY  
#8919011000

TAX KEY  
#8919001000  
OWNER: LOPEZ  
LOT 1  
C.S.M. NO. 8907

N11°40'33"W  
31.00'

**DEDICATED FOR PUBLIC  
ROAD PURPOSES  
SOPHIA COURT**  
55,444 SQ. FT.  
1.2728 ACRES

TAX KEY #8918998002  
UNPLATTED LANDS  
OWNER: STATE OF  
WISCONSIN DEPARTMENT  
OF TRANSPORTATION

**WEST LOOMIS ROAD**  
**STATE TRUNK HIGHWAY "45" & "36"**

S89°31'45"E  
68.86'

1518.17'

S00°28'15"W  
33.00'  
P.O.B.

S30°27'21"W  
15.00'

N42°02'04"W 17.66'

N20°38'45"E  
118.92'

C17

C1

S20°38'45"W  
130.68'

C2

S00°20'02"W  
123.44'

C9

N00°20'02"E C10

123.44'

240.66'

N09°50'19"E

60.00'

S09°50'19"W

240.66'

C8

90° C5

66.00'

C7

## LEGAL DESCRIPTION:

That part of Lot 1 of Certified Survey Map No. 9338, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11148158, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northeast corner of the Northwest 1/4 of said Section 30; thence North 89°31'45" West along the north line of said Northwest 1/4, 1518.17 feet; thence South 00°28'15" West, 33.00 feet to the south right of way line of West Ryan Road and the Point of Beginning;

Thence South 30°27'21" West, 15.00 feet to a point on a curve; thence southwesterly 36.20 feet along the arc of said curve to the right, whose radius is 180.00 feet and whose chord bears South 14°53'05" West, 36.14 feet; thence South 20°38'45" West, 130.68 feet to a point of curvature; thence southwesterly 42.54 feet along the arc of said curve to the left, whose radius is 120.00 feet and whose chord bears South 10°29'23" West, 42.32 feet; thence South 00°20'02" West, 123.44 feet to a point of curvature; thence southwesterly 29.86 feet along the arc of said curve to the right, whose radius is 180.00 feet and whose chord bears South 05°05'10" West, 29.83 feet; thence South 09°50'19" West, 240.66 feet to a point of curvature; thence southwesterly 10.91 feet along the arc of said curve to the left, whose radius is 220.00 feet and whose chord bears South 08°25'02" West, 10.91 feet to a point of compound curve; thence southeasterly 48.69 feet along the arc of said compound curve to the left, whose radius is 32.00 feet and whose chord bears South 36°35'49" East, 44.13 feet to a point of reverse curve; thence southwesterly 286.27 feet along the arc of said curve to the right, whose radius is 66.00 feet and whose chord bears South 44°04'02" West, 109.10 feet; thence North 11°40'33" West, 31.00 feet to a point of curvature; thence northwesterly 105.14 feet along the arc of said curve to the right, whose radius is 280.00 feet and whose chord bears North 00°55'07" West, 104.52 feet; thence North 09°50'19" East, 240.66 feet to a point of curvature; thence northeasterly 19.91 feet along the arc of said curve to the left, whose radius is 120.00 feet and whose chord bears North 05°05'10" East, 19.88 feet; thence North 00°20'02" East, 123.44 feet to a point of curvature; thence northeasterly 63.81 feet along the arc of said curve to the right, whose radius is 180.00 feet and whose chord bears North 10°29'23" East, 63.48 feet; thence North 20°38'45" East, 118.92 feet; thence North 42°02'04" West, 17.66 feet to the westerly line of said Lot 1 and a point on a curve; thence northeasterly 32.22 feet along the arc of said curve to the left, whose radius is 7877.60 feet and whose chord bears North 38°41'42" East, 32.22 feet to the aforesaid south right of way line of West Ryan Road; thence South 89°31'45" East along said right of way line, 68.86 feet to the Point of Beginning.

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	36.20'	180.00'	011°31'20"	S14°53'05"W	36.14'	S20°38'45"W	S09°07'25"W
C2	42.54'	120.00'	020°18'43"	S10°29'23"W	42.32'	S00°20'02"W	S20°38'45"W
C3	29.86'	180.00'	009°30'17"	S05°05'10"W	29.83'	S09°50'19"W	S00°20'02"W
C5	10.91'	220.00'	002°50'33"	S08°25'02"W	10.91'	S06°59'45"W	S09°50'19"W
C6	48.69'	32.00'	087°11'09"	S36°35'49"E	44.13'	S80°11'24"E	S06°59'45"W
C7	286.27'	66.00'	248°30'50"	S44°04'02"W	109.10'	N11°40'33"W	S80°11'24"E
C8	105.14'	280.00'	021°30'52"	N00°55'07"W	104.52'	N09°50'19"E	N11°40'33"W
C9	19.91'	120.00'	009°30'17"	N05°05'10"E	19.88'	N00°20'02"E	N09°50'19"E
C10	63.81'	180.00'	020°18'43"	N10°29'23"E	63.48'	N20°38'45"E	N00°20'02"E
C11	32.22'	7877.60'	000°14'04"	N38°41'42"E	32.22'	N38°48'43"E	N38°34'40"E

WEST RYAN ROAD

NE CORNER  
LOT 1 - CSM 9338

**STORM WATER  
POND AND ACCESS  
EASEMENT**  
8,087 SQ. FT.  
0.1856 ACRES



**STORM WATER  
POND AND ACCESS  
EASEMENT**  
13,125 SQ. FT.  
0.3013 ACRES

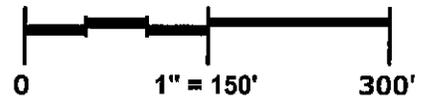
LOT 1  
C.S.M. NO. 9338  
TAX KEY  
#8919011000

**STORM WATER  
POND AND ACCESS  
EASEMENT**  
47,485 SQ. FT.  
1.0901 ACRES

SOPHIA COURT

WEST LOOMIS ROAD  
STATE TRUNK HIGHWAY "45" & "36"

GRAPHICAL SCALE (FEET)



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S89°31'45"E	98.00'
L2	S05°14'17"W	123.00'
L3	N69°21'15"W	20.00'
L4	S15°41'04"W	147.00'
L5	N74°18'56"W	20.00'
L6	N15°41'04"E	164.00'
L7	N69°09'01"W	51.00'
L8	S70°09'21"W	37.50'
L9	S66°02'21"W	84.28'
L10	S20°38'45"W	27.50'
L11	S89°39'58"E	68.00'
L12	S73°06'30"W	60.00'
L13	S58°54'56"E	46.95'
L14	N20°38'45"E	44.00'
L15	N30°27'21"E	15.00'
L16	S89°31'45"E	95.14'
L17	N43°55'46"W	170.89'
L18	S24°00'08"W	109.98'
L19	S77°02'11"W	176.36'
L20	N86°13'01"W	74.50'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L21	S43°59'04"W	25.00'
L22	S83°54'30"W	254.00'
L23	N39°00'43"W	48.00'
L24	N31°57'36"E	129.00'
L25	S86°05'09"E	163.00'
L26	N07°10'11"W	158.00'
L27	N01°27'38"W	77.89'
L28	N88°32'22"E	20.00'
L29	S01°27'38"E	76.89'
L30	S07°10'11"E	122.27'
L31	N61°01'50"E	113.75'
L32	S61°01'50"W	84.00'
L33	S23°10'29"W	50.00'
L34	S36°58'12"E	75.00'
L35	S86°13'01"E	64.00'
L36	N77°02'11"E	163.43'
L37	N24°00'08"E	100.00'
L38	S65°59'52"E	20.00'

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	60.70'	180.00'	S10°59'09"W	60.41'
C2	165.16'	7877.60'	N40°06'39"E	165.16'
C3	36.20'	180.00'	N14°53'05"E	36.14'
C4	20.15'	66.00'	S33°41'59"E	20.07'



## LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 9338, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11148158, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northeast corner of Lot 1 of said Certified Survey Map No. 9338; thence South 89°31'45" East along the north line of said Lot 1, 98.00 feet to the Point of Beginning 1;

Thence South 05°14'17" West, 123.00 feet; thence North 69°21'15" West, 20.00 feet; thence South 15°41'04" West, 147.00 feet; thence North 74°18'56" West, 20.00 feet; thence North 15°41'04" East, 164.00 feet; thence North 69°09'01" West, 51.00 feet; thence South 70°09'21" West, 37.50 feet to the east right of way line of Woodfield Court; thence South 66°02'21" West along a "TIE LINE", 84.28 feet to the West right of way line of Woodfield Court; thence South 20°38'45" West along said west right of way line, 27.50 feet to a point of curvature; thence southwesterly 60.70 feet along the arc of said curve to the left, whose radius is 180.00 feet and whose chord bears South 10°59'09" West, 60.41 feet; thence South 89°39'58" East, 68.00 feet; thence South 73°06'30" West, 60.00 feet to the westerly line of said Lot 1 and a point on a curve; thence northeasterly 165.16 feet along the arc of said curve to the left and said westerly line, whose radius is 7877.60 feet and whose chord bears North 40°06'39" East, 165.16 feet; thence South 58°54'56" East, 46.95 feet to the aforesaid west right of way line of Woodfield Court; thence North 66°02'21" East along the aforesaid "TIE LINE", 84.28 feet to the east right of way line of the aforesaid Woodfield Court; thence North 20°38'45" East along said east right of way line, 44.00 feet to a point of curvature; thence northeasterly 36.20 feet along the arc of said curve to the left and said east right of way line, whose radius is 180.00 feet and whose chord bears North 14°53'05" East, 36.14 feet; thence North 30°27'21" East along said east right of way line, 15.00 feet to the aforesaid north line of Lot 1; thence South 89°31'45" East along said north line, 95.14 feet to the Point of Beginning 1.

ALSO

Commencing at the southeast corner of said Lot 1; thence North 43°55'46" West, 170.89 feet to the Point of Beginning 2;

Thence South 24°00'08" West, 109.98 feet; thence South 77°02'11" West, 176.36 feet; thence North 86°13'01" West, 74.50 feet; thence South 43°59'04" West, 25.00 feet; thence South 83°54'30" West, 254.00 feet; thence North 39°00'43" West, 48.00 feet; thence North 31°57'36" East, 129.00 feet; thence South 86°05'09" East, 163.00 feet; thence North 07°10'11" West, 158.00 feet; thence North 01°27'38" West, 77.89 feet; thence North 88°32'22" East, 20.00 feet; thence South 01°27'38" East, 76.89 feet; thence South 07°10'11" East, 122.27 feet; thence North 61°01'50" East, 113.75 feet to the westerly right of way line of Woodfield Court and a point on a curve; thence southeasterly 20.15 feet along the arc of said curve to the left and said westerly right of way line, whose radius is 66.00 feet and whose chord bears South 33°41'59" East, 20.07 feet; thence South 61°01'50" West, 84.00 feet; thence South 23°10'29" West, 50.00 feet; thence South 36°58'12" East, 75.00 feet; thence South 86°13'01" East, 64.00 feet; thence North 77°02'11" East, 163.43 feet; thence North 24°00'08" East, 100.00 feet; thence South 65°59'52" East, 20.00 feet to the Point of Beginning 2.



**EXHIBIT**

**PINNACLE ENGINEERING GROUP**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

**SHEET 3 OF 3**

WWW.PINNACLE-ENGR.COM

08/04/2022

**PLAN | DESIGN | DELIVER**

PEG JOB#809.60

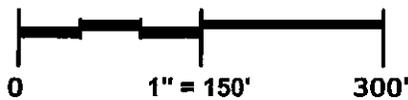
WEST RYAN ROAD

SOPHIA COURT  
(PROPOSED PUBLIC ROAD RIGHT OF WAY  
BY SEPARATE DOCUMENT)

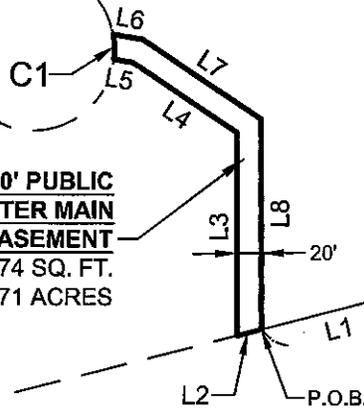
LOT 1  
C.S.M. NO. 9338  
TAX KEY  
#8919011000



GRAPHICAL SCALE (FEET)



20' PUBLIC  
WATER MAIN  
EASEMENT  
5,974 SQ. FT.  
0.1371 ACRES



WEST LOOMIS ROAD  
STATE TRUNK HIGHWAY "45" & "36"

# WATER MAIN EASEMENT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

SHEET 1 OF 2

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08/04/2022

PLAN | DESIGN | DELIVER

PEG JOB#809.60

## LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 9338, as recorded August 06, 2021, in the Register of Deeds office for Milwaukee County as Document No. 11148158, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southeast corner of Lot 1 of said Certified Survey Map No. 9338; thence South 75°45'51" West along the south line of said Lot 1, 118.17 feet to the Point of Beginning;

Thence continuing South 75°45'51" West along said south line, 20.58 feet;  
 thence North 00°34'39" West, 165.37 feet; thence North 56°41'55" West, 103.29 feet;  
 thence North 80°12'09" West, 16.09 feet to a point on a curve and the proposed east right of way line of Sophia Court; thence Northwesterly 20.52 feet along the arc of said curve to the left and said right of way line, whose radius is 66.00 feet and whose chord bears North 02°05'07" West, 20.44 feet; thence South 80°12'09" East, 16.09 feet; thence South 56°42'05" East, 118.13 feet; thence South 00°34'39" East, 171.17 feet to the Point of Beginning.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S75°45'51"W	118.17'
L2	S75°45'51"W	20.58'
L3	N00°34'39"W	165.37'
L4	N56°41'55"W	103.29'
L5	N80°12'09"W	16.09'
L6	S80°12'09"E	24.44'
L7	S56°42'05"E	118.13'
L8	S00°34'39"E	171.17'

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	20.52'	66.00'	N2°05'07"W	20.44'