

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2018-107**

**APPROVAL OF A CERTIFIED SURVEY MAP, CONDOMINIUM PLAT AND
RECEIPT OF DEVELOPMENT RIGHTS FOR PROPERTY LOCATED AT 3553
VINBURN ROAD, IN THE VILLAGE OF WINDSOR, DANE COUNTY**

WHEREAS, Scott Feiner (the "Petitioner") has requested approval of (1) a Certified Survey Map to divide property at 3553 Vinburn Road (the "Subject Property"); (2) a Rezone of the Subject Property; (3) a Condominium Plat for the Subject Property; and (4) Receipt of Development Rights for the Subject Property; and

WHEREAS, the Petitioner obtained Conditional Approval of the Certified Survey Map, Rezone, Condominium Plat and Receipt of three residential "splits" from an alternate property location in Plan Commission Resolution 2018-25; and

WHEREAS, the Village Director of Planning/Zoning Administrator has reviewed the request and prepared a Staff Report dated November 29, 2018 (the "Staff Report") recommending approval, subject to certain conditions specified in the Staff Report; and

WHEREAS, following review of information presented at the Plan Commission meeting, the Public Hearing, the Village Board meeting and the Staff Report, the Village Board approves the Certified Survey Map, Condominium Plat and Receipt of three residential "splits" from an alternate property location subject to the conditions specified in the Staff Report and as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Windsor as follows:

The Village of Windsor Board **Approves** the Certified Survey Map, Condominium Plat, and Receipt of Development Rights request for Scott Feiner located at 3553 Vinburn Road, DeForest, WI subject to the following conditions:

1. Certified Survey Map
 - a. The Petitioner shall address the technical comments set forth in the Village Staff Comments section and Village Policy Comments/Concerns section of the Staff Report to the satisfaction of the Director of Planning/Zoning Administrator.
 - b. The Petitioner shall satisfy all conditions of approval by the Village of Windsor and any other approving authorities and shall thereafter promptly record the Certified Survey Map with the Dane County Register of Deed's office.
 - c. The Petitioner shall comply with the requirements of Chapter 52 A-2(2), Agriculture District of the Village of Windsor Code of Ordinances.
 - d. The Petitioner shall record a deed restriction, in a form approved by the Village Attorney, acknowledging that Lot 1 of the Certified Survey Map shall be restricted from any further land division.
2. Condominium Plat

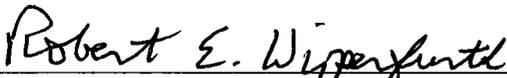
- a. The Petitioner shall address the technical comments set forth in the Village Staff Comments section and Village Policy Comments/Concerns section of the Staff Report to the satisfaction of the Director of Planning/Zoning Administrator.
 - b. The Petitioner shall satisfy all conditions of approval by the Village of Windsor and any other approving authorities and shall thereafter promptly record the Condominium Plat with the Dane County Register of Deed's office.
 - c. The Petitioner shall construct up to three (3) single-family home sites as illustrated on the Condominium Plat as presented to the Village of Windsor Board at its meeting on December 6, 2018.
 - d. The Petitioner shall prepare a Joint Driveway Easement and Maintenance Agreement, in a form approved by the Village Attorney and thereafter promptly record it with the Dane County Register of Deed's office..
 - e. The Petitioner shall prepare and record with the Dane County Register of Deed's office a notice, in a form satisfactory to the Village Attorney, acknowledging the presence of agricultural practices in the vicinity of the Subject Property pursuant to the Wisconsin Right to Farm Statute, §823.08.
 - f. The Petitioner shall construct the private drive in accordance with the requirements of Chapter 42 *Roads, Paths and Other Public Rights-of-Way* of the Village of Windsor Code of Ordinances.
 - g. The Petitioner shall comply with the requirements of Chapter 52 *A-2(2), Agriculture District* of the Village of Windsor Code of Ordinances.
 - h. The Petitioner shall obtain approval of an Erosion & Sedimentation Control Plan and Stormwater Management Plan by the Village of Windsor and Dane County Land & Water Resources. The Petitioner shall comply with any and all recommendations by the Village of Windsor and Dane County Land & Water Resources.
 - i. The Petitioner shall prepare a Stormwater Management Agreement, in a form satisfactory to the Village Attorney and Village Director of Planning/Zoning Administrator, for all stormwater management facilities and record same with the Dane County Register of Deed's office.
3. Transfer of Development Rights - The residential development rights pursuant to the Windsor Comprehensive Plan: 2035 for three (3) residential units shall be transferred to the Subject Property from property located at 3804 Vinburn Road as set forth in VB Resolution 2018-106.
 4. The Petitioner shall submit payment for Fee in Lieu of Parkland and Fee for Initial Improvement of Parkland per new residential dwelling. The Fee In Lieu of Parkland is \$1,499.89 per new residential dwelling and Fee for Initial Improvement of Parkland is \$1,177.59 per new residential dwelling. Fee shall be paid prior to signing and recording of the Certified Survey Map or Condominium Plat.
 5. The Petitioner shall promptly reimburse the Village of Windsor for all costs and expenses incurred by Windsor in connection with the review and approval of the Certified Survey Map, Rezone, Condominium Plat, and Receipt of Development Rights request, including, but not limited to, the cost of professional services incurred by the Village of Windsor for

the review and preparation of required documents, attendance at meetings or other related professional services.

6. The Village of Windsor Board's approval of the Certified Survey Map, Rezone, Condominium Plat, and Receipt of Development Rights request expires one hundred eighty (180) days from the date of adoption of this Resolution. Time is of the essence. If the Petitioner encounters an unforeseen development delay, as determined by the Zoning Administrator, the Zoning Administrator is authorized to extend the one hundred eighty (180) days expiration up to an additional one hundred twenty (120) days. If the Petitioner has not complied with all of the conditions prior to expiration, then a new application and new fees must be submitted and a complete review will be necessary.

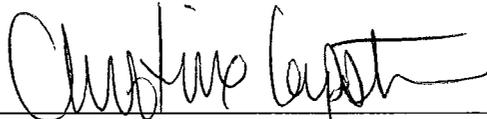
The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor held on December 6, 2018, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR



Robert E. Wipperfurth, President

Attested by:



Christine Capstran, Village Clerk

INCORPORATED BY REFERENCE:

Staff Report
PC Resolution 2018-25
VB Resolution 2018-106



To: Village of Windsor Board
 Cc: Robert Wipperfurth, Tina Butteris, Kevin Richardson, William Cole
 From: Amy Anderson Schweppe, Jamie Rybarczyk
 Rpt Date: November 29, 2018
 Mtg Date: December 6, 2018
 Submtl Date: October 11, 2018
 Due Date: January 9, 2019
 Re: Feiner – Certified Survey Map, Rezone, Condominium Plat, & Receiving of Development Rights

BACKGROUND:

Petitioner: Scott Feiner
 Property Owner: See Table 1
 Location / Address: See Table 1
 Taxkey Number: See Table 1
 Areas: See Table 1
 Existing Zoning: A1-EX, Exclusive Agriculture
 Proposed Zoning: A-2(2), Agriculture
 Future Land Use: Farmland Preservation District

Table 1: Property Owner

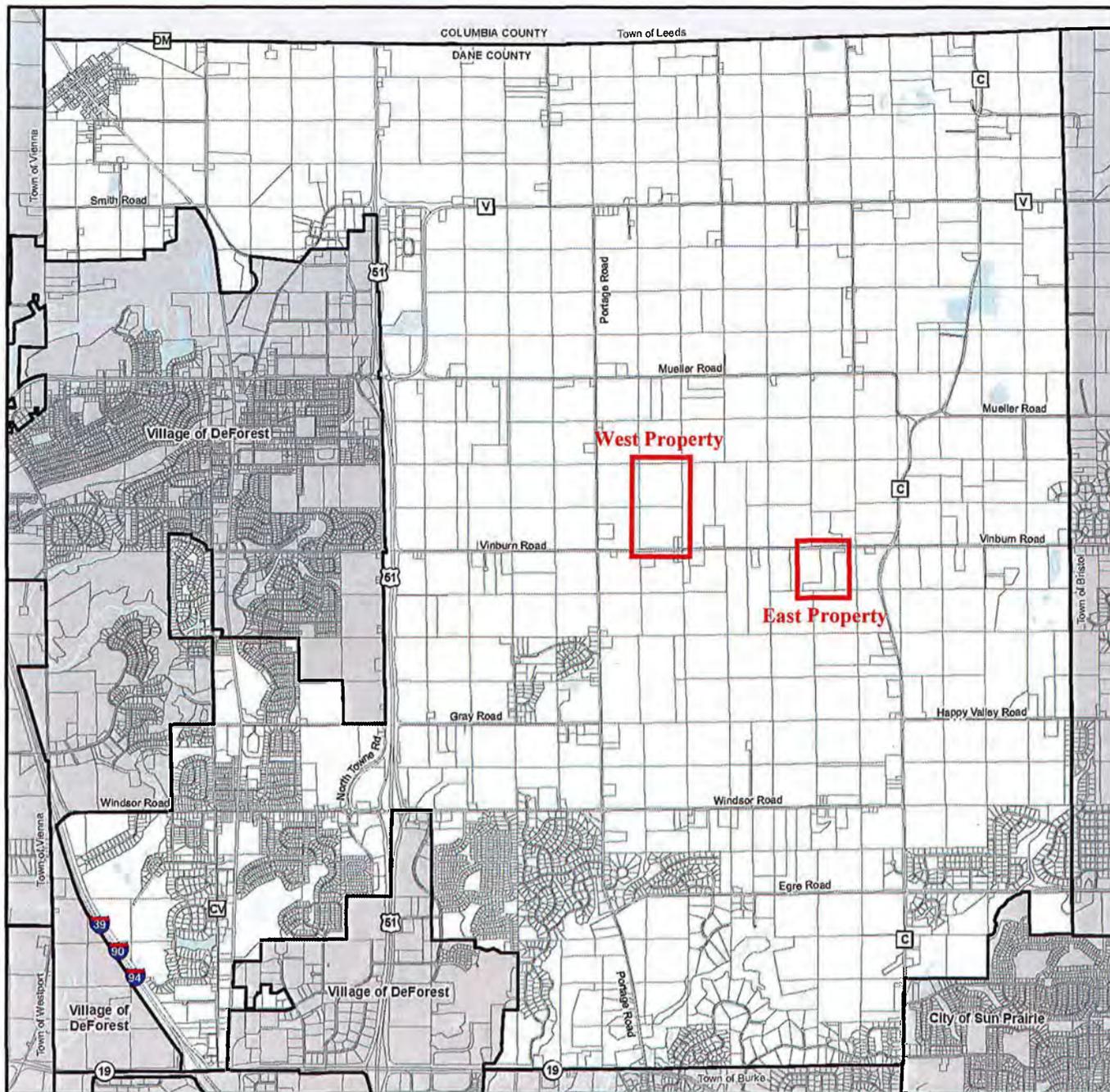
Lot 1	East Property	Buchner Rev Tr, Alan	3553 Vinburn Road	196/0910-231-8541-0	15.69ac
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REQUEST:

The Petitioner is requesting a Certified Survey Map, Condominium Plat, Rezone and Receiving of Development Rights on the East Property.

See Map A for the general location of the West and East property.

Map A: Property Location



OVERVIEW:

The East property is 16.65 acres in size with one (1) eligible residential split. The Petitioner intends to develop four (4) residential splits as single-family homes sites. In order to achieve this intent, a transfer/receiving of three (3) residential splits from the West property to the East property must occur.

Subject to the Village Plan Commission and Village Board approving the Transfer/Receiving of Development Rights, the Petitioner intends to conduct the following:

1. Subdivide the 16.65 acres into two (2) lots by Certified Survey Map. Lot 1 would be 2.0 acres in size, Lot 2 would be 14.0 acres in size, and 0.65 would be dedicated for right-of-way.
2. Rezone the 16.65 acres from A1-EX, Exclusive Agriculture District to A-2(2), Agriculture District.
3. Subdivide, further, Lot 2 of the Certified Survey Map into three (3) Condominium Plat Units, with each Unit approximately 3 acres or greater in size.

Each of the four (4) single-family home sites would be accessed by a private drive from Vinburn Road. The single-family homes sites would also share a regional stormwater management facility.

VILLAGE STAFF COMMENTS:

The Planning, Zoning and Development Department provides the Village of Windsor Board with the following **planning, zoning and development** comment(s):

1. Village of Windsor Code of Ordinances: Chapter 38 Planning and Development

The Certified Survey Map is consistent with the requirements of Chapter 38 Planning and Development.

The Condominium Plat is consistent with the requirements of Chapter 38 Planning and Development.

2. Village of Windsor Code of Ordinances: Chapter 52 Zoning Districts

The Rezone is consistent with the requirements of Chapter 52 Zoning Districts.

3. Village of Windsor Comprehensive Plan: 2035

The Certified Survey Map, Rezone, and Condominium Plat are consistent with the goals, objectives and policies of the Village of Windsor Comprehensive Plan: 2035.

The Engineering Department provides the Village of Windsor Board with the following **engineering** comment(s):

1. Construction of the driveway to serve the Feiner CSM will disturb more than 20,000 ft.², this will trigger the requirement of a stormwater management plan and Erosion Control Plan to be approved by Dane County.
2. I have reviewed the stormwater management calculations and have no objections.

The Surveying Department provides the Village of Windsor Board with the following **surveying** comment(s):

Certified Survey Map

1. The final Certified Survey Map must have every sheet signed, sealed and dated by the surveyor.
2. The total platted area in square feet shown on sheet 1 doesn't match the square feet shown in the Surveyor's Certificate.
3. The square feet shown for each lot excluding right-of-way and including right-of-way seem to be in error and should be corrected.
4. The bearing and distance shown on the eastern most property line for Lot 2 doesn't match those shown in the legal description in the Surveyor's Certificate.
5. The bearing and distance shown on the east-west property line for Lot 2 just after the course above doesn't match those shown in the legal description in the Surveyor's Certificate.

6. A notation “No Vehicular Access” shall be added to Lot 1 of the Certified Survey Map along Vinburn Road.

Condominium Plat

1. The half right-of-way dimensions shown at the northwest and northeast corners of Unit 1 don't match the Certified Survey Map and should be corrected to match on both documents.
2. The bearing on the north line of Unit 1 doesn't match the Certified Survey Map and should be corrected to match on both documents.
3. The bearing on the west line of Unit 1 doesn't match the Certified Survey Map and should be corrected to match on both documents.
4. The square feet and acreage shown for Unit 1 appears to be incorrect and should be corrected.
5. The acreage shown in the Surveyor's Certificate appears to be incorrect and should be corrected.
6. The legend shows: () INDICATES RECORDED AS but no recorded bearings are shown, this should probably be removed from the legend.

The DeForest Windsor Fire & EMS provides the Village of Windsor Board with the following **fire and emergency services** comment(s):

1. The DeForest Windsor Fire & EMS District have no objections to the Certified Survey Map, Rezone, or Condominium Plat.

VILLAGE POLICY COMMENTS/CONCERNS:

The Village Staff provides the Village of Windsor Board with the following policy comments/concerns that require further discussion and action:

1. Require the Petitioner to submit payment for Fee in Lieu of Parkland and Fee for Initial Improvement of Parkland per new residential dwelling. The Fee In Lieu of Parkland is \$1,499.89 per new residential dwelling and Fee for Initial Improvement of Parkland is \$1,177.59 per new residential dwelling. Fee shall be paid prior to signing and recording of the Certified Survey Map or Condominium Plat.
2. Require the Petitioner to prepare a Joint Driveway Easement and Maintenance Agreement in a form approved by the Village Attorney and thereafter promptly record it with the Dane County Register of Deed's office.
3. Require the Petitioner to prepare and record a notice acknowledging the presence of agricultural practices in the vicinity of the Subject Property pursuant to the Wisconsin Right to Farm Statute, §823.08.

VILLAGE PLAN COMMISSION RECOMMENDATION:

On November 8, 2018 the Village Plan Commission recommended to the Village Board Approval of the Certified Survey Map, Rezone, Condominium Plat and Receiving of Development rights request for Scott Feiner located 3553 Vinburn Road by Plan Commission Resolution 2018-25.

Exhibit B provides the unofficial meeting minutes for the Village Plan Commission regarding the Petitioner's request.

VILLAGE STAFF RECOMMENDATION:

Depending on confirmation by the Village of Windsor Board of the above described comments, the Village of Windsor Board may take the following action:

The Village of Windsor Board **Approves** the Certified Survey Map, Rezone, Condominium Plat, and Receiving of Development Rights request for Scott Feiner located at 3553 Vinburn Road, DeForest, WI subject to the following conditions:

1. Rezone
 - a. Lots 1 and 2 of the Certified Survey Map shall be rezoned from A-4, Agriculture District to A-2(2), Agriculture District.
 - b. The Rezone shall have a delayed effective date and shall take effect at such time as the accompanying Certified Survey Map has been recorded in the Dane County Register of Deed's office.
2. Certified Survey Map
 - a. The Petitioner shall address the technical comments set forth in the Village Staff Comments section and Village Policy Comments/Concerns section of the Staff Report to the satisfaction of the Director of Planning/Zoning Administrator.
 - b. The Petitioner shall satisfy all conditions of approval by the Village of Windsor and any other approving authorities and shall thereafter promptly record the Certified Survey Map with the Dane County Register of Deed's office.
 - c. The Petitioner shall comply with the requirements of Chapter 52 A-2(2), Agriculture District of the Village of Windsor Code of Ordinances.
 - d. The Petitioner shall record a deed restriction, in a form approved by the Village Attorney, acknowledging that Lot 1 of the Certified Survey Map shall be restricted from any further land division.
3. Condominium Plat
 - a. The Petitioner shall address the technical comments set forth in the Village Staff Comments section and Village Policy Comments/Concerns section of the Staff Report to the satisfaction of the Director of Planning/Zoning Administrator.
 - b. The Petitioner shall satisfy all conditions of approval by the Village of Windsor and any other approving authorities and shall thereafter promptly record the Condominium Plat with the Dane County Register of Deed's office.
 - c. The Petitioner shall construct up to three (3) single-family home sites as illustrated on the Condominium Plat as presented to the Village of Windsor Board at its meeting on December 6, 2018.
 - d. The Petitioner shall prepare and record a Joint Driveway Easement and Maintenance Agreement.
 - e. The Petitioner shall prepare and record a notice acknowledging the presence of agricultural practices in the vicinity of the Subject Property pursuant to the Wisconsin Right to Farm Statute, §823.08.
 - f. The Petitioner shall construct the private drive in accordance with the requirements of Chapter 42 *Roads, Paths and Other Public Rights-of-Way* of the Village of Windsor Code of Ordinances.

- g. The Petitioner shall comply with the requirements of Chapter 52 A-2(2), *Agriculture District* of the Village of Windsor Code of Ordinances.
 - h. The Petitioner shall obtain approval of an Erosion & Sedimentation Control Plan and Stormwater Management Plan by the Village of Windsor and Dane County Land & Water Resources. The Petitioner shall comply with any and all recommendations by the Village of Windsor and Dane County Land & Water Resources.
 - i. The Petitioner shall prepare a Stormwater Management Agreement, in a form satisfactory to the Village Attorney and Village Director of Planning/Zoning Administrator, for all stormwater management facilities and record same.
4. Transfer of Development Rights - The residential development rights pursuant to the Windsor Comprehensive Plan: 2035 for three (3) residential units shall be transferred to the Subject Property from property located at 3804 Vinburn Road as set forth in VB Resolution 2018-106.
 5. The Petitioner shall submit payment for Fee in Lieu of Parkland and Fee for Initial Improvement of Parkland per new residential dwelling. The Fee In Lieu of Parkland is \$1,499.89 per new residential dwelling and Fee for Initial Improvement of Parkland is \$1,177.59 per new residential dwelling. Fee shall be paid prior to signing and recording of the Certified Survey Map or Condominium Plat.
 6. The Petitioner shall promptly reimburse the Village of Windsor for all costs and expenses incurred by Windsor in connection with the review and approval of the Certified Survey Map, Rezone, Condominium Plat, and Receiving of Development Rights request, including, but not limited to, the cost of professional services incurred by the Village of Windsor for the review and preparation of required documents, attendance at meetings or other related professional services.
 7. The Village of Windsor Board's approval of the Certified Survey Map, Rezone, Condominium Plat, and Receiving of Development Rights request expires one hundred eighty (180) days from the date of adoption of this Resolution. Time is of the essence. If the Petitioner encounters an unforeseen development delay, as determined by the Zoning Administrator, the Zoning Administrator is authorized to extend the one hundred eighty (180) days expiration up to an additional one hundred twenty (120) days. If the Petitioner has not complied with all of the conditions prior to expiration, then a new application and new fees must be submitted and a complete review will be necessary.

EXHIBITS:

- A. Petitioner Application
- B. Village Plan Commission Meeting Minutes (Unofficial) of November 8, 2018

Contact Information

Applicants

Name: Alan Buchner + Scott Feiner + Beth Feiner
 Address: 4003 Vinburn Rd. + 302 S. Thompson Road
 City, State, Zip: DeForest WI 53532 + Sun Prairie WI 53590
 Phone Number(s): 608-846-4560 608-837-3266
 Cell Phone(s):
 Email Address(es): alan@circlebinc.com + feinmam@icloud.com

Surveyors

Name: Dan Paulson + Eric E. Lindgar
 Address: 136 W. Holm Street 5010 Veger Road, Madison, WI 53718
 City, State, Zip: DeForest WI 53532 Madison, WI 53718
 Phone Number(s): 608-846-2523 608-838-0444 X236
 Cell Phone(s):
 Email Address(es): dapaulson@centurytel.net + elindgar@snyder-associates.com

Attorney:

Name: Michael J. Lawton
 Address: P.O. Box 927
 City, State, Zip: Madison WI 53701
 Phone Number(s): 608-286-7236
 Cell Phone(s):
 Email Address(es): mlawton@beardmanclark.com

Owner:

Name: Alan Buchner
 Address: 4003 Vinburn Rd.
 City, State, Zip: DeForest WI 53532
 Phone Number(s): 608-846-4560
 Cell Phone(s):
 Email Address(es): alan@circlebinc.com

Engineer:

Name: Michael Calkins
 Address: 5010 Veger Road
 City, State, Zip: McFarland WI 53718
 Phone Number(s): 608-838-0444
 Cell Phone(s):
 Email Address(es): mcalkins@snyder-associates.com

Village of Windsor
Zoning Review, Special Use Permit, Conditional Use Permit and/or Variance

The applicant is responsible for adhering to all requirements of Village ordinances, regulations, plans, and policies. This form shall not be deemed a substitute for the applicant's thorough reading and understanding of applicable Village ordinances, regulations, plans, and policies.

Select Request Rezone Special Use Permit
 Conditional Use Permit Variance

Brief Description of Project: rezone to permit 4 single family residences on property in a 2-lot CSM &

Project Location: 3553 Vinburn Road a 3-unit condo plat

Parcel Number(s): 0910-231-8541-0

Review and Approval Process (per Sections 4.1, 4.5, and 4.13 of Subdivision Ordinance)

- 1) One consultation meeting with Village Staff (Engineer, Legal Counsel, Planner and Planning and Development Coordinator at no charge.) Optional
- 2) Submittal of application form, fees/review escrow, 15 copies of the Zoning Map (if applicable) and supplementary materials as described above (at least 30 days prior to next plan commission meeting) including a digital pdf copy of all submitted drawings and supplementary data.
- 3) Staff review of application materials for compliance with requirements.
- 4) Plan Commission review and comment.
- 5) Village Board Review

Checklist Legend:	
✓	submitted completely
N/S	not submitted
N/A	not applicable to project
W	waived for reasons to be described in staff report
P	submittal pending, material must be submitted prior to meeting as requested by staff
A	submittal pending, material required as condition for approval

Date Complete Application Submitted: 10/10/18

Village of Windsor
Rezone Procedures and Requirements

Item		Applicant
1	Map of the Subject Property – showing all lands for which zoning is proposed, and all other lands within 500' of the boundaries of the subject property, with the names and addresses of the owners of all lands on said map as the same appear on the current tax records of the Village of Windsor. Said map shall clearly indicate the current zoning of the subject property and its environs, and jurisdiction(s) which maintain control. Said map and all its parts and attachments shall be submitted in a form that is reproducible and shall be at a scale of not less than 1" = 800'. All lot dimensions of the subject property, a graphic scale, and a north arrow shall be provided.	See CSM ✓
2	Map of Generalized Location of the Subject Property – in relation to Village as a whole.	See Condo plat ✓
3	Written Statement – including existing uses of the property, existing uses on all neighboring properties, proposed uses of the rezoned area indicating why the rezone is appropriate, and a time schedule for development.	✓

Village of Windsor

Certified Survey Map Review

+ Condo Plat

Certified Survey Map Application Form

The Village of Windsor Plan Commission typically meets on the third Tuesday of every month at 6:00 p.m., and the Village Board typically reviews planning issues on the third Thursday of every month at 5:00 p.m. (or as otherwise scheduled) at the Windsor Municipal Building, 4084 Mueller Road. Applicants must submit an application for a Certified Survey Map no less than 30 days prior to the next regularly scheduled Plan Commission meeting.

The application shall: 1) be on forms made available from the Village and accompanied by the required fee and review escrow, 2) include 15 copies of the certified survey map drawn per the requirements of the Village Subdivision Ordinance, Chapter 38 - Article IV - Division 6; and 3) include a digital pdf copy of all submitted drawings and supplementary data.

The applicant is responsible for adhering to all requirements of Village ordinances, regulations, plans, and policies. This form shall not be deemed a substitute for the applicant's thorough reading and understanding of applicable Village ordinances, regulations, plans, and policies.

Process for Review and Approval

- 1) Consultation meeting with Village Staff (Optional)
- 2) Submittal (at least 30 days prior to next plan commission meeting) of application form, application fee, review escrow, and CSM with supplementary materials as described above
- 3) Staff review of application materials for compliance with requirements
- 4) Plan Commission review, public hearing, and recommendation
- 5) Village Board review, public hearing, and action
- 6) Subdivider shall record the CSM with the Dane County Register of Deeds within 30 days of approval by Village Board and any other approving agencies, and provide a copy of executed documents to Village Clerk

Technical Requirements of CSM

The CSM shall show correctly on its face all the information required by Wis. Statute 236.34, and shall meet all the surveying and monumenting requirements of Wis. Statute 236.15. In addition, the applicant shall submit the following documents which shall be considered to be incorporated with and made part of the CSM:

Item		Applicant
1	Deed Restrictions	V/S V/A
2	Joint Maintenance Agreements	✓ Stair & Driveway
3	All certificates required by Wis. Stat. 236.34	✓ on maps

4	Final Street Plan	N/S	N/A
5	Final Stormwater Management Plan		in progress
6	Final Erosion and Sedimentation Control Plan		in progress
7	Soil and Subsurface Investigation Report	V/S	N/A
5	Traffic Control Plan	V/S	NA
8	Water and Sewer Plans	V/S	N/A
9	Opinion of Probable Cost	V/S	N/A
10	Additional Plans or Information	✓	Condo docs
11	Owner's and Mortgagee's certificates for Street Dedication	N/S	N/A

Checklist Legend:

✓	submitted completely
N/S	not submitted
N/A	not applicable to project
W	waived for reasons to be described in staff report
P	submittal pending, material must be submitted prior to meeting as requested by staff
A	submittal pending, material required as condition for approval

Date Complete Application Submitted: _____

10/10/18

Project: Scott Feiner CSM
Project Number: 118.0929.30
Date: 10-9-18

LEGAL DESCRIPTION:

A parcel of land located in the Northwest Quarter of the Northeast Quarter and also part of the Northeast Quarter of the Northwest Quarter all in Section 23, Township 9 North, Range 10 East, Town of Windsor, Dane County, Wisconsin, more fully described as follows:

Commencing at the North Quarter corner of said Section 23, thence N88°52'56"E, along the North line of the Northeast Quarter of said Section 23, 261.15 feet and the point of beginning; thence continuing along said North line N88°52'56"E, 738.72 feet; thence S07°11'01"E, 166.07 feet; thence S88°53'24"W, 354.56 feet; thence S01°06'01"E, 1158.33 feet to the South line of the Northwest Quarter of the Northeast Quarter of said Section 23; thence continuing along said South line S88°54'41"W, 661.92 feet to a 1 1/4" iron pipe at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 23; thence along the South line of the Northeast Quarter of the Northwest Quarter of said Section 23, S88°59'08"W, 312.89 feet; thence N01°11'39"W, 238.17 feet; thence N88°59'00"E, 313.12 feet to the West line of the Northeast Quarter of said Section 23; thence N88°52'28"E, 260.11 feet; thence N01°05'19"W, 1084.88 feet to the North line of the Northeast Quarter of said Section 23 and the point of beginning. This description contains approximately 725,418 square feet or 16.65 acres.

DESCRIPTION OF THE PROJECT

The applicants propose to divide, and rezone to residential use, the subject property (16.65 gross acres) owned by the Alan Buchner Revocable Trust into two lots. Lot 1 (87,251 net SF) will be retained by the Trust initially and is planned as a single family home site for the daughter of Mr. Buchner along Vinburn Road. Lot 2 (613,733 net SF) of the subject property will be purchased by Scott and Beth Feiner from Sun Prairie, Wisconsin, who are seeking approval of a condominium plat for Lot 2. The condominium plat proposes to have 3 units, all of which shall be used for a total of 3 detached single family residences and accessory structures, one for Scott and Beth, and one for each of two of their children. The Feiners will be moving from their residence in Sun Prairie, which has now become surrounded by intense commercial development on Sun Prairie's west side. Right of way for Vinburn Road will be dedicated to the Village on the CSM.

All of the houses in the proposed CSM will be served by a single private driveway off of Vinburn Road, and all of the parties will contribute to the maintenance of the driveway, including snow plowing, on an ongoing basis. There will be a recorded driveway easement between Lots 1 and 2 of the CSM, and in addition, the condo declaration for the 3-unit condo will provide for maintenance of the driveway.

All of the houses in the proposed CSM will be served by a stormwater management system and pond, with the pond in the SE corner of the CSM. The rights of Lots 1 and 2 of the CSM to use the stormwater system and pond will be governed by an easement agreement for Lots 1 and 2. The owners of Lots 1 and 2 will contribute to the maintenance of the stormwater system. In addition, the condo declaration will provide for maintenance of the stormwater system.

All parties are aware that the stormwater system is adjacent to farm land to the south and east, and that the design must avoid any adverse impacts on the adjacent farm land.

The property in question is currently zoned in an agricultural zoning classification, and the southerly and easterly portion is crop land, and the northerly and westerly portion is heavily wooded.

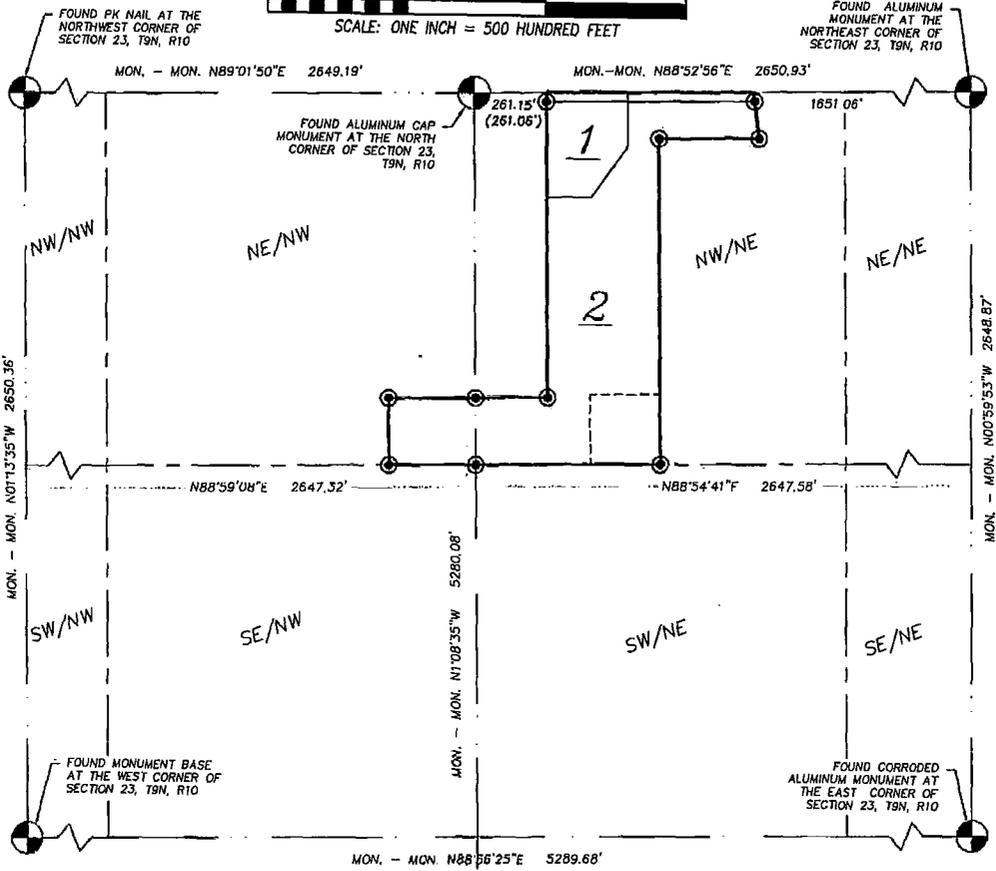
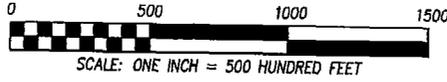
Generally, the lands surrounding the subject property are in agricultural use, except that there is a farm residence and accessory buildings immediately west of the subject property, and there is an old quarry site to the north of the subject property across Vinburn Road that has been redeployed for outdoor storage inside the old quarry. The proposed development will not have any adverse effect on these other uses, nor will the uses on the adjoining lands be a problem for the proposed use on the subject property.

The proposed use is appropriate as the subject property is an odd "Z" shaped parcel which contains mostly wooded land, and a small portion of crop land. Hence, it does not contain a lot of land for production farming. The woods will provide an attractive setting for a limited number of residences. The rezoning will not create any demand for public services of any significance, as there will be no additional public streets, and the stormwater area will be privately maintained. Access to the site will be from one entrance/exit point on Vinburn Road, thus enhancing safety. The stormwater plan will carefully deal with any concerns from the adjoining land owners. Given the low density of the proposal, we anticipate that the Bucher and Feiner families will build houses that will generate a substantial tax base on the property. Alan Bucher will be deed restricting other land that is owned by his family in order to comply with Village farm land preservation requirements.

The parties anticipate closing on the transaction in early 2019 following Village approval, with construction of the first residence and related improvements to take place in 2019.

CERTIFIED SURVEY MAP No. _____

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND ALSO PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 23, TOWNSHIP 9 NORTH, RANGE 10 EAST, VILLAGE OF WINDSOR, DANE COUNTY, WISCONSIN.



BEARINGS ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, T9N, R10E MEASURED AS BEARING N88°52'56\"E.

- LEGEND**
- 1 1/4" IRON PIPE (I.P.) FOUND (UNLESS OTHERWISE NOTED)
 - ⊕ SECTION CORNER FOUND

DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

C.S.M. No. **DRAFT**
 Doc. No. _____
 Vol. _____ Page _____

SURVEYED FOR:
 Scott Feiner
 302 S. Thompson Rd.
 Sun Prairie, WI 53590

SURVEYED BY:
 Snyder & Associates, Inc.
 5010 Voges Road
 Madison, WI 53718
 (608) 838-0444
 www.snyder-associates.com



FN: 118.0929.30
 DATE: 09/24/18

REVISIONS:

SHEET
 2 OF 4

CERTIFIED SURVEY MAP No.

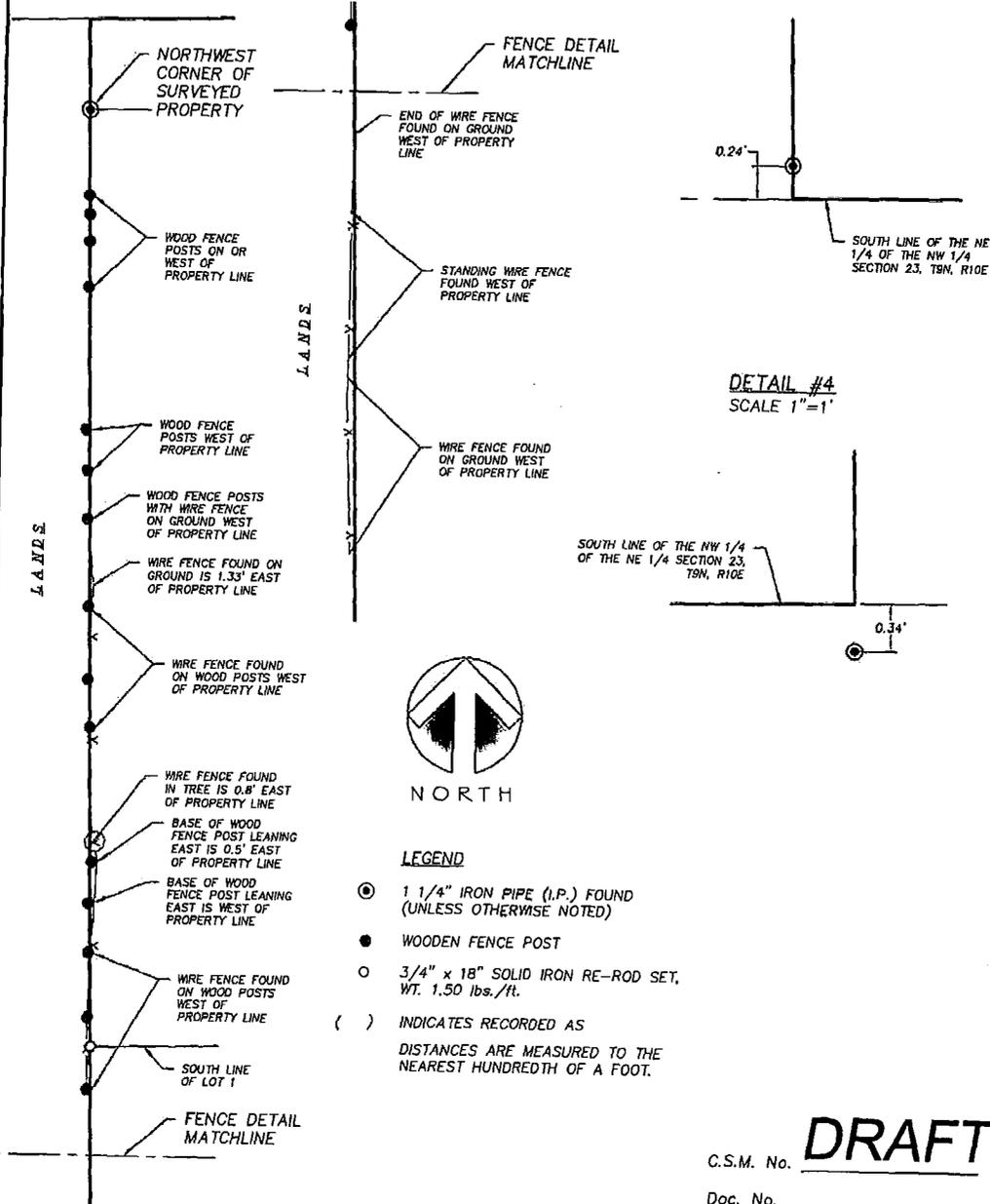
A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER AND ALSO PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 23, TOWNSHIP 9 NORTH, RANGE 10 EAST, VILLAGE OF WINDSOR, DANE COUNTY, WISCONSIN.

DETAIL #1
SCALE 1"=50'

DETAIL #2
SCALE 1"=50'

DETAIL #3
SCALE 1"=1'

DETAIL #4
SCALE 1"=1'



DRAFT

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

SURVEYED FOR:
Scott Feiner
302 S. Thompson Rd.
Sun Prairie, WI 53590

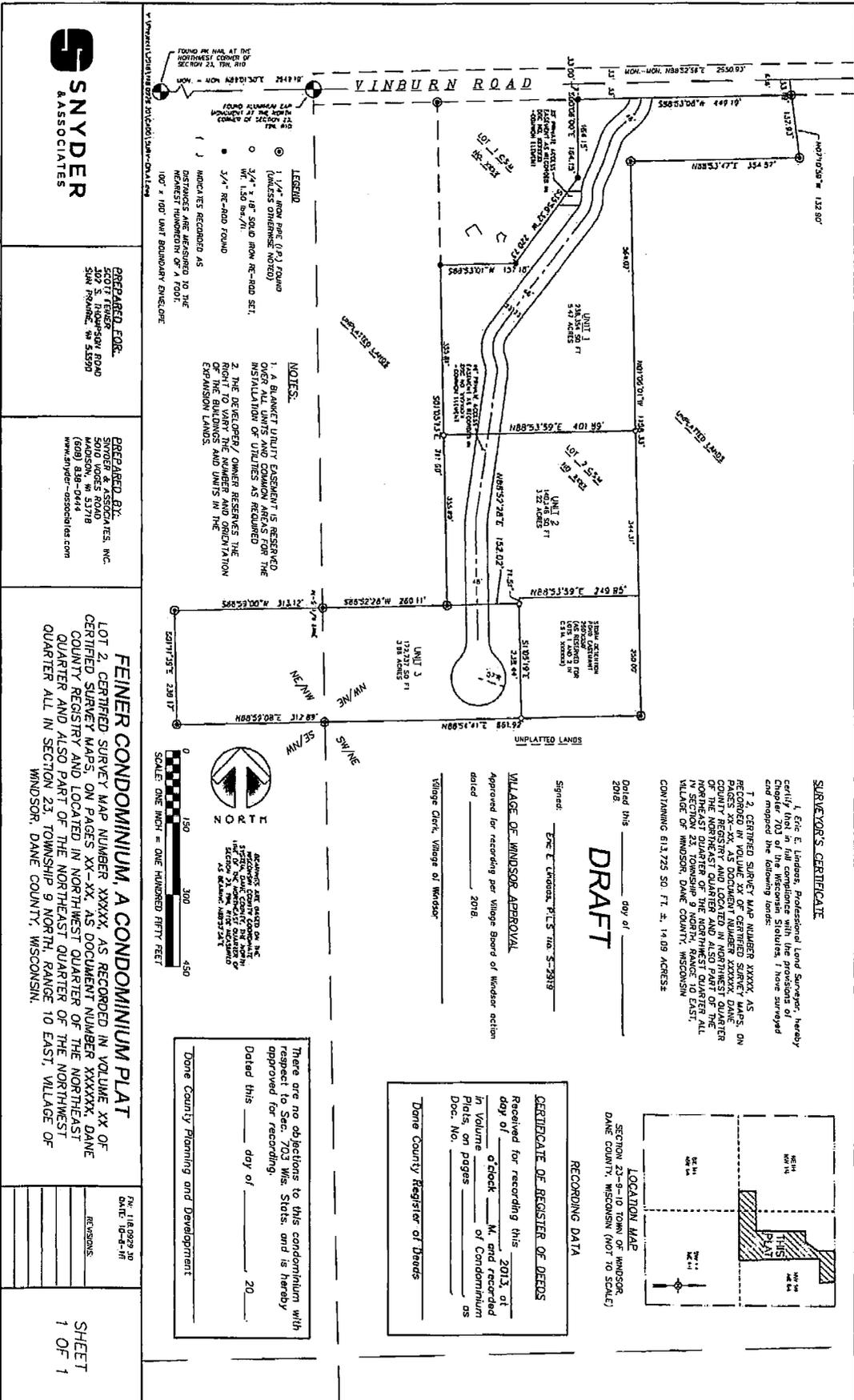
SURVEYED BY:
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
(608) 838-0444
www.snyder-associates.com



FR: 118.0929.30
DATE: 09/24/18

REVISIONS:

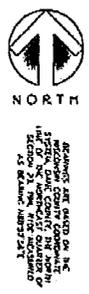
SHEET
3 OF 4



PREPARED FOR:
SCOTT FENER
302 S. HOPKINS ROAD
3RD FLOOR, WIS 53570

PREPARED BY:
SNYDER & ASSOCIATES, INC.
5010 LOGAN ROAD
WISCONSIN 53511
(608) 438-0444
www.snyder-associates.com

FENER CONDOMINIUM, A CONDOMINIUM PLAT
LOT 2, CERTIFIED SURVEY MAP NUMBER XXXXX AS RECORDED IN VOLUME XX OF
CERTIFIED SURVEY MAPS, ON PAGES XX-XX, AS DOCUMENT NUMBER XXXXX, DANE
COUNTY REGISTRY AND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST
QUARTER AND ALSO PART OF THE NORTHWEST QUARTER OF THE NORTHWEST
QUARTER ALL IN SECTION 23, TOWNSHIP 9 NORTH, RANGE 10 EAST, VILLAGE OF
WINDSOR, DANE COUNTY, WISCONSIN.



BEARINGS ARE BASED ON THE
WISCONSIN COUNTY CORNER
SYSTEM OF 1983. ALL BEARINGS
ARE TO THE CENTER OF THE
SECTION 23, TOWNSHIP 9 NORTH,
RANGE 10 EAST, DANE COUNTY,
WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Eric E. Lindas, Professional Land Surveyor, hereby
certify that in full compliance with the provisions of
Chapter Trans. 10.01, Stats., I have surveyed
and mapped the following lands:
1. 2 CERTIFIED SURVEY MAP NUMBER XXXXX AS
RECORDED IN VOLUME XX OF CERTIFIED SURVEY MAPS, ON
PAGES XX-XX, AS DOCUMENT NUMBER XXXXX, DANE
COUNTY REGISTRY AND LOCATED IN THE NORTHWEST QUARTER
OF THE NORTHWEST QUARTER AND ALSO PART OF THE
NORTHWEST QUARTER OF THE NORTHWEST QUARTER ALL
IN SECTION 23, TOWNSHIP 9 NORTH, RANGE 10 EAST,
VILLAGE OF WINDSOR, DANE COUNTY, WISCONSIN
CONTAINING 813,725 SQ. FT. ±, 14.09 ACRES.

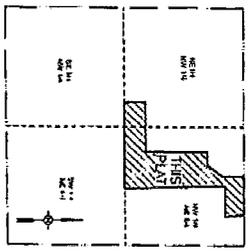
DRAFT

Dated this _____ day of _____
2016.

Signed: _____
Eric E. Lindas, P.L.S. No. S-7819

VILLAGE OF WINDSOR APPROVAL
Approved for recording per Village Board of Windsor action
dated _____ 2016.

Village Clerk, Village of Windsor



RECORDING DATA

CERTIFICATE OF REGISTER OF DEEDS
Received for recording this _____ 2016, at
_____ day of _____, M. and recorded
in Volume _____ of Condominium
Plats, on pages _____ as
Doc. No. _____
Dane County Register of Deeds

There are no objections to this condominium with
respect to Sec. 703 Wis. Stats. and is hereby
approved for recording.
Dated this _____ day of _____ 20____
Dane County Planning and Development

PL 116 0927 30
DATE 10-8-16
REVISIONS:
SHEET
1 OF 1

Parcel Number - 196/0910-231-8541-0

Current

< Parcel Parents

Summary Report

Parcel Summary		More +
Municipality Name	VILLAGE OF WINDSOR	
Parcel Description	SEC 23-9-10 PRT NW1/4NE1/4 & NE1/4NW1/4 ...	
Owner Name	BUCHNER REV TR, ALAN	
Primary Address	3553 VINBURN RD	
Billing Address	4003 VINBURN RD DEFOREST WI 53532	

Assessment Summary		More +
Assessment Year	2018	
Valuation Classification	G1 G4	
Assessment Acres	15.690	
Land Value	\$150,900.00	
Improved Value	\$0.00	
Total Value	\$150,900.00	

Show Valuation Breakout

Open Book

Open Book dates have passed for the year

Starts: ~~05/02/2018~~ 03:00 PM

Ends: ~~05/02/2018~~ 06:00 PM

[About Open Book](#)

Board Of Review

Starts: 05/15/2018 - 08:00 AM

Ends: To Adjourn

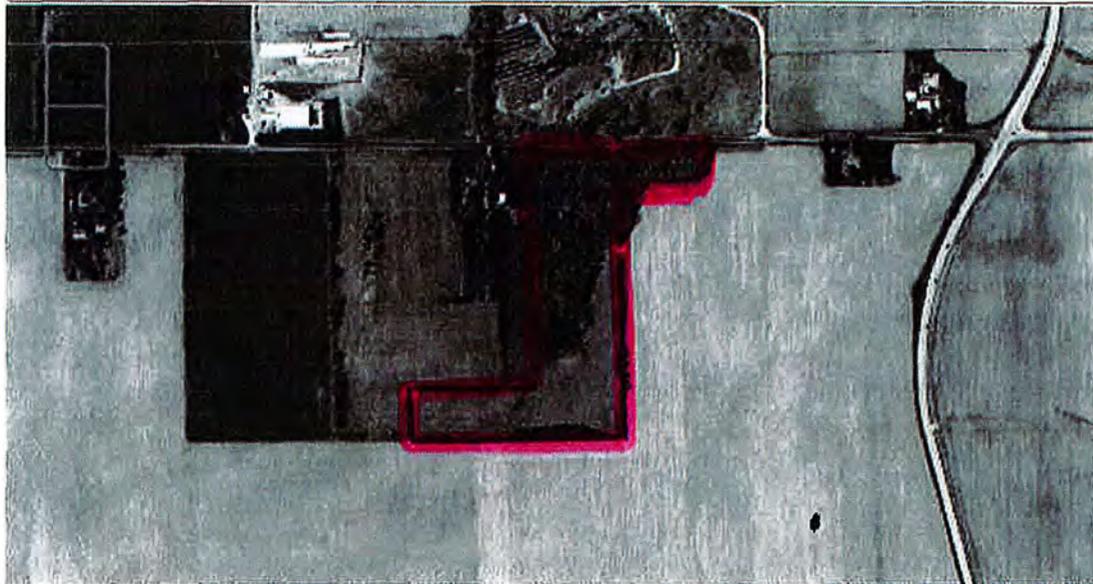
[About Board Of Review](#)

Show Assessment Contact Information ▼

Zoning Information

Contact your local city, village or town office for municipal zoning information.

Parcel Maps



[DCiMap](#)

[Google Map](#)

[Bing Map](#)

Tax Summary (2017)	More +
---------------------------	---------------

	E-Statement	E-Bill	E-Receipt
Assessed Land Value	Assessed Improvement Value		Total Assessed Value
\$150,900.00			\$150,900.00
Taxes:			\$2,544.54
Lottery Credit(-):			\$0.00
First Dollar Credit(-):			\$0.00
Specials(+):			\$0.00
Amount:			\$2,544.54

District Information

Type	State Code	Description
REGULAR SCHOOL	1316	DEFOREST SCHOOL DIST
TECHNICAL COLLEGE	0400	MADISON TECH COLLEGE

Recorded Documents

Doc. Type	Date Recorded	Doc. Number	Volume	Page
WD	03/26/2018	5397566		

Show More ▼

DocLink

DocLink is a feature that connects this property to recorded documents. If you'd like to use DocLink, all you need to do is select a link in this section. There is a fee that will require either a credit card or user account. Click here for instructions.

By Parcel Number: 0910-231-8541-0

PLEASE TURN OFF YOUR POP UP BLOCKER TO VIEW DOCLINK DOCUMENTS. If you're unsure how to do this, please contact your IT support staff for assistance. You will be unable to view any documents purchased if your pop up blocker is on.



Project: Scott Feiner CSM
Project Number: 118.0929.30
Date: 10-9-18

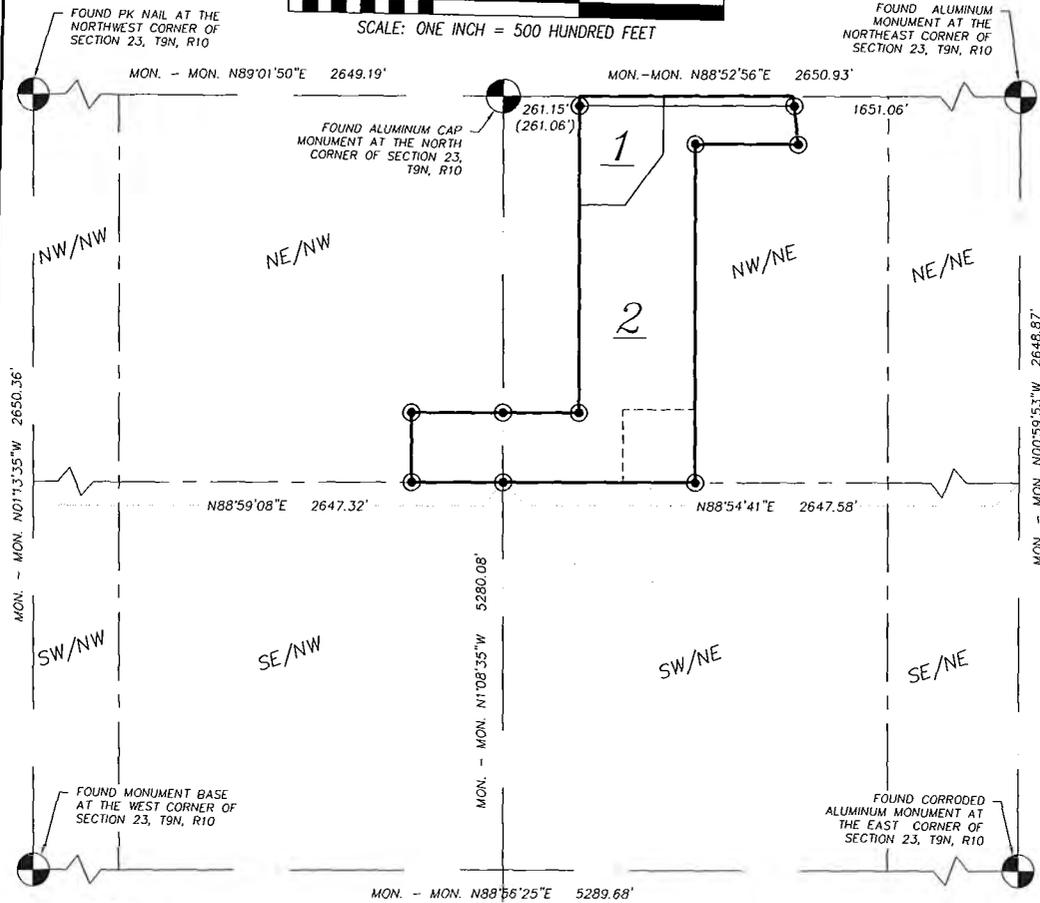
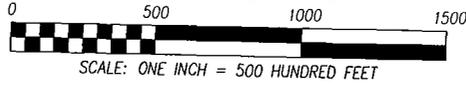
LEGAL DESCRIPTION:

A parcel of land located in the Northwest Quarter of the Northeast Quarter and also part of the Northeast Quarter of the Northwest Quarter all in Section 23, Township 9 North, Range 10 East, Town of Windsor, Dane County, Wisconsin, more fully described as follows:

Commencing at the North Quarter corner of said Section 23, thence N88°52'56"E, along the North line of the Northeast Quarter of said Section 23, 261.15 feet and the point of beginning; thence continuing along said North line N88°52'56"E, 738.72 feet; thence S07°11'01"E, 166.07 feet; thence S88°53'24"W, 354.56 feet; thence S01°06'01"E, 1158.33 feet to the South line of the Northwest Quarter of the Northeast Quarter of said Section 23; thence continuing along said South line S88°54'41"W, 661.92 feet to a 1 1/4" iron pipe at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 23; thence along the South line of the Northeast Quarter of the Northwest Quarter of said Section 23, S88°59'08"W, 312.89 feet; thence N01°11'39"W, 238.17 feet; thence N88°59'00"E, 313.12 feet to the West line of the Northeast Quarter of said Section 23; thence N88°52'28"E, 260.11 feet; thence N01°05'19"W, 1084.88 feet to the North line of the Northeast Quarter of said Section 23 and the point of beginning. This description contains approximately 725,418 square feet or 16.65 acres.

CERTIFIED SURVEY MAP No. _____

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND ALSO PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 23, TOWNSHIP 9 NORTH, RANGE 10 EAST, VILLAGE OF WINDSOR, DANE COUNTY, WISCONSIN.



BEARINGS ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, T9N, R10E MEASURED AS BEARING N88°52'56"E.

LEGEND

-  1 1/4" IRON PIPE (I.P.) FOUND (UNLESS OTHERWISE NOTED)
-  SECTION CORNER FOUND

DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

FOUND ALUMINUM MONUMENT AT THE SOUTH CORNER OF SECTION 23, T9N, R10

C.S.M. No. **DRAFT**

Doc. No. _____

Vol. _____ Page _____

SURVEYED FOR:
Scott Feiner
302 S. Thompson Rd.
Sun Prairie, WI 53590

SURVEYED BY:
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
(608) 838-0444
www.snyder-associates.com



FN: 118.0929.30
DATE: 09/24/18

REVISIONS:

SHEET
2 OF 4

CERTIFIED SURVEY MAP No. _____

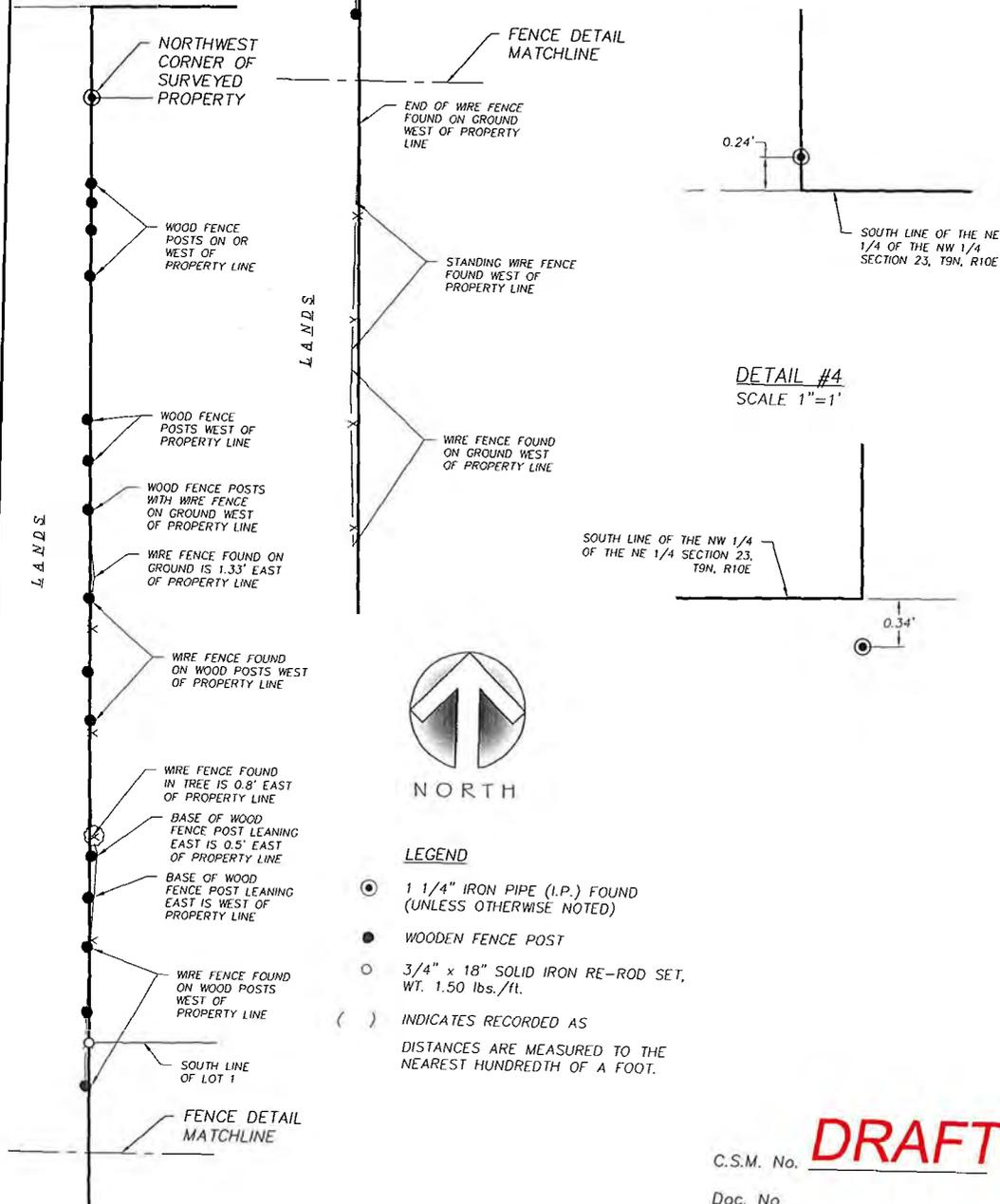
A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND ALSO PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 23, TOWNSHIP 9 NORTH, RANGE 10 EAST, VILLAGE OF WINDSOR, DANE COUNTY, WISCONSIN.

DETAIL #1
SCALE 1"=50'

DETAIL #2
SCALE 1"=50'

DETAIL #3
SCALE 1"=1'

DETAIL #4
SCALE 1"=1'



NORTH

LEGEND

- ⊙ 1 1/4" IRON PIPE (I.P.) FOUND (UNLESS OTHERWISE NOTED)
 - WOODEN FENCE POST
 - 3/4" x 18" SOLID IRON RE-ROD SET, WT. 1.50 lbs./ft.
 - () INDICATES RECORDED AS
- DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

DRAFT

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

SURVEYED FOR:
Scott Feiner
302 S. Thompson Rd.
Sun Prairie, WI 53590

SURVEYED BY:
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
(608) 838-0444
www.snyder-associates.com



FN: 118.0929.30
DATE: 09/24/18
REVISIONS:

SHEET
3 OF 4

AN ACCESS EASEMENT LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND ALSO PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 23, TOWNSHIP 9 NORTH, RANGE 10 EAST, TOWN OF WINDSOR, DANE COUNTY, WISCONSIN; AND THAT EASEMENT MORE FULLY DESCRIBES AS FOLLOWS:

Commencing from the N 1/4 of Section 23, T9N, R10E; Thence N88°53'08"E, 554.77 feet along the north line of the NE ¼; Thence S00°06'00"E, 33.00 feet to the south right of way Vinburn Road; Thence N88°53'08"E, 109.57 feet along said south right of way to the Point of Beginning; Thence continuing along said south right of way N88°53'08"E, 46.47 feet; Thence along a curve to the right 54.31 feet with an 88.00' radius, chord bearing S26°42'29"W, 66.53 feet; Thence S48°55'13"W, 29.96 feet; Thence along a curve to the left 21.63 feet with a 42.00' radius, chord bearing S34°09'50"W, 21.40 feet; Thence S19°24'26"W, 52.60 feet; Thence S24°36'16"W, 39.40 feet; Thence along a curve to the left 16.49 feet with a 42.00' radius, chord bearing S13°21'23"W, 16.39 feet; Thence S02°06'29"W, 13.21 feet; Thence along a curve to the right 54.31 feet with a 88.00' radius, chord bearing S19°47'14"W, 53.45 feet; Thence S37°28'00"W, 292.91 feet; Thence along a curve to the left 47.12 feet with a 42.00' radius, chord bearing S11°24'46"W, 44.69 feet; Thence along a curve to the right 40.21 feet with a 93.00' radius, chord bearing S08°16'00"E, 39.90 feet; Thence S07°56'39"W, 308.11 feet; Thence along a curve to the left 7.22 feet with a 47.00' radius, chord bearing S03°32'34"W, 7.21 feet; Thence S00°51'30"E, 242.69 feet; Thence along a curve to the left 42.83 feet with a 53.00' radius, chord bearing S24°00'26"E, 41.67 feet; Thence along a curve to the right 271.19 feet with a 57.00' radius, chord bearing S89°08'30"W, 78.76 feet; Thence along a curve to the left 42.83 feet with a 53.00' radius, chord bearing N22°17'26"E, 41.67 feet; Thence N00°51'30"W, 242.69 feet; Thence along a curve to the right 14.29 feet with a 93.00' radius, chord bearing N03°32'34"E, 14.27 feet; Thence N07°56'39"E, 306.28 feet; Thence along a curve to the left 19.01 feet with a 47.00' radius, chord bearing N09°08'29"W, 18.88 feet; Thence along a curve to the right 95.88 feet with a 88.00' radius, chord bearing N10°30'07"E, 91.20 feet; Thence N37°28'00"E, 290.92 feet; Thence along a curve to the left 25.92 feet with a 42.00' radius, chord bearing N19°47'14"E, 25.51 feet; Thence N02°06'29"E, 13.21 feet; Thence along a curve to the right 34.55 feet with a 88.00' radius, chord bearing N13°21'23"E, 34.33 feet; Thence N24°36'16"E, 37.31 feet; Thence N19°24'26"E, 50.52 feet; Thence along a curve to the right 45.33 feet with a 88.00' radius, chord bearing N34°09'50"E, 44.83 feet; Thence N48°55'13"E, 29.96 feet; Thence along a curve to the left 28.01 feet with a 42.00' radius, chord bearing N29°48'47"E, 27.50 feet to the Point of Beginning.

Area of said described access easement 67,628 SQ. FT (1.55 ACRES) more or less.

SURVEYOR'S CERTIFICATE

I, Eric E. Lindson, Professional Land Surveyor, hereby certify that I have personally surveyed the above described land and mapped the following lands:

LOT 2, CERTIFIED SURVEY MAP NUMBER XXXXX, AS RECORDED IN VOLUME XX OF CERTIFIED SURVEY MAPS, ON PAGES XX-XX, AS DOCUMENT NUMBER XXXXX, DANE COUNTY REGISTRY AND LOCATED IN NORTHWEST QUARTER SECTION 23, TOWNSHIP 9 NORTH, RANGE 10 EAST, VILLAGE OF WINDSOR, DANE COUNTY, WISCONSIN, CONTAINING 613,725 SQ. FT. ±, 14.09 ACRES ±

Dated this _____ day of _____, 2018.

DRAFT

Signed: Eric E. Lindson, P.L.S. No. S-2819

VILLAGE OF WINDSOR APPROVAL

Approved for recording per Village Board of Windsor action dated _____, 2018.

Village Clerk, Village of Windsor

RECORDING DATA

CERTIFICATE OF REGISTER OF DEEDS
 Received for recording this _____ day of _____, 2018, at _____ o'clock _____ M., and recorded in Volume _____ of Condominium Plats, on pages _____ of Doc. No. _____

Dane County Register of Deeds

There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this _____ day of _____, 2018.

Dane County Planning and Development



NOTES:

1. A BLANKET UTILITY EASEMENT IS RESERVED OVER ALL UNITS AND COMMON AREAS FOR THE INSTALLATION OF UTILITIES AS REQUIRED.
2. THE DEVELOPER/ OWNER RESERVES THE RIGHT TO VARY THE NUMBER AND ORIENTATION OF THE BUILDINGS AND UNITS IN THE EXPANSION LANDS.

LEGEND:

- 1. 1/4" IRON PINE (10) FOUND (UNLESS OTHERWISE NOTED)
- 3/4" ± IR. SOLO IRON RE-ROD SET, W/ 1.25" DIA. 1/4"
- 3/4" ± RE-ROD FOUND
- INDICATES RECORDED AS DISTANCES ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT.
- 100' ± 100' UNIT BOUNDARY ENVELOPE

PREPARED BY:
 SNYDER & ASSOCIATES, INC.
 307 E. HUNTER ROAD
 MADISON, WI 53718
 (608) 838-0444
 www.snyder-associates.com

PREPARED FOR:
 307 E. HUNTER ROAD
 SUN PRAIRIE, WI 53590



FEINER CONDOMINIUM, A CONDOMINIUM PLAT
 LOT 2, CERTIFIED SURVEY MAP NUMBER XXXXX, AS RECORDED IN VOLUME XX OF CERTIFIED SURVEY MAPS, ON PAGES XX-XX, AS DOCUMENT NUMBER XXXXX, DANE COUNTY REGISTRY AND LOCATED IN NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND ALSO PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 23, TOWNSHIP 9 NORTH, RANGE 10 EAST, VILLAGE OF WINDSOR, DANE COUNTY, WISCONSIN.

FN: 118.0529.30
 DATE: 10-18-18
 REVISIONS:

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FOR
FEINER CONDOMINIUM

Return to:
Michael J. Lawton
Boardman & Clark LLP
P. O. Box 927
Madison, WI 53701-0927

Parcel Identification Number

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**DECLARATION OF CONDOMINIUM
FOR
FEINER CONDOMINIUM**

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, this ____ day of _____, 2018, by _____, LLC, a Wisconsin limited liability company.

ARTICLE I
STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant hereby declares that it is the owner of the real property described in Article III hereof (hereinafter referred to as "the Property"), which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. From and after the date on which this Declaration is recorded with the Register of Deeds for Dane County, the Property, together with all of the improvements located and constructed or to be constructed on the Property, shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions and restrictions of this Declaration and the Act. All provisions hereof shall be deemed to run with the Property and shall continue as benefits and burdens to the Declarant, its successors and assigns, the Association, the Unit Owners and all parties hereafter having an interest in the Property.

ARTICLE II
DEFINITIONS

The following definitions apply to the terms as may be used in this Declaration, the Bylaws, the Articles, and any Rules and Regulations adopted by the Board of Directors, and all amendments to those documents, unless the context otherwise requires.

2.1. [This section intentionally omitted.]

2.2. **Articles of Incorporation** means the Articles of Incorporation of the Association as amended from time to time.

2.3. **Assessments** means the assessment for payment of Common Expenses, including Special Assessments and General Assessments, provided for in Article XII of this Declaration and the Bylaws.

2.4. **Association** means the Feiner Condominium Association, Inc., a Wisconsin non-stock, non-profit corporation, its successors and assigns.

2.5. **Board of Directors** or **Board** means the Board of Directors of the Association.

2.6. **Bylaws** means the Bylaws of the Association as amended from time to time.

2.7. [This section intentionally omitted.]

2.8. **Common Elements** means all parts of the Property described as Common Elements in Article V of this Declaration and as shown on the Plat

2.9. **Common Expenses** means the actual and estimated expenses of operating the Association, as more particularly described in Article XII of this Declaration.

2.10. **Condominium** means Feiner Condominium and refers to all the Property that is subject to this Declaration.

2.11. **Condominium Act** means the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, as amended from time to time.

2.12. **Declarant** means _____, LLC and its successors in title and assigns.

2.13. **Declaration** means this Declaration together with any amendments thereto.

2.14. [This section intentionally omitted.]

2.15. **Limited Common Elements** means those Common Elements denoted as Limited Common Elements, if any, on the Plat and as described in Article VI of this Declaration.

2.16. **Mortgagee** means the holder of any recorded mortgage or vendor's interest in a land contract encumbering one or more Units.

2.17. **Period of Declarant Control** is the meaning assigned to that phrase in Article VIII of this Declaration.

2.18. **Person** means an individual, corporation, limited liability company, partnership, association, trustee or other legal entity.

2.19. **Plat** means the Condominium Plat describing the Property and Units, filed for record in the book maintained for Condominium Plats by the Register of Deeds of Dane County.

2.20. **Property** means the land, together with all existing and future improvements thereon, that is subject to this Declaration and described in Article III.

2.21. **Purchaser** means any Person, other than Declarant, who, by means of a voluntary transfer, acquires a legal or equitable interest in a Unit other than as security for an obligation.

2.22. **Rules and Regulations** means the Rules and Regulations established and amended from time to time by the Board pursuant to Article VIII of this Declaration and the Bylaws.

2.23. **Unit** means any part of the Property that is not a Common or Limited Common Elements and intended for separate and independent occupancy and use, all of which are known as Residential Units.

2.24. **Unit Number** means the number assigned to a Unit for identification purposes pursuant to Article IV of this Declaration.

2.25. **Unit Owner** means a Person, combination of Persons, partnership, limited liability company, or corporation or other legal entity who or which holds legal title to any Unit or has equitable ownership of any Unit as a land contract vendee. A Residential Unit Owner shall mean any Owner of a Residential Unit. More than one Unit Owner (whether or not they own the same Unit) shall be referred to collectively as the "Unit Owners", or the "Residential Unit Owners" as the case may be.

ARTICLE III
NAME/ADDRESS/LEGAL DESCRIPTION

The name of the Condominium created by this Declaration shall be known as Feiner Condominium and is located off Vinburn Road in the Village of Windsor, Dane County, Wisconsin. Access to the Units initially declared by this Declaration is by a private driveway referred to as Feiner Drive. The Property is more particularly described on Exhibit A attached hereto and incorporated herein.

ARTICLE IV
NUMBER/TYPES/BOUNDARIES OF UNITS

4.1. **Number.** The Condominium initially consists of three (3) Units as shown on the Plat attached hereto and incorporated herein as Exhibit B.

4.2. **Types of Units.** The Condominium contains one type of Unit:

A. **Residential Units.** The three (3) Units being declared as shown on the Plat are Residential Units.

4.3. [This section intentionally omitted.]

4.4. **Unit Identification.** The 3 Residential Units initially included in the Condominium are located as shown on the Plat. Each Residential Unit is designated by a Unit Number which is shown on the Plat. The post office address of each Residential Unit shall be assigned by the postal service and Village of Windsor. The location and area of each Unit, Common Elements, and Limited Common Elements appurtenant to each Unit, if any, and further details identifying the Units are as set forth in the Plat.

4.5. **Boundaries of Units.** The boundaries of each Unit shall consist of that cubicle of air as shown on the Plat and determined as follows:

A. **Residential Units.** A Residential Unit's boundaries shall be as set forth on the Plat for each Unit and as described in this Article. The lower boundary of each Residential Unit is an imaginary horizontal plane located parallel to and twenty (20) feet below the surface of the established ground level and the upper boundary is an imaginary plane located parallel to and forty (40) feet above the surface of the ground, each plane extended to the perimetrical boundaries of the Residential Unit as shown on the Plat. Each residence must be constructed entirely within the boundaries of the Residential Unit only subject, however, in all events to approval of the Board of Directors of the Association. The driveway serving the Residential Unit, other than the driveway in any designated easement, must be constructed within the boundaries of the Unit.

ARTICLE V
COMMON ELEMENTS

5.1. **Description.** The Common Elements shall consist of all of the Property not located within the boundaries of a Unit. The Common Elements include, but are not limited to, all rights to private driveways under recorded driveway easements, and all rights to stormwater management facilities under recorded stormwater easements, as shown on the Plat.

5.2. **Partition/Division of Common Elements Prohibited.** There shall be no partition or division of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from the terms of this Declaration and from the terms of the Act; provided, however, that if any Unit shall be owned by two or more co-owners, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of the single Unit as between such co-owners.

5.3. **Conveyance to Include Interest in Common Elements.** No undivided percentage interest in the Common Elements shall be separated from the Unit to which it is appurtenant. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to or ownership of such Unit without including therein both the Unit Owner's interest in the Unit and the Unit Owner's corresponding undivided percentage interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed to include the interest omitted even though the latter is not expressly mentioned or described therein.

5.4. [This section intentionally omitted.]

5.5. **Storm Water Management Facilities.** Certain storm water management facilities are required to be constructed in connection with the Plat by the Village of Windsor or Dane County, pursuant to plans and specifications approved by and on file with the Village and/or County. The easement rights of the Condominium to the storm water management facilities shall be deemed a Common Element for the benefit of all Unit Owners and the Plat generally. The storm water management facilities shall be solely constructed, maintained, repaired and reconstructed by the Association and the Owner of Lot 1 of Certified Survey Map No. _____, Village of Windsor, Dane County, Wisconsin. The storm water management facilities shall be initially constructed by the Declarant pursuant to the plans and specifications on file with the Village and County and, thereafter, all maintenance, repair, or reconstruction shall be the obligation of the Association and the owner of Lot 1 of Certified Survey Map No. _____.

ARTICLE VI **LIMITED COMMON ELEMENTS**

6.1. **Description.** There are no Limited Common Elements rights shown and established in connection with the initial declaration of 3 Residential Units.

6.2. **Use.** The manner of use of any Limited Common Elements, if any, that may be established in the future shall be governed by this Declaration, the Bylaws, and such Rules and Regulations as may be established by the Association from time to time. Subject to any such restrictions, the manner of use of any Limited Common Elements shall be determined solely by the Residential Unit Owner to which such Limited Common Elements are appurtenant.

ARTICLE VII
PERCENTAGE INTERESTS/VOTING

7.1 **Undivided Percentage Interest in Common Elements.** Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements for all purposes incident to the use and occupancy of a Unit within which shall be constructed one single-family residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with each Unit.

The percentage of such undivided interest in the Common Elements relating to each Unit and its owner for all purposes, including ownership thereof and proportionate payment of Common Expenses, shall be equal to 33 1/3% of the whole, for a total of 100% for all Units.

7.2 **Voting Rights.** Each Unit Owner is entitled to vote on all matters upon which Unit Owners are entitled to vote pursuant to this Declaration and in accordance with the Bylaws of the Association. The vote of each Unit Owner at meetings of the Association shall be equal to the undivided percentage interest in the Common Elements appurtenant to such Unit. Initially, each Residential Unit Owner is entitled to one vote since the percentages are the same for each Unit. In the event of a tie vote, the action voted upon shall be deemed to have failed.

ARTICLE VIII
CONDOMINIUM ASSOCIATION

8.1. **Membership, Duties and Obligations.** All Unit Owners shall be entitled and required to be a member of an Association of Unit Owners to be known as Feiner Condominium Association, Inc., a Wisconsin non-stock, non-profit corporation, which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements. The powers and duties of the Association shall include those set forth in the Articles, Bylaws, Condominium Act, this Declaration and Chapter 181 of the Wisconsin Statutes. The Association shall have the exclusive right to promulgate and to delegate the right to promulgate, 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 same. Any new Rule or Regulation or any revision to any existing Rule and Regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the duties and obligations of this Declaration, the Bylaws and Rules and Regulations of the Association.

8.2. **Period of 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 Article 8.5, 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 Act, this Declaration, and the Wisconsin Non-Stock 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) three (3) years from such date; (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the percentage interests in the Common Elements to purchasers; or (c) the date upon which Declarant expressly elects to waive its right of control.

8.3. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Pursuant to the procedures contained in the Bylaws, prior to the conveyance of twenty-five percent (25%) of the percentage interests in the Common Elements 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 percentage interests in the Common Elements 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.

ARTICLE IX **MAINTENANCE AND REPAIRS**

9.1. Residential Units. Each Residential Unit Owner shall be responsible for keeping the Residential Unit and any residential building constructed within, and any equipment, fixtures and appurtenances thereto, in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for all decoration, painting, landscaping, and maintenance of the Residential Unit which may at any time be necessary to maintain the good appearance and condition of the residence within the Residential Unit. In addition, the Residential Unit Owner shall be responsible to maintain the driveway serving the residence from the driveway easement to the residence, including snowplowing. The Unit Owner shall be responsible for all landscaping and lawn mowing within the Residential Unit and repair and maintenance of all sidewalks, stoops, porches and decks, including snow removal. If any Residential Unit or portion of a Residential Unit 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 Residential Unit Owner shall have the right to correct such condition and restore the Residential Unit and any damaged Common Elements to the condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into or upon such Residential Unit for the purpose of doing so, and the

Residential Unit Owner of such Residential Unit shall promptly reimburse the Association for the cost thereof.

9.2. **Common Elements.** The Association shall be responsible for the management and control of the Common Elements and shall cause the same to be kept in a well-maintained and fully functional condition. Except as otherwise provided herein, the Association shall be responsible for, among other things, all storm water management facilities and driveways which are Common Elements. To the extent any cleaning, maintenance, or repair or replacement of all or any part of any Common Elements is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, guests, contractor, agent or invitee or occupant of a Unit, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owner of the Unit occupied by such tenant or occupant or responsible for such guests, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair or replacement and restoration. If the Unit Owner fails in such regard, the Association, upon fifteen (15) days prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or conditions and the Unit Owners of such Unit shall promptly reimburse the Association for all costs thereof.

9.3. **Limited Common Elements.** Each Unit Owner shall be solely responsible to keep the Limited Common Elements appurtenant to the Unit, if any, as defined in Article VI hereof and as described in the Plat, in a well-maintained, good, clean and attractive condition. There are no Limited Common Elements initially declared by this Declaration on the Plat.

ARTICLE X **DESTRUCTION AND RECONSTRUCTION**

10.1. **Residential Units.** In the event of partial or total damage or destruction of a residence within the Residential Unit, the repair and restoration of same shall be the responsibility of the Residential Unit Owner, utilizing insurance upon the Residential Unit obtained and maintained solely by the Residential Unit Owner. On reconstruction, the design, plan and specifications of the residence within the Residential Unit must be approved by the Board of Directors of the Association. The original design may be varied with approval of the Board of the Association.

10.2. **Common Elements.** In the event of partial or total damage or destruction of the Common Elements, including storm water management facilities or driveway, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as built prior to the damage. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Article XI hereof. The Association shall have the right to levy Assessments against all Unit Owners in the event that there are no available insurance proceeds or the proceeds of any insurance and any Reserve Account collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE XI INSURANCE

11.1. **Residential Units.** Residential Unit Owners shall provide and maintain fire and broad form extended coverage insurance for the residence constructed within the Residential Unit in an amount not less than the full replacement value thereof from time to time. All Unit Owners shall also be obligated to obtain coverage at their expense for the Unit Owners' personal property. Each Unit Owner shall also maintain comprehensive general liability coverage at a single limit of not less than Five Hundred Thousand Dollars (\$500,000.00) per incident or occurrence or such other limits as the Association may, from time to time, determine and require. Premiums and payments for such insurance shall be an individual expense of the Residential Unit Owners.

11.2. **Common Elements.** The Association shall provide and maintain insurance covering hazards or loss on the Common Elements including the storm water management and drainage facilities and driveway, and all other improvements within the Common Elements. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees in the percentage interest in Common Elements for each Unit, as their interests may appear. Premiums shall be a common expense. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors.

11.3. **Other Insurances.** The Board of Directors shall also provide public liability insurance covering the Common Elements with respect to all claims commonly insured against in the initial amount of at least One Million Dollars (\$1,000,000.00) per incident or occurrence, or otherwise in such amount as the Association may determine and require from time to time. The Board of Directors may also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

11.4. **Combined Insurance.** If insurance coverage is available to combine protection for the Association and the Unit Owner's, the Board of Directors is hereby given the power, in its sole discretion, to negotiate such combination of insurance protection and allocate the cost on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for the Unit Owner's protection. Copies of all such policies shall be provided to each Mortgagee.

11.5. **Additional Unit Owner Insurance.** Nothing contained in this Article XI shall be deemed to prohibit any Unit Owner, at his own expense, to provide any additional insurance coverage at the Unit Owner's sole discretion as to coverage or amount.

ARTICLE XII
LIABILITY FOR COMMON EXPENSES

12.1. **General Assessments.** The costs of administration of the Association, insurance, maintenance and repairs, and other expenses of the Common Elements and the management and repair of the storm water management and drainage facilities and common driveway, shall be paid for by the Association as part of the Common Expenses of the Association by General Assessment. The Association shall make General Assessments against the Unit Owners and the Units for such Common Expenses in accordance with the undivided percentage interest in the Common Elements relating to each Unit in the manner provided in the Bylaws. General Assessments shall be due in advance on the first (1st) of each month, or in such other manner as the Association may set forth in the Bylaws. Unit Owners may not exempt themselves or their Unit from liability for contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or services or by abandonment of a Unit; and no conveyance shall relieve the Unit Owner-grantor or his Unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the Common Expenses incurred up to the date of sale, until all expenses charged to his Unit have been paid. During the Period of Declarant Control, 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 Assessment based on the 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; provided, however, in no event shall the Declarant's cost exceed what Declarant's share would have been if paying the same monthly fees as any Unit Owner.

12.2 [This section intentionally omitted.]

12.3 **Statutory Reserve Account.** Pursuant to the authority granted to the Declarant under § 703.163, Wis. Stats., the Declarant hereby elects not to establish a Statutory Reserve Account. The Declarant is hereby authorized to execute and record a Statutory Reserve Account Statement as required by § 703.163(11), Wis. Stats. Nothing herein shall prohibit the Declarant or the Association from making a later determination to establish a Statutory Reserve Account pursuant to the procedures of Wisconsin Statutes. Further, nothing herein shall prohibit the Declarant or Association from establishing a Non-Statutory Reserve Account to be managed and used upon such terms and conditions as the Association may determine from time to time.

12.4 **Assessment Procedure.** All Assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act and Bylaws. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing

year; however, if prorated and paid in installments, the Assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties and interest, collect its reasonable attorney fees, and may accelerate Assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association, all as provided for herein and in the Bylaws.

12.5 **Special Assessments.** The Association may, whenever necessary or appropriate, levy Special Assessments against the Residential Unit Owners, or any of them, for deficiencies for deferring the cost of improvements to the Common Elements, for the collection of monies owed to the Association under any provision of this Declaration, 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 Board 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 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 Act.

ARTICLE XIII

[This Article intentionally omitted.]

ARTICLE XIV

EASEMENTS, RESERVATIONS AND ENCROACHMENTS

14.1. **Ingress and Egress.** Each Unit Owner shall have a perpetual right of ingress and egress over the Common Elements to and from the Unit owned by such Unit Owner. This right is appurtenant to, and shall pass with, title to each Unit.

14.2. **Access to Condominium by the Declarant.** During any period of construction of any building or other improvements on the Property by the Declarant as contemplated by this Declaration, and during any period of replacement or repair of any Common Elements, the Declarant and its owners and its affiliates, and their respective contractors, sub-contractors, agents, and employees, shall have access to all Common Elements as may be required in connection with said construction, replacement, or repair and shall have easements for the installation, construction, replacement, and repair of any building, improvements, utilities, driveways, landscaping and other repairing or servicing of all or any part of the Condominium in its Common Elements.

14.3. **Granting of Easements.** Declarant hereby reserves for the Association, acting by and in the discretion of its Board of Directors, the right to grant the Village of Windsor, Dane County, Wisconsin, any other governmental authority having jurisdiction, any public or semi-public utility companies, and any private party,

easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, antennas, equipment, cables, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, voice, telephone, television and data communications and similar services, and for performing any function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium Board of Directors. Such easements and rights-of-way shall be combined, so far as possible, to areas included within the Common Elements, 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.

14.4. **Binding Effect.** All easements and rights described in this Article XIV are easements appurtenant to and running with the Property, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and on all Unit Owners and Mortgagees and their heirs, personal representatives, successors and assigns.

ARTICLE XV

[This Article is intentionally omitted.]

ARTICLE XVI

[This Article is intentionally omitted.]

ARTICLE XVII **REMEDIES**

17.1. **Enforcement Actions.** The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Village of Windsor 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), 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 all 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, whether incurred prior to or after commencement of the action. 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 therefore. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment. 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, the 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.

17.2. **Remedies of the Village of Windsor and Dane County.** The Village of Windsor and Dane County shall have no obligation to construct, install, maintain or repair the storm water management and drainage facilities generally located within the Condominium as shown on the plans and specifications on file with the Village. The Association shall have such general authority and such expenses shall be treated as a Common Expense to be paid by the Unit Owners. However, in the event the Declarant and, ultimately, the Association, fails to maintain and repair the storm water drainage and management facilities in accordance with the terms and conditions of the plans and specifications on file with the Village and Dane County, the Village and/or the County shall, after thirty (30) days advanced written notice to the Association, have the right to perform such maintenance, repairs, or other obligations as it shall, in its sole discretion, deem necessary. Declarant hereby grants an easement on, over, and across the Common Elements and to the Village and County for such purposes. Each Unit Owner within the Condominium, by acceptance of a deed to the Unit, hereby acknowledges and agrees to the blanket grant of easement as applicable and that all of the costs incurred from time to time by the Village and County for any inspections, maintenance, repairs, or reconstruction of any of the required storm water management facilities, or performance of any other obligations, shall be billed by the Village or County to the Association. All bills shall be due and payable by the Association to the Village or County within thirty (30) days of receipt. If not timely paid, the Village or County may, in addition to other remedies allowed by law, collect such costs pursuant to §66.0627 of

the Wisconsin Statutes as a special charge upon the next tax roll against all of the Units in proportion to the Unit's percentage interest in Common Elements. Such costs may include costs incurred by the Village engineer and Village attorney, or the Dane County Land Conservation Department and the County Corporation Counsel related to such inspections, maintenance, collection, or performance of other obligations. All delinquent charges shall bear interest at the rate of twelve (12) percent per annum until paid in full.

ARTICLE XVIII
FAILURE OF ASSOCIATION TO INSIST ON
STRICT PERFORMANCE NOT WAIVER

The failure of the Association or Village of Windsor or Dane County to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any Assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

ARTICLE XIX
AMENDMENTS TO 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 the Unit Owners. No Unit Owner's consent shall be effective without the consent of the first Mortgagee of the Unit. So long as Declarant owns a Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his address on file with the Association.

ARTICLE XX
RESIDENT AGENT

The Resident Agent for the Condominium shall be Scott Feiner, _____, or such other Person or entity as may be designated from time to time by the Board of Directors of the Association. The Association may designate successors to the Resident Agent by affirmative vote of a

majority of the Unit Owners present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

ARTICLE XXI
MORTGAGEE RIGHTS

The holder of any first mortgage or land contract upon a Unit ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident Agent, shall be entitled to receive notice from the Association of (i) any default or delinquency in the performance by the individual Unit Owner who is the Mortgagee's mortgagor as to any obligation under the Condominium documents, which default or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to the said mortgagor; and (ii) any damage or destruction to the Common Elements of the Condominium, which are in an aggregate amount exceeding \$50,000.00, at such time as such damage or destruction is known to the Board of Directors.

ARTICLE XXII
NOTICES

The giving of any notice, statement, demand or document required or permitted by this Declaration, the Bylaws or the Act to be given to a Unit Owner, the Association or the Declarant shall be effective if such notice, statement, request, demand or document is sent by first class mail or delivered personally or by private carrier to the address of the recipient as provided below.

If to a Unit Owner:

The name and address of the Unit Owner on file with the Secretary of the Association; if such Unit is owned by more than one Person, the name and address of one (1) co-owner of the Unit shall be deemed sufficient. If no address is on file with the Secretary, the address for the Unit on file with the Town of Windsor for real estate tax bill purposes.

If to the Association:

Feiner Condominium Association, Inc.
Attention: Registered Agent
Address on file with the Department of Financial Institutions

If to the Declarant:

_____, LLC
c/o Scott Feiner, Member

ARTICLE XXIII
NUMBER AND GENDER

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

ARTICLE XXIV
CAPTIONS

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

ARTICLE XXV
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 enforceability of the remaining portion of said provision or of any other provisions hereof.

IN WITNESS WHEREOF, Declarant has caused this document to be executed as of the date first set forth above.

_____, LLC

By: _____
Scott Feiner, Member

By: _____
Beth Feiner, Member

Authentication

Signatures of Scott Feiner and Beth Feiner, being all of the Members of _____, LLC authenticated this ____ day of _____, 2018.

Michael J. Lawton
Member: State Bar of Wisconsin

Attachments: Exhibit A – Legal Description
Exhibit B – Condominium Plat

EXHIBIT A

LEGAL DESCRIPTION

Lot 2. Certified Survey Map No. _____, Village of Windsor, Dane County, Wisconsin.

EXHIBIT B

CONDOMINIUM PLAT

**ARTICLES OF INCORPORATION
OF
FEINER CONDOMINIUM OWNERS ASSOCIATION, INC.**

Feiner Condominium Owners Association, Inc., a nonstock, nonprofit corporation organized under Chapter 181 of the Wisconsin Statutes, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is Feiner Condominium Owners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II

PERIOD OF EXISTENCE

The period of existence of the Association is perpetual.

ARTICLE III

PURPOSE

The Association is organized to serve as an association of unit owners (as described in Section 703.15 of the Wisconsin Statutes) for Cortland Park Condominium created under Chapter 703 of the Wisconsin Statutes, located in the Village of Windsor, Dane County, Wisconsin, and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by Chapter 181 of the Wisconsin Statutes.

ARTICLE IV

MEMBERS

The Association shall have members. Membership provisions (including the designation of classes, if any, and the method of acceptance of members of each such class) shall be set forth in the Bylaws of the Association (the "Bylaws"). The respective voting rights of the members of the Association shall be as set forth in the Bylaws and that certain Declaration of Condominium for Feiner Condominium recorded in the office of the Dane County Register of Deeds (the "Declaration").

ARTICLE V

PRINCIPAL OFFICE

The address of the principal office of the Association is c/o Scott Feiner, _____, Dane County, Wisconsin _____. The principal office is located in Dane County, Wisconsin.

ARTICLE VI

REGISTERED AGENT

The name and address of the initial registered agent of the Association is Scott Feiner, _____, Dane County, Wisconsin _____.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of directors. The number of directors constituting the initial board of directors (the "Initial Directors") shall be three (3). Thereafter, the number and manner of election or appointment of directors and their terms of office shall be as provided in the Bylaws. The names and addresses of the Initial Directors are as follows:

Scott Feiner _____
Beth Feiner _____

ARTICLE VIII

ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING

Any action required or permitted by these Articles or the Bylaws to be taken by the board of directors of the Association 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 IX
INCORPORATOR

The name and address of the incorporator is:

Scott Feiner

ARTICLE X
AMENDMENT OF ARTICLES AND BYLAWS

Any amendment to these Articles of Incorporation or the Bylaws that alters or abrogates the rights of the Declarant (as defined in the Declaration) or the Declarant's successors or assigns shall be null, void, and of no force or effect unless it is approved in writing by the Declarant. This Article X may not be amended or deleted without the approval in writing of the Declarant.

Dated at _____, Wisconsin, this _____ day of _____, 2018.

Scott Feiner, Incorporator

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

On this ____ day of _____, 2018, Scott Feiner, to me personally known and being first sworn, acknowledged that he signed the above document for the purposes recited therein.

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

*This document drafted by
and should be returned to:*
Michael J. Lawton
PO Box 927
Madison, WI 53701-0927

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

ARTICLE I

NAME AND ADDRESS

1.01. Name; Purpose. The name of the corporation shall be Feiner Condominium Owners 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 _____, Dane County, Wisconsin _____. 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 Feiner Condominium executed by Scott Feiner and Beth Feiner as Members of Declarant, _____, LLC (the "Declarant") and recorded in the office of the Dane 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

Return to:

Michael J. Lawton

P.O. Box 927

Madison, WI 53701-0927

Parcel Identification Numbers

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 Dane 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 the first 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

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

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;

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

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

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

(f) Sue on behalf of all Unit Owners;

(g) Make contracts and incur liabilities;

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

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

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

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

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

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

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

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

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

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

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

ARTICLE VII

OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

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

(c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform

such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

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

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

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

ARTICLE VIII

ARCHITECTURAL REVIEW

8.01. Creation. The Board of Directors of the Association shall be the "Architectural Review Committee." The Architectural Review Committee shall have all powers, duties, and obligations as may be provided to it in the Declaration, Articles, Bylaws, or any rules and regulations of the Association, and as may be delegated to it by the Board of Directors pursuant to its authority under Article VI.

ARTICLE IX

BOOKS AND RECORDS

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

9.02. 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.

ARTICLE X

BUDGET, ASSESSMENT, AND ANNUAL REPORT

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

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

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

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

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

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

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

ARTICLE XI

USE

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

ARTICLE XII

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

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

ARTICLE XIII

LIABILITY AND INDEMNITY

13.01. General Scope and Definitions.

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

(b) For purposes of this Article, “director or officer” means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association’s request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan, or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, “director or officer” shall also mean the estate and personal representative of a director or officer.

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

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

13.02. Mandatory Indemnification.

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

(b) In cases not included under Section 13.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (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 XIII, the Association has purchased or is required under Section 13.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

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

13.04. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 13.03 that indemnification under Section 13.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

13.05. Partial Indemnification.

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

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

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

13.07. Limited Liability of Directors and Officers.

(a) Except as provided in subsection 13.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising

from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 13.02(b).

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

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

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

13.09. 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 13.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

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

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

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

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

ARTICLE XIV

GENERAL PROVISIONS

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

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

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

**DECLARATION OF STORMWATER MANAGEMENT EASEMENT FOR LOTS
1 AND 2, CERTIFIED SURVEY MAP NO. _____, VILLAGE
OF WINDSOR, DANE COUNTY, WISCONSIN**

_____ (“Developer”), owner of the real estate which has been platted as Lots 1-2, Certified Survey Map No. _____, Village of Windsor, Dane County, Wisconsin (said Lots referred to hereafter collectively as the “Property,” or individually as “Lot X” or “a Lot”), hereby declares that the Property is subject to the following stormwater management easement, and that the Property shall be held, sold, occupied, used, conveyed and transferred subject to the stormwater management easement set forth herein:

**ARTICLE 1
STORMWATER MANAGEMENT EASEMENT**

1.1. Establishment of Stormwater Management Easement. Each owner of a Lot within the Property, and their heirs, personal representatives, successors and assigns, is granted, for the benefit of each such owner of such Lot within the Property and the authorized persons identified herein, a perpetual right, privilege and easement, in common, appurtenant to said Lots 1-2 within the Property, across, on and over the “Stormwater Easement,” as more particularly identified graphically on Certified Survey Map No. _____ and incorporated by reference herein, for drainage, treatment, collection and management of stormwater from said Lots 1-2 within the Property (hereafter “Stormwater Easement”). The Stormwater Easement is solely for the use of each such owners of Lots 1-2 within the Property, and their heirs, personal representatives, successors and assigns, and their employees, agents, visitors, guests, licensees, lessees, sublessees, tenants and invitees, and except for the owners of said Lots 1-2 within the Property and the aforesaid authorized persons, the Stormwater Easement created hereby shall be exclusive, subject to any utility, stormwater or other easements shown on Certified Survey Map No. _____, or referred to in the notes thereon, or which will be granted in the future by separate instrument. All owners of Lots 1-2 within the Property, and their employees, agents, visitors, guests, licensees, lessees, sublessees, tenants and invitees, shall comply in their use of the Stormwater Easement with all laws, ordinances and regulations relating thereto, and they shall not unreasonably impede, obstruct or interfere with the use thereof by any other person or entity authorized to use such easement. No building shall be erected upon or placed on such Stormwater Easement.

1.2. Maintenance of Stormwater Easement. All maintenance, replacement and repairs for the Stormwater Easement described herein, after initial construction thereof, shall be performed by the first owner of a Lot

within the Property who commences construction of a building on any Lot within the Property, at the sole expense of such first owner.

Thereafter, at such time that more than one owner of a Lot within the Property has commenced construction of a building on any Lot within the Property, then thereafter all maintenance, replacement and repairs for the Stormwater Easement described herein shall be conducted by a maintenance committee consisting of the owners of those Lots within the Property for which the construction of a building within the Property has commenced. The cost of maintenance, replacement and repair within the Stormwater Easement on Lots 1-2 within the Property after the responsibility for maintenance, replacements and repairs has passed to such maintenance committee shall be divided between and among the owners of the Lots within the Property for which the construction of a building within the Property has commenced, with Lot 1 paying 25% of the cost and Lot 2 paying 75% of the cost. The maintenance committee shall bill the owner of each of Lots 1-2 within the Property for which construction of a building has commenced for the share of such costs attributable to each such Lot periodically, but not less often than annually, and such costs shall be paid by each such Lot owner within 30 days after being billed for such sum. Any unpaid sums shall bear interest after being delinquent, at the rate of 1% per month until paid in full, and the party obligated to pay such delinquent assessment shall also be responsible for the cost of collection thereof, including reasonable attorney fees. Any unpaid sum hereunder shall, after becoming delinquent, become a maintenance lien on the Lot of the delinquent owner until paid in full, and may be perfected and foreclosed in the manner provided by law.

The owner of any Lot which is subject to the Stormwater Easement shall pay the real estate taxes or other governmental impositions relating to the easement area. The obligation for maintenance, replacement and repairs of the Stormwater Easement shall be performed in a prompt and timely manner, and shall include, without limitation:

(A) Maintaining the Stormwater Easement in good order and repair, including mowing thereof, and maintaining the features originally installed, or such substitute as shall in all respects be equal in quality, use and durability, all in accordance with the approved stormwater plan on file with the Village of Windsor; and

(B) Removing all litter, debris and refuse, to the extent reasonably necessary to keep the surfaces in a reasonably clean condition;

and all of which shall be performed in a manner and within a time period which is consistent with generally accepted standards for the maintenance of private stormwater management facilities in Windsor, Dane County, Wisconsin.

ARTICLE 2
GENERAL PROVISIONS

2.1. Insurance. Each owner of Lots 1-2 within the Property shall maintain at all times public liability insurance against claims for death, bodily injury and property damage arising out of any stormwater easement provided for herein. All insurance required by this section shall be in an amount of not less than \$500,000.00 with respect to any one death or bodily injury, and in an amount of not less than \$50,000.00 with respect to property damage from any one occurrence. Each owner of a Lot which is subject to this instrument shall provide the other Lot owners subject hereto, or their heirs, personal representatives, successors or assigns, with an appropriate certificate of insurance showing the required coverage, which coverage cannot be canceled without thirty (30) days prior written notice to the other owners. The Developer or its successors or assigns, may increase the minimum public liability coverage by a reasonable amount from time-to-time to reflect the effects of inflation, commencing three (3) years after the date hereof and not more often than each third year thereafter.

2.2. Condemnation. Any award resulting from taking or condemnation of any portion or all of the Stormwater Management Easement subject to this instrument will be distributed to the owner of Lot 2, except to the extent that the use of such funds is necessary to replace the taken portion of such Stormwater Management Easement to as near its original condition as is possible, in which event such funds shall be held in trust and used for such purpose.

2.3. Termination, Modification, Waiver or Amendment. No termination, modification, waiver or amendment of this instrument will be effective unless a written instrument setting forth the terms thereof has been executed, acknowledged and recorded in the office of the Register of Deeds of Dane County, Wisconsin, by the owners of all of the Lots within the Property, provided however, that no action authorized by this section may materially and adversely affect the rights of any owner of a Lot within the Property without the written consent of such owner.

2.4. Dedication. Nothing contained in this instrument will be deemed to be a gift or dedication of any portion of any stormwater easement referred to herein to the general public or to any public purpose whatsoever. The owners of Lots 1-2 within the Property shall have the right to temporarily close all or any portion of the Stormwater Management Easement, to such extent as may, in the opinion of their counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein.

2.5. No Partnership of Joint Venture. Nothing contained in this instrument shall be construed to make any owner, or their heirs, personal representatives, successors and assigns, partners or joint venturers of each other or to render any party liable for the debts or obligations of any other party.

2.6. Waiver. No delay or omission by any party, or their heirs, personal representatives, successors and assigns, to exercise any right or power accruing upon any noncompliance or failure of performance by another party under the provisions of this instrument shall impair any such right or power or be construed to be a waiver hereof. A waiver by any party, or their heirs, personal representatives, successors or assigns, of any of the provisions of this instrument to be performed by another, shall not be construed to be a waiver of any succeeding breach thereof or of any provision contained herein.

2.7. Invalidity. If any provision or portion of this instrument, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable by virtue of any final judgment of any court of competent jurisdiction, the remainder of this instrument or the application of such provision, or portion thereof, to any other persons or circumstances shall be valid and enforceable to the fullest extent permitted by law.

2.8. Successors and Standing to Enforce. All of the terms and provisions of this instrument are intended to be and shall be construed as perpetual easements and as covenants running with the land, and shall be binding upon, to the benefit of and be enforceable by the owners of Lots 1-2 within the Property, and all subsequent owners of such parcels or any parts thereof. So long as Developer owns all or any part of the Property, Developer may assign its rights hereunder to a successor for Developer under this instrument owning any part of the Property, which assignee shall have and exercise all of the rights and powers of the Developer provided for herein as if such assignee was the original Developer, including the right and power to further assign such power to an assignee owning any part of the Property.

2.9. Estoppel Certificate. Upon the reasonable request of any party subject to this instrument, any other party shall promptly execute and deliver, from time-to-time, a certificate confirming, if such then be the fact, that this instrument continues in full force and effect and unmodified (or, if modified, stating the modifications), and that the certifying party knows of no existing defaults by the other party, or if such default is known, specifying the same.

2.10. Binding Effect. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

**This document drafted by and
to be returned to:
Michael J. Lawton
PO Box 927
Madison, Wisconsin 53701-0927**

DECLARATION OF DRIVEWAY EASEMENT FOR LOTS 1 AND 2, CERTIFIED
SURVEY MAP NO. _____, VILLAGE OF WINDSOR, DANE
COUNTY, WISCONSIN

_____ (“Developer”), owner of the
real estate which has been platted as Lots 1-2, Certified Survey Map No.
_____, Village of Windsor, Dane County, Wisconsin (said Lots
referred to hereafter collectively as the “Property,” or individually as “Lot X”
or “a Lot”), hereby declares that the Property is subject to the following
reciprocal driveway easement, and that the Property shall be held, sold,
occupied, used, conveyed and transferred subject to the reciprocal driveway
easements set forth herein:

ARTICLE 1
ACCESS DRIVEWAY EASEMENT

1.1. Establishment of Access Driveway Easement. Each owner of a
Lot within the Property, and their heirs, personal representatives, successors
and assigns, is granted, for the benefit of each such owner of such Lot within
the Property and the authorized persons identified herein, a perpetual right,
privilege and easement, in common, appurtenant to said Lots 1-2 within the
Property, across, on and over the “Driveway Easement,” as more particularly
identified graphically on Certified Survey Map No. _____ and
incorporated by reference herein, for vehicular and pedestrian ingress and
egress to and from said Lots 1-2 within the Property (hereafter “Access
Driveway Easement”). The Access Driveway Easement is solely for the use
of each such owner of Lots 1-2 within the Property, and their heirs, personal
representatives, successors and assigns, and their employees, agents,
visitors, guests, licensees, lessees, sublessees, tenants and invitees, and
except for the owners of said Lots 1-2 within the Property and the aforesaid
authorized persons, the Access Driveway Easement created hereby shall be
exclusive, subject to any utility, stormwater or other easements shown on
Certified Survey Map No. _____, or referred to in the notes
thereon, or which will be granted in the future by separate instrument. All
owners of Lots 1-2 within the Property, and their employees, agents, visitors,
guests, licensees, lessees, sublessees, tenants and invitees, shall comply in
their use of the Access Driveway Easement with all laws, ordinances and
regulations relating thereto, and they shall not unreasonably impede,
obstruct or interfere with the use thereof by any other person or entity
authorized to use such easement. No building shall be erected upon or
placed on such Access Driveway Easement.

1.2. Maintenance of Access Driveway Easement. All maintenance,
replacement and repairs for the Access Driveway Easement described
herein, after initial construction thereof, shall be performed by the first owner

of a Lot within the Property who commences construction of a building on any Lot within the Property, at the sole expense of such first owner.

Thereafter, at such time that more than one owner of a Lot within the Property has commenced construction of a building on any Lot within the Property, then thereafter all maintenance, replacement and repairs for the Access Driveway Easement described herein shall be conducted by a maintenance committee consisting of the owners of those Lots within the Property for which the construction of a building within the Property has commenced. The cost of maintenance, replacement and repair of the driveway within the Access Driveway Easement on Lots 1-2 within the Property after the responsibility for maintenance, replacements and repairs has passed to such maintenance committee shall be divided between and among the owners of the Lots within the Property for which the construction of a building within the Property has commenced, with Lot 1 paying 25% of the cost and Lot 2 paying 75% of the cost. The maintenance committee shall bill the owner of each of Lots 1-2 within the Property for which construction of a building has commenced for the share of such costs attributable to each such Lot periodically, but not less often than annually, and such costs shall be paid by each such Lot owner within 30 days after being billed for such sum. Any unpaid sums shall bear interest after being delinquent, at the rate of 1% per month until paid in full, and the party obligated to pay such delinquent assessment shall also be responsible for the cost of collection thereof, including reasonable attorney fees. Any unpaid sum hereunder shall, after becoming delinquent, become a maintenance lien on the Lot of the delinquent owner until paid in full, and may be perfected and foreclosed in the manner provided by law.

The owner of any Lot which is subject to the Access Driveway Easement shall pay the real estate taxes or other governmental impositions relating to the easement area. The obligation for maintenance, replacement and repairs of the Access Driveway Easement shall be performed in a prompt and timely manner, and shall include, without limitation:

(A) Maintaining the Access Driveway Easement and any related signage in good order and repair, with the type of surfacing materials and curbs and stormwater features originally installed, or such substitute as shall in all respects be equal in quality, use and durability; and

(B) Removing all litter, ice and snow, mud and sand, debris and refuse, and sweeping the surfaces to the extent reasonably necessary to keep the surfaces in a reasonably clean condition, and placing salt or sand thereon when reasonably necessary;

and all of which shall be performed in a manner and within a time period which is consistent with generally accepted standards for the maintenance of residential driveways in Windsor and DeForest, Dane County, Wisconsin.

ARTICLE 2

GENERAL PROVISIONS

2.1. Insurance. Each owner of Lots 1-2 within the Property shall maintain at all times public liability insurance against claims for death, bodily injury and property damage arising out of any driveway easement provided for herein. All insurance required by this section shall be in an amount of not less than \$500,000.00 with respect to any one death or bodily injury, and in an amount of not less than \$50,000.00 with respect to property damage from any one occurrence. Each owner of a Lot which is subject to this instrument shall provide the other Lot owners subject hereto, or their heirs, personal representatives, successors or assigns, with an appropriate certificate of insurance showing the required coverage, which coverage cannot be canceled without thirty (30) days prior written notice to the other owners. The Developer or its successors or assigns, may increase the minimum public liability coverage by a reasonable amount from time-to-time to reflect the effects of inflation, commencing three (3) years after the date hereof and not more often than each third year thereafter.

2.2. Condemnation. Any award resulting from taking or condemnation of any portion or all of the Access Driveway Easement subject to this instrument will be distributed to the owner of Lot 2, except to the extent that the use of such funds is necessary to replace the taken portion of such Access Driveway Easement to as near its original condition as is possible, in which event such funds shall be held in trust and used for such purpose.

2.3. Termination, Modification, Waiver or Amendment. No termination, modification, waiver or amendment of this instrument will be effective unless a written instrument setting forth the terms thereof has been executed, acknowledged and recorded in the office of the Register of Deeds of Dane County, Wisconsin, by the owners of all of the Lots within the Property, provided however, that no action authorized by this section may materially and adversely affect the rights of any owner of a Lot within the Property without the written consent of such owner.

2.4. Dedication. Nothing contained in this instrument will be deemed to be a gift or dedication of any portion of any driveway easement referred to herein to the general public or to any public purpose whatsoever. The owners of Lots 1-2 within the Property shall have the right to temporarily close all or any portion of the Access Driveway Easement, to such extent as may, in the opinion of their counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein.

2.5. No Partnership of Joint Venture. Nothing contained in this instrument shall be construed to make any owner, or their heirs, personal representatives, successors and assigns, partners or joint venturers of each other or to render any party liable for the debts or obligations of any other party.

2.6. Waiver. No delay or omission by any party, or their heirs, personal representatives, successors and assigns, to exercise any right or power accruing upon any noncompliance or failure of performance by another party under the provisions of this instrument shall impair any such right or power or be construed to be a waiver hereof. A waiver by any party, or their heirs, personal representatives, successors or assigns, of any of the provisions of this instrument to be performed by another, shall not be construed to be a waiver of any succeeding breach thereof or of any provision contained herein.

2.7. Invalidity. If any provision or portion of this instrument, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable by virtue of any final judgment of any court of competent jurisdiction, the remainder of this instrument or the application of such provision, or portion thereof, to any other persons or circumstances shall be valid and enforceable to the fullest extent permitted by law.

2.8. Successors and Standing to Enforce. All of the terms and provisions of this instrument are intended to be and shall be construed as perpetual easements and as covenants running with the land, and shall be binding upon, to the benefit of and be enforceable by the owners of Lots 1-2 within the Property, and all subsequent owners of such parcels or any parts thereof. So long as Developer owns all or any part of the Property, Developer may assign its rights hereunder to a successor for Developer under this instrument owning any part of the Property, which assignee shall have and exercise all of the rights and powers of the Developer provided for herein as if such assignee was the original Developer, including the right and power to further assign such power to an assignee owning any part of the Property.

2.9. Estoppel Certificate. Upon the reasonable request of any party subject to this instrument, any other party shall promptly execute and deliver, from time-to-time, a certificate confirming, if such then be the fact, that this instrument continues in full force and effect and unmodified (or, if modified, stating the modifications), and that the certifying party knows of no existing defaults by the other party, or if such default is known, specifying the same.

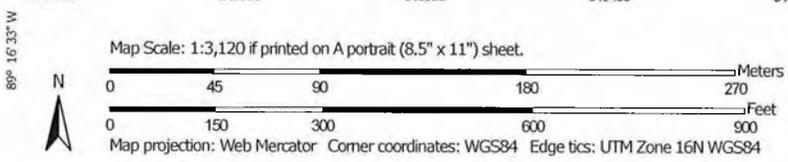
2.10. Binding Effect. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

**This document drafted by and
to be returned to:
Michael J. Lawton
PO Box 927
Madison, Wisconsin 53701-0927**

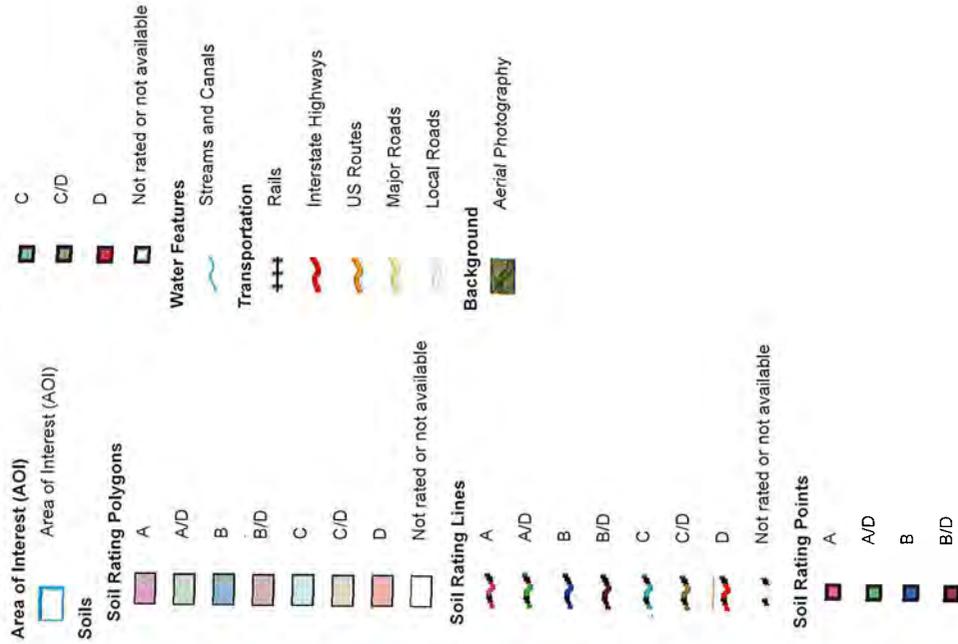
Hydrologic Soil Group—Dane County, Wisconsin



Soil Map may not be valid at this scale.



MAP LEGEND



MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Dane County, Wisconsin
 Survey Area Data: Version 17, Sep 11, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
EdC2	Edmund silt loam, 6 to 12 percent slopes, eroded	D	3.8	22.3%
EdD2	Edmund silt loam, 12 to 20 percent slopes, eroded	D	1.0	6.0%
PnB	Plano silt loam, till substratum, 2 to 6 percent slopes	B	3.6	21.6%
RaA	Radford silt loam, 0 to 3 percent slopes	B/D	0.2	0.9%
RoB	Rockton silt loam, 2 to 6 percent slopes	C	4.2	25.0%
RoC2	Rockton silt loam, 6 to 12 percent slopes, eroded	C	0.5	2.7%
SoD	Sogn silt loam, 2 to 20 percent slopes	D	3.6	21.4%
Totals for Area of Interest			16.9	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Hydrologic Soil Group—Dane County, Wisconsin



Soil Map may not be valid at this scale.

Map Scale: 1:2,100 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84



MAP LEGEND

 Area of Interest (AOI)	 C
 Area of Interest (AOI)	 C/D
Soils	 D
Soil Rating Polygons	 Not rated or not available
 A	Water Features
 A/D	 Streams and Canals
 B	Transportation
 B/D	 Rails
 C	 Interstate Highways
 C/D	 US Routes
 D	 Major Roads
 Not rated or not available	 Local Roads
Soil Rating Lines	Background
 A	 Aerial Photography
 A/D	
 B	
 B/D	
 C	
 C/D	
 D	
 Not rated or not available	
Soil Rating Points	
 A	
 A/D	
 B	
 B/D	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Dane County, Wisconsin
 Survey Area Data: Version 17, Sep 11, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
EdC2	Edmund silt loam, 6 to 12 percent slopes, eroded	D	9.6	44.7%
EdD2	Edmund silt loam, 12 to 20 percent slopes, eroded	D	0.3	1.5%
PnB	Plano silt loam, till substratum, 2 to 6 percent slopes	B	0.5	2.5%
RoB	Rockton silt loam, 2 to 6 percent slopes	C	9.2	42.7%
RoC2	Rockton silt loam, 6 to 12 percent slopes, eroded	C	1.8	8.5%
Totals for Area of Interest			21.5	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

MARK	REVISION	DATE	BY

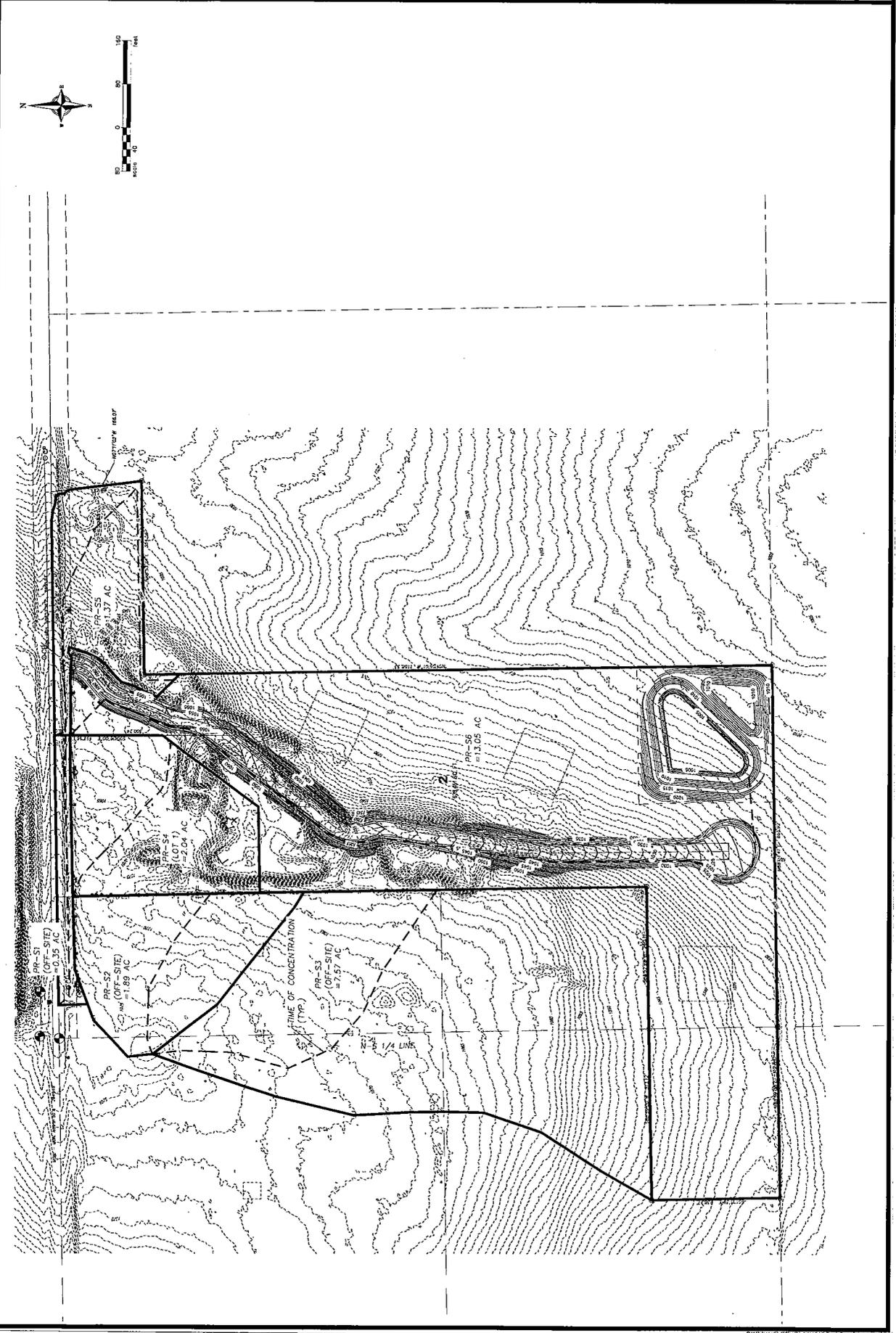
WINDSOR, WI
 PROPOSED DRAINAGE AREAS
 SNYDER & ASSOCIATES, INC.
 5910 VOGES ROAD
 MADISON, WISCONSIN 53718
 608-830-0444 | www.snyder-assoc.com
 118.092930

FEINER PROPERTY



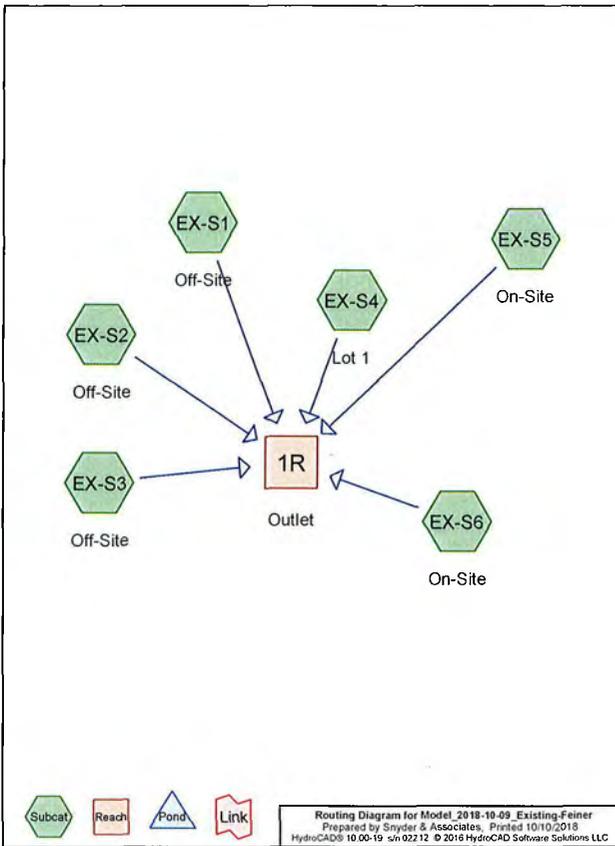
SNYDER
ASSOCIATES

118.092930
EXHIBIT



Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.200	68	Cropland B (EX-S6)
8.080	83	Cropland D (EX-S3, EX-S6)
5.906	71	Grassland C (EX-S1, EX-S2, EX-S3)
0.235	98	Street (EX-S1, EX-S5)
3.600	55	Woodland B (EX-S5, EX-S6)
4.740	70	Woodland C (EX-S4, EX-S5, EX-S6)
3.509	77	Woodland D (EX-S5, EX-S6)
26.270	73	TOTAL AREA



Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
0.000	HSG C	
0.000	HSG D	
26.270	Other	EX-S1, EX-S2, EX-S3, EX-S4, EX-S5, EX-S6
26.270		TOTAL AREA

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment EX-S1: Off-Site	Runoff Area=0.350 ac 35.43% Impervious Runoff Depth=4.49" Flow Length=500' Tc=10.7 min CN=81 Runoff=2.02 cfs 0.131 af
Subcatchment EX-S2: Off-Site	Runoff Area=1.890 ac 0.00% Impervious Runoff Depth=3.44" Flow Length=330' Tc=8.6 min CN=71 Runoff=9.26 cfs 0.542 af
Subcatchment EX-S3: Off-Site	Runoff Area=7.570 ac 0.00% Impervious Runoff Depth=4.06" Flow Length=690' Tc=11.4 min CN=77 Runoff=39.07 cfs 2.562 af
Subcatchment EX-S4: Lot 1	Runoff Area=2.040 ac 0.00% Impervious Runoff Depth=3.34" Flow Length=345' Tc=23.4 min CN=70 Runoff=6.23 cfs 0.567 af
Subcatchment EX-S5: On-Site	Runoff Area=1.370 ac 8.10% Impervious Runoff Depth=3.44" Flow Length=525' Tc=21.3 min CN=71 Runoff=4.53 cfs 0.393 af
Subcatchment EX-S6: On-Site	Runoff Area=13.050 ac 0.00% Impervious Runoff Depth=3.54" Flow Length=475' Tc=5.5 min CN=72 Runoff=73.16 cfs 3.851 af
Reach 1R: Outlet	Inflow=123.58 cfs 8.046 af Outflow=123.58 cfs 8.046 af
Total Runoff Area = 26.270 ac Runoff Volume = 8.046 af Average Runoff Depth = 3.68" 99.11% Pervious = 26.035 ac 0.89% Impervious = 0.235 ac	

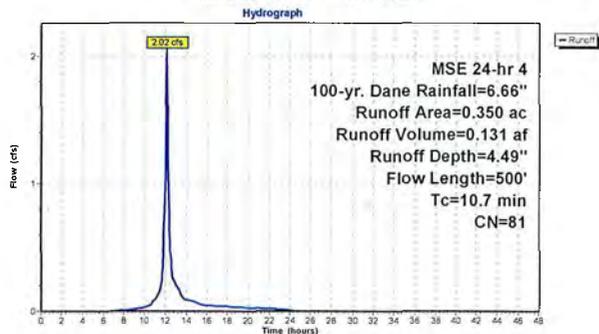
Summary for Subcatchment EX-S1: Off-Site

Runoff = 2.02 cfs @ 12.18 hrs, Volume= 0.131 af, Depth= 4.49"
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 MSE 24-hr 4 100-yr. Dane Rainfall=6.66"

Area (ac)	CN	Description
0.226	71	Grassland C
0.124	98	Street
0.350	81	Weighted Average
0.226		64.57% Pervious Area
0.124		35.43% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.2	100	0.0363	0.20		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 2.84"
2.5	400	0.0273	2.66		Shallow Concentrated Flow, Shallow Concentrated Unpaved Kv= 16.1 fps
10.7	500				Total

Subcatchment EX-S1: Off-Site



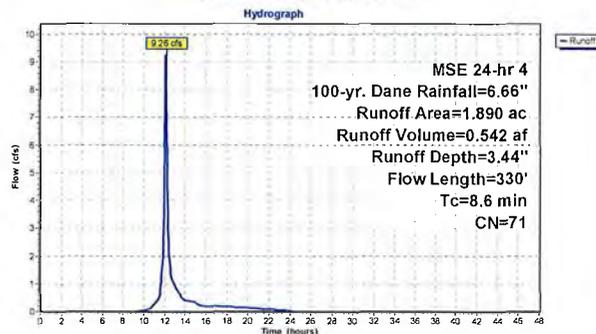
Summary for Subcatchment EX-S2: Off-Site

Runoff = 9.26 cfs @ 12.16 hrs, Volume= 0.542 af, Depth= 3.44"
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 MSE 24-hr 4 100-yr. Dane Rainfall=6.66"

Area (ac)	CN	Description
1.890	71	Grassland C
1.890		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.3	100	0.0477	0.23		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 2.84"
1.3	230	0.0323	2.89		Shallow Concentrated Flow, Shallow Concentrated Unpaved Kv= 16.1 fps
8.6	330				Total

Subcatchment EX-S2: Off-Site



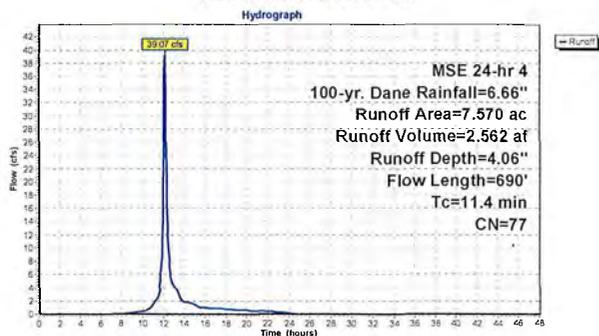
Summary for Subcatchment EX-S3: Off-Site

Runoff = 39.07 cfs @ 12.19 hrs, Volume= 2.562 af, Depth= 4.06"
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 MSE 24-hr 4 100-yr. Dane Rainfall=6.66"

Area (ac)	CN	Description
3.790	71	Grassland C
3.780	83	Cropland D
7.570	77	Weighted Average
7.570		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.5	100	0.0457	0.22		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 2.84"
3.9	590	0.0246	2.53		Shallow Concentrated Flow, Shallow Concentrated Unpaved Kv= 16.1 fps
11.4	690				Total

Subcatchment EX-S3: Off-Site



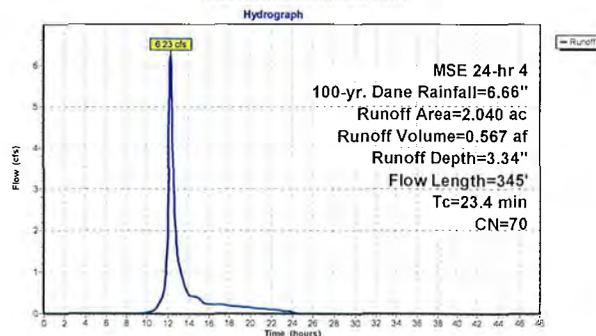
Summary for Subcatchment EX-S4: Lot 1

Runoff = 6.23 cfs @ 12.35 hrs, Volume= 0.567 af, Depth= 3.34"
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 MSE 24-hr 4 100-yr. Dane Rainfall=6.66"

Area (ac)	CN	Description
2.040	70	Woodland C
2.040		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
19.3	100	0.0305	0.09		Sheet Flow, Sheet Flow Woods: Light underbrush n= 0.400 P2= 2.84"
4.1	245	0.0389	0.99		Shallow Concentrated Flow, Shallow Concentrated Woodland Kv= 5.0 fps
23.4	345				Total

Subcatchment EX-S4: Lot 1



Summary for Subcatchment EX-S5: On-Site

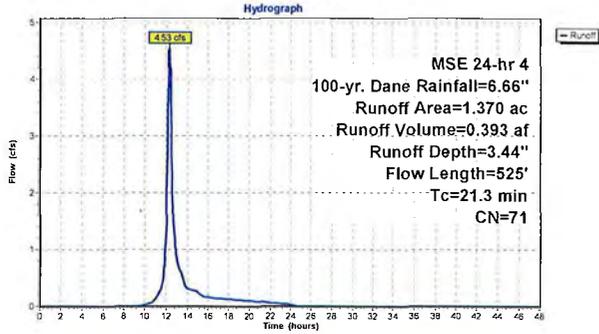
Runoff = 4.53 cfs @ 12.32 hrs, Volume= 0.393 af, Depth= 3.44"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 MSE 24-hr 4 100-yr. Dane Rainfall=6.66"

Area (ac)	CN	Description
* 0.403	77	Woodland D
* 0.514	70	Woodland C
* 0.342	55	Woodland B
* 0.111	98	Street
1.370	71	Weighted Average
1.259		91.90% Pervious Area
0.111		8.10% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
16.0	100	0.0488	0.10		Sheet Flow, Sheet Flow
5.3	425	0.0702	1.32		Woods: Light underbrush n= 0.400 P2= 2.84" Shallow Concentrated Flow, Shallow Concentrated Woodland Kv= 5.0 fps
21.3	525	Total			

Subcatchment EX-S5: On-Site



Summary for Subcatchment EX-S6: On-Site

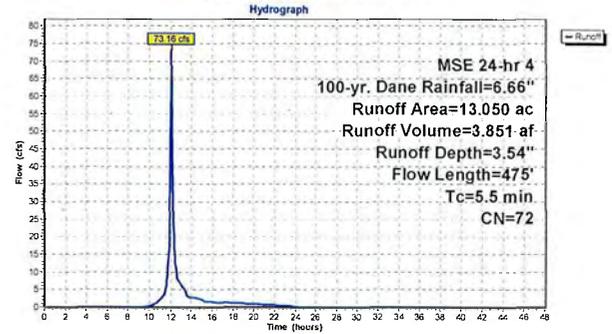
Runoff = 73.16 cfs @ 12.13 hrs, Volume= 3.851 af, Depth= 3.54"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 MSE 24-hr 4 100-yr. Dane Rainfall=6.66"

Area (ac)	CN	Description
* 0.200	68	Cropland B
* 4.300	83	Cropland D
* 3.258	55	Woodland B
* 2.186	70	Woodland C
* 3.106	77	Woodland D
13.050	72	Weighted Average
13.050		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.5	100	0.1123	0.67		Sheet Flow, Sheet Flow
3.0	375	0.0533	2.08		Cultivated: Residue<=20% n= 0.060 P2= 2.84" Shallow Concentrated Flow, Shallow Concentrated Cultivated Straight Rows Kv= 9.0 fps
5.5	475	Total			

Subcatchment EX-S6: On-Site

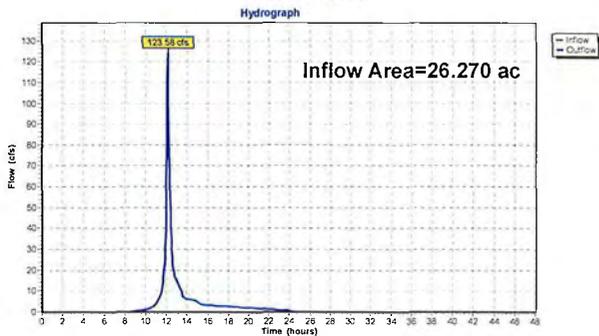


Summary for Reach 1R: Outlet

Inflow Area = 26.270 ac, 0.89% Impervious, Inflow Depth = 3.68" for 100-yr. Dane event
 Inflow = 123.58 cfs @ 12.14 hrs, Volume= 8.046 af
 Outflow = 123.58 cfs @ 12.14 hrs, Volume= 8.046 af, Atten= 0%, Lag= 0.0 min

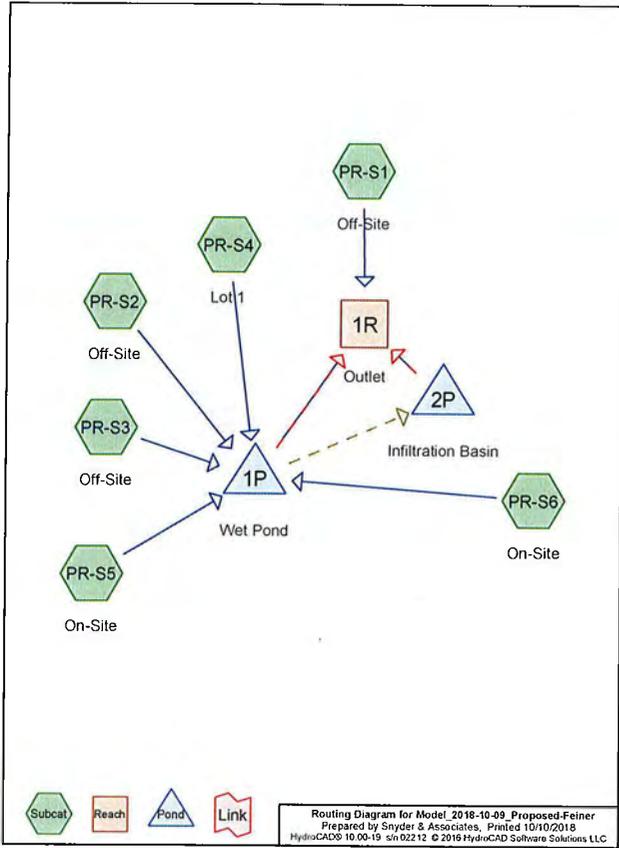
Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs

Reach 1R: Outlet



Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.536	74	>75% Grass cover, Good, HSG C (PR-S6)
1.073	80	>75% Grass cover, Good, HSG D (PR-S6)
1.491	68	Cropland B (PR-S6)
7.631	83	Cropland D (PR-S3, PR-S6)
0.023	98	Driveway (PR-S4)
5.906	71	Grassland C (PR-S1, PR-S2, PR-S3)
0.516	98	House Driveways (PR-S6)
0.581	98	Pond NWL/Infiltration Basin Bottom (PR-S6)
0.092	98	Roof (PR-S4)
0.517	98	Roofs (PR-S6)
0.794	98	Shared Driveway (PR-S6)
0.235	98	Street (PR-S1, PR-S5)
0.342	55	Woodland B (PR-S5)
4.625	70	Woodland C (PR-S4, PR-S5, PR-S6)
1.907	77	Woodland D (PR-S5, PR-S6)
26.269	78	TOTAL AREA



Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
0.536	HSG C	PR-S6
1.073	HSG D	PR-S6
24.660	Other	PR-S1, PR-S2, PR-S3, PR-S4, PR-S5, PR-S6
26.269		TOTAL AREA

Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	0.000	0.536	1.073	0.000	1.609	>75% Grass cover, Good	
0.000	0.000	0.000	0.000	1.491	1.491	Cropland B	
0.000	0.000	0.000	0.000	7.631	7.631	Cropland D	
0.000	0.000	0.000	0.000	0.023	0.023	Driveway	
0.000	0.000	0.000	0.000	5.906	5.906	Grassland C	
0.000	0.000	0.000	0.000	0.516	0.516	House Driveways	
0.000	0.000	0.000	0.000	0.581	0.581	Pond NWL/Infiltration Basin Bottom	
0.000	0.000	0.000	0.000	0.092	0.092	Roof	
0.000	0.000	0.000	0.000	0.517	0.517	Roofs	
0.000	0.000	0.000	0.000	0.794	0.794	Shared Driveway	
0.000	0.000	0.000	0.000	0.235	0.235	Street	
0.000	0.000	0.000	0.000	0.342	0.342	Woodland B	
0.000	0.000	0.000	0.000	4.625	4.625	Woodland C	
0.000	0.000	0.000	0.000	1.907	1.907	Woodland D	
0.000	0.000	0.536	1.073	24.660	26.269	TOTAL AREA	

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment PR-S1: Off-Site	Runoff Area=0.350 ac 35.43% Impervious Runoff Depth=4.49" Flow Length=500' Tc=10.7 min CN=81 Runoff=2.02 cfs 0.131 af
Subcatchment PR-S2: Off-Site	Runoff Area=1.890 ac 0.00% Impervious Runoff Depth=3.44" Flow Length=330' Tc=8.6 min CN=71 Runoff=9.26 cfs 0.542 af
Subcatchment PR-S3: Off-Site	Runoff Area=7.570 ac 0.00% Impervious Runoff Depth=4.06" Flow Length=690' Tc=11.4 min CN=77 Runoff=39.07 cfs 2.562 af
Subcatchment PR-S4: Lot 1	Runoff Area=2.040 ac 5.64% Impervious Runoff Depth=3.54" Flow Length=345' Tc=23.4 min CN=72 Runoff=6.62 cfs 0.602 af
Subcatchment PR-S5: On-Site	Runoff Area=1.370 ac 8.10% Impervious Runoff Depth=3.44" Flow Length=925' Tc=24.5 min CN=71 Runoff=4.21 cfs 0.393 af
Subcatchment PR-S6: On-Site	Runoff Area=13.049 ac 18.45% Impervious Runoff Depth=4.49" Flow Length=1,560' Tc=5.6 min CN=81 Runoff=89.16 cfs 4.882 af
Reach 1R: Outlet	Inflow=120.28 cfs 8.433 af Outflow=120.28 cfs 8.433 af
Pond 1P: Wet Pond	Peak Elev=1,013.81' Storage=100,377 cf Inflow=137.59 cfs 8.981 af Primary=20.95 cfs 4.240 af Secondary=97.32 cfs 2.487 af Tertiary=1.27 cfs 1.707 af Outflow=119.54 cfs 8.434 af
Pond 2P: Infiltration Basin	Peak Elev=1,011.09' Storage=4,763 cf Inflow=1.27 cfs 1.707 af Discarded=0.01 cfs 0.032 af Primary=1.10 cfs 1.574 af Secondary=0.00 cfs 0.000 af Outflow=1.11 cfs 1.607 af
Total Runoff Area = 26.269 ac Runoff Volume = 9.112 af Average Runoff Depth = 4.16" 89.50% Pervious = 23.511 ac 10.50% Impervious = 2.758 ac	

Summary for Subcatchment PR-S1: Off-Site

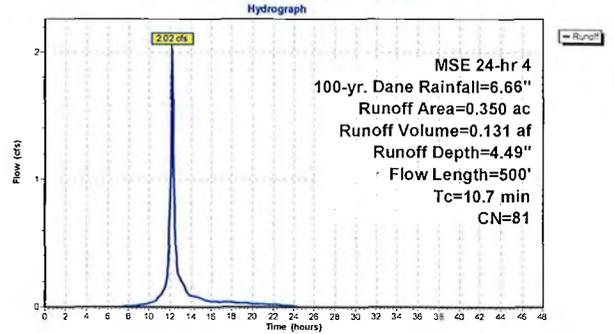
Runoff = 2.02 cfs @ 12.18 hrs, Volume= 0.131 af, Depth= 4.49"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 MSE 24-hr 4 100-yr. Dane Rainfall=6.66"

Area (ac)	CN	Description
0.226	71	Grassland C
0.124	98	Street
0.350	81	Weighted Average
0.226		64.57% Pervious Area
0.124		35.43% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.2	100	0.0363	0.20		Sheet Flow, Sheet Flow
2.5	400	0.0273	2.66		Grass: Short n= 0.150 P2= 2.84" Shallow Concentrated Flow, Shallow Concentrated
10.7	500				Unpaved Kv= 16.1 fps
					Total

Subcatchment PR-S1: Off-Site



Summary for Subcatchment PR-S2: Off-Site

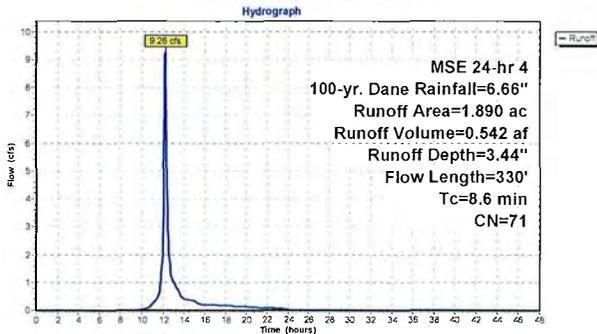
Runoff = 9.26 cfs @ 12.16 hrs, Volume= 0.542 af, Depth= 3.44"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 MSE 24-hr 4 100-yr. Dane Rainfall=6.66"

Area (ac)	CN	Description
1.890	71	Grassland C
1.890		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.3	100	0.0477	0.23		Sheet Flow, Sheet Flow
1.3	230	0.0323	2.89		Grass: Short n= 0.150 P2= 2.84" Shallow Concentrated Flow, Shallow Concentrated
8.6	330				Unpaved Kv= 16.1 fps
					Total

Subcatchment PR-S2: Off-Site



Summary for Subcatchment PR-S3: Off-Site

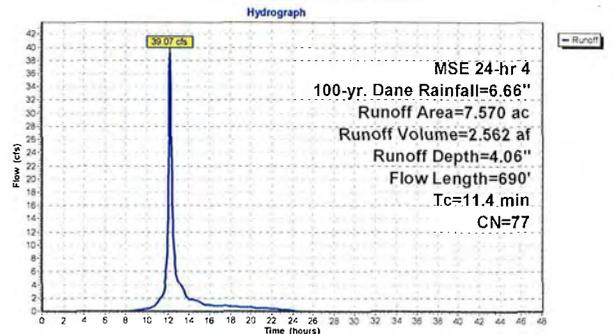
Runoff = 39.07 cfs @ 12.19 hrs, Volume= 2.562 af, Depth= 4.06"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 MSE 24-hr 4 100-yr. Dane Rainfall=6.66"

Area (ac)	CN	Description
3.790	71	Grassland C
3.780	83	Cropland D
7.570	77	Weighted Average
7.570		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.5	100	0.0457	0.22		Sheet Flow, Sheet Flow
3.9	590	0.0246	2.53		Grass: Short n= 0.150 P2= 2.84" Shallow Concentrated Flow, Shallow Concentrated
11.4	690				Unpaved Kv= 16.1 fps
					Total

Subcatchment PR-S3: Off-Site



Summary for Subcatchment PR-S4: Lot 1

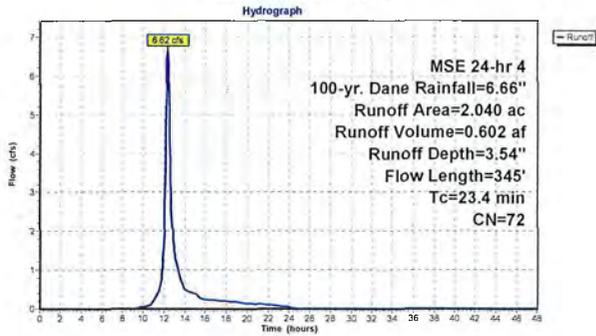
Runoff = 6.62 cfs @ 12.34 hrs, Volume= 0.602 af, Depth= 3.54"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 MSE 24-hr 4 100-yr. Dane Rainfall=6.66"

Area (ac)	CN	Description
* 1.925	70	Woodland C
* 0.092	98	Roof
* 0.023	98	Driveway
2.040	72	Weighted Average
1.925		94.36% Pervious Area
0.115		5.64% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
19.3	100	0.0305	0.09		Sheet Flow, Sheet Flow Woods: Light underbrush n= 0.400 P2= 2.84"
4.1	245	0.0389	0.99		Shallow Concentrated Flow, Shallow Concentrated Woodland Kv= 5.0 fps
23.4	345	Total			

Subcatchment PR-S4: Lot 1



Summary for Subcatchment PR-S5: On-Site

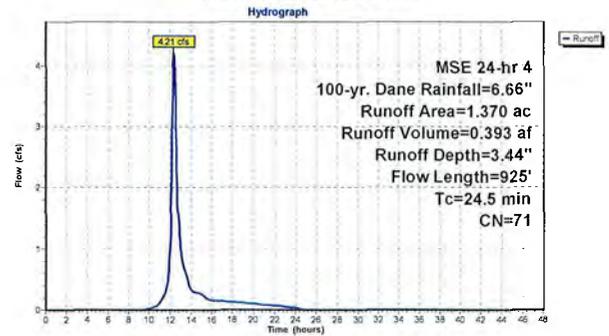
Runoff = 4.21 cfs @ 12.36 hrs, Volume= 0.393 af, Depth= 3.44"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 MSE 24-hr 4 100-yr. Dane Rainfall=6.66"

Area (ac)	CN	Description
* 0.403	77	Woodland D
* 0.514	70	Woodland C
* 0.342	55	Woodland B
* 0.111	98	Street
1.370	71	Weighted Average
1.259		91.90% Pervious Area
0.111		8.10% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
16.0	100	0.0488	0.10		Sheet Flow, Sheet Flow Woods: Light underbrush n= 0.400 P2= 2.84"
8.5	825	0.0102	1.63		Shallow Concentrated Flow, Shallow Concentrated Unpaved Kv= 16.1 fps
24.5	925	Total			

Subcatchment PR-S5: On-Site



Summary for Subcatchment PR-S6: On-Site

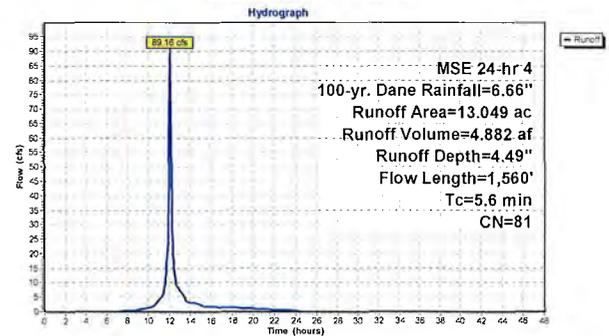
Runoff = 89.16 cfs @ 12.12 hrs, Volume= 4.882 af, Depth= 4.49"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 MSE 24-hr 4 100-yr. Dane Rainfall=6.66"

Area (ac)	CN	Description
* 1.491	68	Cropland B
* 3.851	83	Cropland D
* 2.186	70	Woodland C
* 1.504	77	Woodland D
* 0.517	98	Roofs
* 0.516	98	House Driveways
* 0.794	98	Shared Driveway
1.073	80	>75% Grass cover, Good, HSG D
0.536	74	>75% Grass cover, Good, HSG C
* 0.581	98	Pond NWL/Infiltration Basin Bottom
13.049	81	Weighted Average
10.841		81.55% Pervious Area
2.408		18.45% Impervious Area

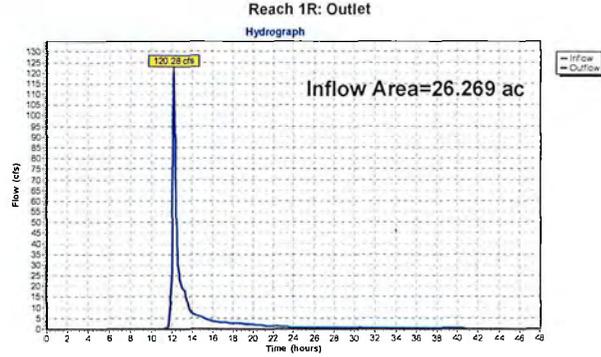
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.5	100	0.1123	0.87		Sheet Flow, Sheet Flow Cultivated: Residue<=20% n= 0.060 P2= 2.84"
3.1	1,460	0.0312	7.75	46.49	Channel Flow, Ditch Area= 6.0 sf Perim= 7.2' r= 0.83' n= 0.030 Earth, grassed & winding
5.6	1,560	Total			

Subcatchment PR-S6: On-Site



Summary for Reach 1R: Outlet

Inflow Area = 26.269 ac, 10.50% Impervious, Inflow Depth = 3.85" for 100-yr. Dane event
 Inflow = 120.28 cfs @ 12.19 hrs, Volume= 8.433 af
 Outflow = 120.28 cfs @ 12.19 hrs, Volume= 8.433 af, Atten= 0%, Lag= 0.0 min
 Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs



Summary for Pond 1P: Wet Pond

Inflow Area = 25.919 ac, 10.16% Impervious, Inflow Depth = 4.16" for 100-yr. Dane event
 Inflow = 137.59 cfs @ 12.14 hrs, Volume= 8.981 af
 Outflow = 119.54 cfs @ 12.19 hrs, Volume= 8.434 af, Atten= 13%, Lag= 3.2 min
 Primary = 20.95 cfs @ 12.19 hrs, Volume= 4.240 af
 Secondary = 97.32 cfs @ 12.19 hrs, Volume= 2.487 af
 Tertiary = 1.27 cfs @ 12.17 hrs, Volume= 1.707 af

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,013.81' @ 12.19 hrs Surf.Area= 30,043 sf Storage= 100,377 cf

Plug-Flow detention time= 160.0 min calculated for 8.434 af (94% of inflow)
 Center-of-Mass det. time= 129.4 min (935.7 - 806.3)

Volume	Invert	Avail.Storage	Storage Description		
#1	1,010.00'	106,177 cf	Custom Stage Data (Irregular) Listed below (Recalc)		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
1,010.00	22,810	595.0	0	0	22,810
1,011.00	24,830	615.0	23,714	23,714	24,829
1,012.00	26,510	635.0	25,564	49,278	26,914
1,013.00	28,440	650.0	27,469	76,748	28,577
1,014.00	30,430	670.0	29,429	106,177	30,779

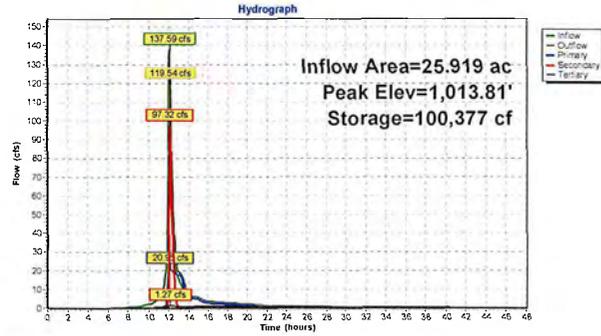
Device	Routing	Invert	Outlet Devices
#1	Primary	1,010.00'	24.0" Round 24" RCP Culvert L= 270.0' RCP, groove end projecting, Ke= 0.200 Inlet / Outlet Invert= 1,010.00' / 1,009.00' S= 0.0037 ' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf
#2	Device 1	1,012.25'	48.0" Horiz. 48" Stand Pipe C= 0.600 Limited to weir flow at low heads
#3	Tertiary	1,010.00'	6.0" Round 6" PVC Culvert L= 26.0' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 1,010.00' / 1,010.00' S= 0.0000 ' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.20 sf
#4	Secondary	1,013.00'	50.0' long x 4.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.38 2.54 2.69 2.68 2.67 2.67 2.65 2.66 2.66 2.66 2.68 2.72 2.73 2.76 2.79 2.88 3.07 3.32

Primary OutFlow Max=20.92 cfs @ 12.19 hrs HW=1,013.80' TW=0.00' (Dynamic Tailwater)
 1=24" RCP Culvert (Barrel Controls 20.92 cfs @ 6.66 fps)
 2=48" Stand Pipe (Passes 20.92 cfs of 75.33 cfs potential flow)

Secondary OutFlow Max=95.91 cfs @ 12.19 hrs HW=1,013.80' TW=0.00' (Dynamic Tailwater)
 4=Broad-Crested Rectangular Weir (Weir Controls 95.91 cfs @ 2.40 fps)

Tertiary OutFlow Max=1.25 cfs @ 12.17 hrs HW=1,013.78' TW=1,010.96' (Dynamic Tailwater)
 3=6" PVC Culvert (Inlet Controls 1.25 cfs @ 6.39 fps)

Pond 1P: Wet Pond



Summary for Pond 2P: Infiltration Basin

Inflow = 1.27 cfs @ 12.17 hrs, Volume= 1.707 af
 Outflow = 1.11 cfs @ 12.56 hrs, Volume= 1.607 af, Atten= 13%, Lag= 23.2 min
 Discarded = 0.01 cfs @ 12.56 hrs, Volume= 0.032 af
 Primary = 1.10 cfs @ 12.56 hrs, Volume= 1.574 af
 Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,011.09' @ 12.56 hrs Surf.Area= 4,861 sf Storage= 4,763 cf

Plug-Flow detention time= 118.7 min calculated for 1.607 af (94% of inflow)
 Center-of-Mass det. time= 52.2 min (1,464.3 - 1,412.0)

Volume	Invert	Avail.Storage	Storage Description		
#1	1,010.00'	23,013 cf	Custom Stage Data (Irregular) Listed below (Recalc)		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
1,010.00	3,900	280.0	0	0	3,900
1,011.00	4,780	300.0	4,333	4,333	4,868
1,012.00	5,720	320.0	5,243	9,576	5,902
1,013.00	6,710	340.0	6,208	15,784	7,003
1,014.00	7,760	355.0	7,229	23,013	7,902

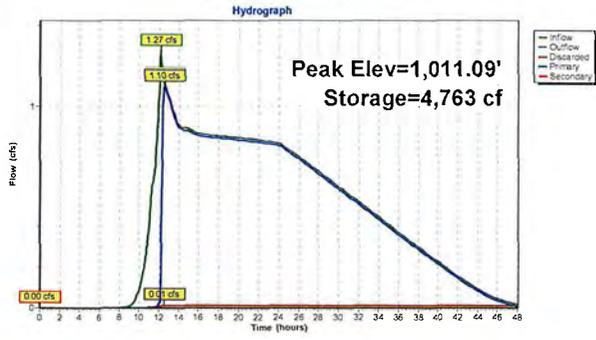
Device	Routing	Invert	Outlet Devices
#1	Discarded	1,010.00'	0.500 in/hr Exfiltration over Surface area above 1,010.00' Excluded Surface area = 3,900 sf
#2	Primary	1,010.00'	12.0" Round 12" RCP Culvert L= 40.0' RCP, groove end projecting, Ke= 0.200 Inlet / Outlet Invert= 1,010.00' / 1,009.00' S= 0.0250 ' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 0.79 sf
#3	Device 2	1,011.00'	48.0" Horiz. 48" Stand Pipe C= 0.600 Limited to weir flow at low heads
#4	Secondary	1,013.00'	20.0' long x 4.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.38 2.54 2.69 2.68 2.67 2.67 2.65 2.66 2.66 2.66 2.68 2.72 2.73 2.76 2.79 2.88 3.07 3.32

Discarded OutFlow Max=0.01 cfs @ 12.56 hrs HW=1,011.09' (Free Discharge)
 1=Exfiltration (Exfiltration Controls 0.01 cfs)

Primary OutFlow Max=1.10 cfs @ 12.56 hrs HW=1,011.09' TW=0.00' (Dynamic Tailwater)
 2=12" RCP Culvert (Passes 1.10 cfs of 3.63 cfs potential flow)
 3=48" Stand Pipe (Weir Controls 1.10 cfs @ 0.98 fps)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs HW=1,010.00' TW=0.00' (Dynamic Tailwater)
 4=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 2P: Infiltration Basin



Model Assumptions

Notes:

1. WinSLAMM model is based on the post-development HydroCAD model for the proposed project site along with the assumptions stated below.

Assumptions:

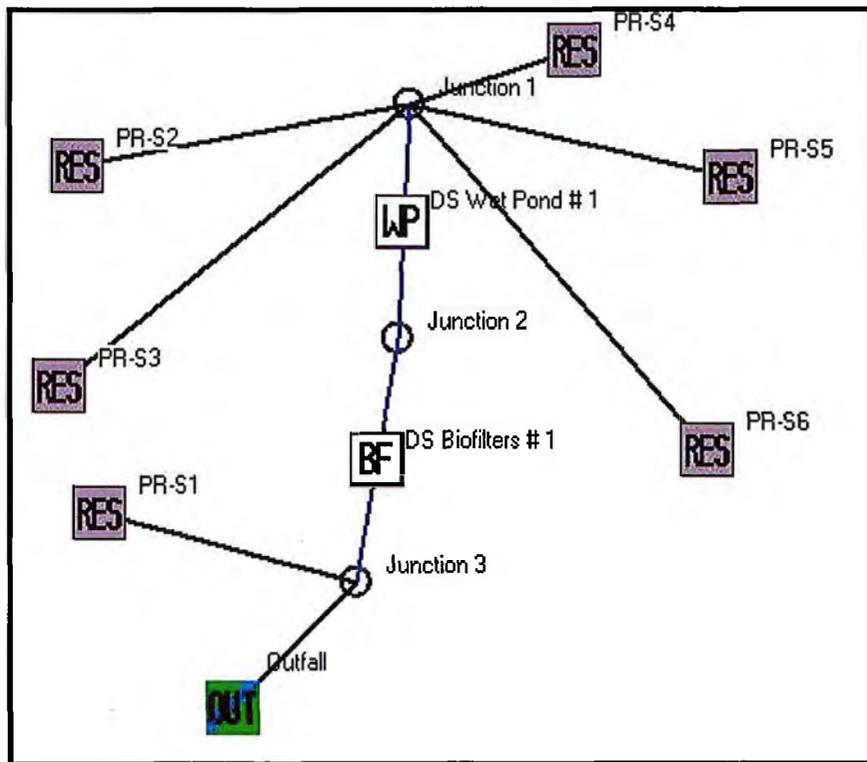
1. Proposed 5,000 SF new impervious for Lot 1 (not including shared driveway)
2. Proposed 45,000 SF new impervious for Lot 2 (not including shared driveway)
3. All disturbed soils are "Normal" and "Clayey" to be conservative and account for soil compaction.
4. All undisturbed soils are "Normal" and "Silty", as they are not expected to be compacted during construction.
5. Runoff from PR-S5 and PR-S6 that does not get collected in the shared driveway ditch will be collected via swale or berm and directed to the proposed stormwater management area.
6. Off-site areas were included in WinSLAMM model for TSS to ensure Ordinance is met for proposed condition.
7. Off-site areas were not included in WinSLAMM model for infiltration to ensure Ordinance is met if off-site areas are diverted in the future.



WinSLAMM Model Input Data - Screen Captures

WinSLAMM Model (TSS):

Routing Diagram:



File Data:

Current File Data

SLAMM Data File Name:
V:\Projects\2018\118.0929.30\Design\StormwaterModels\WinSLAMM\Model_2018-10-09_Feiner-TSS

Site Descript:

Edit Seed:

Edit Rain File: C:\WinSLAMM Files\Rain Files\WisReg - Madison WI 1981.RAN

Edit Start Date: Winter Season Range
Edit End Date: Start of Winter (mm/dd) End of Winter (mm/dd)

Edit Pollutant Probability Distribution File: C:\WinSLAMM Files\WI_GEO03.ppdx

Edit Runoff Coefficient File: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx

Edit Particulate Solids Concentration File: C:\WinSLAMM Files\w10.1 WI_AVG01.pscx

Edit Street Delivery File (Select LU)
 Residential LU Other Urban LU
 Institutional LU Freeways
 Commercial LU
 Industrial LU

Edit Source Area PSD and Peak to Average Flow Ratio File: C:\WinSLAMM Files\NURP Source Area PSD Files.csv

Use Cost Estimation Option

Replace Default Values with these Current File Data Values	Use Default Values	Replace all Source Area Particle Size Distribution Files with the Source Area PSD and Peak to Average Flow Ratio File Listed Above	Cancel	Continue
--	--------------------	--	---------------	-----------------

Overall Land Uses:

Land Use #	Land Use Type	Land Use Label	Land Use Area (acres)
1	Residential	PR-S1	0.350
2	Residential	PR-S2	1.890
3	Residential	PR-S3	7.570
4	Residential	PR-S4	2.040
5	Residential	PR-S5	1.370
6	Residential	PR-S6	13.050

Individual Land Uses:

Land Use #1 PR-S1:

Land Use:					
PR-S1					
Source Area #	Source Area	Area (acres)	Source Area Parameters	First Control Practice	Second Control Practice
	Roofs	0.000			
	Parking	0.000			
	Driveways/Sidewalks	0.000			
	Streets	0.124			
	Landscaped Areas	0.226			
	Other Areas	0.000			

Land Use #2 PR-S2:

Land Use:					
PR-S2					
Source Area #	Source Area	Area (acres)	Source Area Parameters	First Control Practice	Second Control Practice
	Roofs	0.000			
	Parking	0.000			
	Driveways/Sidewalks	0.000			
	Streets	0.000			
	Landscaped Areas	1.890			
	Other Areas	0.000			

Land Use #3 PR-S3:

Land Use:					
PR-S3					
Source Area #	Source Area	Area (acres)	Source Area Parameters	First Control Practice	Second Control Practice
	Roofs	0.000			
	Parking	0.000			
	Driveways/Sidewalks	0.000			
	Streets	0.000			
	Landscaped Areas	7.570			
	Other Areas	0.000			

Land Use #4 PR-S4:

Land Use:					
PR-S4					
Source Area #	Source Area	Area (acres)	Source Area Parameters	First Control Practice	Second Control Practice
	Roofs	0.092			
	Parking	0.000			
	Driveways/Sidewalks	0.023			
	Streets	0.000			
	Landscaped Areas	1.925			
	Other Areas	0.000			

Land Use #5 PR-S5:

Land Use:					
PR-S5					
Source Area #	Source Area	Area (acres)	Source Area Parameters	First Control Practice	Second Control Practice
	Roofs	0.000			
	Parking	0.000			
	Driveways/Sidewalks	0.000			
	Streets	0.111			
	Landscaped Areas	1.259			
	Other Areas	0.000			

Land Use #6 PR-S6:

Land Use:					
PR-S6					
Source Area #	Source Area	Area (acres)	Source Area Parameters	First Control Practice	Second Control Practice
	Roofs	0.517			
	Parking	0.000			
	Driveways/Sidewalks	1.311			
	Streets	0.000			
	Landscaped Areas	10.641			
	Other Areas	0.581			

Overall Control Practices:

CP #	Control Practice Type	Control Practice Name or Location
1	Wet Detention Pond	DS Wet Pond # 1
2	Biofilter	DS Biofilters # 1

Individual Control Practices:

Control Practice #1 – DS Wet Pond #1:

Wet Detention Control Device

Pond Number 1
Drainage System Control Practice

Select Particle Size Distribution File
Not needed - calculated by program

Initial Stage Elevation (ft):
 Peak to Average Flow Ratio:
 Maximum Inflow into Pond (cfs):
 Enter 0 or leave blank for no limit.

Copy Pond Data Paste Pond Data

Enter fraction (greater than 0) that you want to modify all pond areas by and then select 'Modify Pond Areas' button

Modify Pond Areas

Stage (ft)	Area (acres)	Cumulative Volume (ac-ft)
0	0.0000	0.0000
1	0.01	0.3003
2	1.00	0.3225
3	2.00	0.3457
4	3.00	0.3694
5	4.00	0.3935
6	5.00	0.5236
7	6.00	0.5854
8	7.00	0.6086
9	8.00	0.6529
10	9.00	0.6986
11		
12		
13		
14		
15		
16		
17		

Recalculate Cumulative Volume

Add Sharp Crested Weir

Weir Length (ft)
Height from datum to bottom of weir opening (ft)

Add V-Notch Weir

Weir Angle (1 to 90 degrees)
Height from datum to bottom of weir opening (ft)
Number of V-Notch weirs

Remove Orifice Set 1

Orifice Diameter (ft)
Invert elevation above datum (ft)
Number of orifices in set

Add Orifice Set 2

Orifice Diameter (ft)
Invert elevation above datum (ft)
Number of orifices in set

Add Orifice Set 3

Orifice Diameter (ft)
Invert elevation above datum (ft)
Number of orifices in set

Add Stone Weeper

Width at bottom of weeper (ft)
Weeper grade slope (H:TV)
Upstream side slope (H:TV)
Downstream side slope (H:TV)
Horizontal flow path length at top of weeper (ft)
Average neck diameter (ft)
Orifice from bottom to top of weeper (ft)
Height from datum to bottom of weeper (ft)

Remove Vertical Stand Pipe

Pipe diameter (ft)
Height above datum (ft)

Month	Evaporation (in/day)	Add	Water Withdrawal Rate (ac-ft/day)	Add
Jan	0.00		0.000	
Feb	0.00		0.000	
Mar	0.00		0.000	
Apr	0.00		0.000	
May	0.00		0.000	
Jun	0.00		0.000	
Jul	0.00		0.000	
Aug	0.00		0.000	
Sep	0.00		0.000	
Oct	0.00		0.000	
Nov	0.00		0.000	
Dec	0.00		0.000	

Stage (ft)	Natural Seepage Rate (in/hr)	Add	Other Outflow Rate (cfs)	Add
0.00	0.00		0.000	
0.01	0.00		0.000	
1.00	0.00		0.000	
2.00	0.00		0.000	
3.00	0.00		0.000	
4.00	0.00		0.000	
5.00	0.00		0.000	

Remove Broad Crested Weir (Required)

Weir crest length (ft)
 Weir crest width (ft)
 Height from datum to bottom of weir opening (ft)

Add Seepage Basin

Infiltration rate (in/hr)
 Width of device (ft)
 Length of device (ft)
 Invert elevation of seepage basin inlet above datum (ft)

Delete Pond

Cancel

Continue

Press F1* for Help

Control Practice #: 1 CP Index #: 1

Control Practice #2 – DS Biofilters #1:

Biofiltration Control Device
23

Drainage System Control Practice

Device Properties Biofilter Number 1

Top Area (sf)	7760
Bottom Area (sf)	3900
Total Depth (ft)	5.00
Typical Width (ft) (Cost est. only)	10.00
Native Soil Infiltration Rate (in/hr)	0.500
Native Soil Infiltration Rate (in/hr)	None
Infil. Rate Fraction-Bottom (0.001-1)	1.000
Infil. Rate Fraction-Sides (0.001-1)	0.010
Rock Filled Depth (ft)	0.00
Rock Fill Porosity (0-1)	0.00
Engineered Media Type	Media Data
Engineered Media Infiltration Rate	0.50
Engineered Media Depth (ft)	1.00
Engineered Media Porosity (0-1)	0.27

Flow Ratio: 3.80

Number of Devices in Source Area or Upstream Drainage System: 1

Sharp Created Weir

Height from datum to bottom of weir opening (ft):

Remove **Broad Created Weir-Reqd**

Weir crest length (ft): 20.00

Weir crest width (ft): 4.00

Height from datum to bottom of weir opening (ft): 4.00

Remove **Vertical Stand Pipe**

Pipe diameter (ft): 4.00

Height above datum (ft): 2.00

Add **Surface Discharge Pipe**

Pipe Diameter (ft):

Height above datum (ft):

Number of pipes at invert elev:

Evaporation

Month	Evapotranspiration (in/day)
Jan	0.00
Feb	0.00
Mar	0.00
Apr	0.11
May	0.15
Jun	0.16
Jul	0.16
Aug	0.13
Sep	0.11
Oct	0.08
Nov	0.04
Dec	0.00

Other Outlet

Stage Number	Stage (ft)	Other Outlets (ft)
1		
2		
3		
4		
5		

Remove

Soil porosity (saturation moisture content, 0-1): 0.270

Soil field moisture capacity (0-1): 0.220

Permanent wilting point (0-1): 0.030

Supplemental irrigation used?

Fraction of available capacity when irrigation starts (0-1): 0.000

Fraction of available capacity when irrigation stops (0-1): 0.000

Fraction of biofilter that is vegetated:

Plant type: Turfgras

Root depth (ft): 1.00

EIT Crop Adjustment Factor: 0.80

Add

Plant Types: 1 2 3 4

1.00 0.00 0.00 0.00

1.0 0.0 0.0 0.0

0.80 0.00 0.00 0.00

Select Native Soil Infiltration Rate

- Sand - 8 in/hr
- Loamy sand - 2.5 in/hr
- Loam - 0.5 in/hr
- Silt loam - 0.3 in/hr
- Sandy silt loam - 0.2 in/hr
- Clay loam - 0.1 in/hr
- Silty clay loam - 0.05 in/hr
- Sandy clay - 0.05 in/hr
- Silty clay - 0.04 in/hr
- Clay - 0.02 in/hr
- Rain Barrel/Cistern - 0.00 in/hr

Use Random Number Generation to Account for Infiltration Rate Uncertainty

Initial Water Surface Elevation (ft): 0.00

Est. Surface Drain Time = 29.1 hrs.

Biofilter Geometry Schematic

Press 'F1' for Help Delete Cancel Continue

Runoff Volume:

Land Uses			Junctions			Control Practices		
Runoff Volume (cf)			Part. Solids Yield (lbs)			Part. Solids Conc. (mg)		
Data File: V:\Projects\2018\118.0929.30\Design\StormwaterModels\WinSLAMM\Model_2018-10-09_Feiner-TSS.mdb								
Rain File: WisReg - Madison WI 1981.RAN								
Date: 10-10-18 Time: 4:45:55 PM								
Site Description:								
Runoff Volume Total (cf) at the Outfall								
Rain Number	Start Date	Rain Total (in)	Outfall Total (cf)	Rv	Total Losses (in.)	Calculated CN*	Event Peak Flow (cfs)	Pre-Dev Runoff Vol.
74	08/31/81	0.03	0	0.000	0.03	n/a	0.000	n/a
75	08/31/81	1.52	13242	0.091	1.38	73.2	0.397	16586
76	09/07/81	0.89	4453	0.052	0.84	79.4	0.261	1337
77	09/11/81	0.08	17.47	0.002	0.08	96.5	0.015	0
78	09/16/81	0.03	0	0.000	0.03	n/a	0.000	n/a
79	09/21/81	0.45	168.7	0.004	0.45	83.7	0.019	0
80	09/24/81	0.90	3420	0.040	0.86	78.0	0.129	1456
81	09/26/81	0.12	34.61	0.003	0.12	95.0	0.006	0
82	09/28/81	0.10	25.49	0.003	0.10	95.7	0.007	0
83	09/29/81	0.16	47.24	0.003	0.16	93.4	0.021	0
84	09/30/81	0.36	124.5	0.004	0.36	86.4	0.109	0
85	10/01/81	0.01	9.273E-05	0.000	0.01	99.5	0.000	0
86	10/04/81	0.15	44.03	0.003	0.15	93.8	0.010	0
87	10/05/81	0.04	7.402	0.002	0.04	98.2	0.003	0
88	10/05/81	0.02	0.001182	0.000	0.02	99.0	0.000	0
89	10/09/81	0.14	40.86	0.003	0.14	94.2	0.007	0
90	10/13/81	1.20	10509	0.092	1.09	77.6	0.310	7015
91	10/15/81	0.02	3.184E-05	0.000	0.02	99.0	0.000	0
92	10/17/81	0.95	7749	0.086	0.87	81.0	0.271	2117
93	10/18/81	0.06	27.96	0.005	0.06	97.5	0.034	0
94	10/21/81	0.06	12.06	0.002	0.06	97.4	0.002	0
95	10/21/81	0.01	3.040E-04	0.000	0.01	99.5	0.000	0
96	10/24/81	0.01	0	0.000	0.01	n/a	0.000	n/a
97	10/31/81	0.01	0	0.000	0.01	n/a	0.000	n/a
98	11/05/81	0.04	7.402	0.002	0.04	98.2	0.002	0
99	11/15/81	0.07	14.64	0.002	0.07	96.9	0.002	0
100	11/18/81	0.05	9.653	0.002	0.05	97.8	0.004	0
101	11/19/81	0.26	82.85	0.003	0.26	89.8	0.003	0
102	11/23/81	0.18	53.76	0.003	0.18	92.7	0.006	0
103	11/25/81	0.89	2897	0.033	0.86	77.5	0.143	1337
104	11/30/81	0.37	128.9	0.004	0.37	86.1	0.005	0
105	12/03/81	-	-	-	-	-	-	-
106	12/14/81	-	-	-	-	-	-	-
107	12/20/81	-	-	-	-	-	-	-
108	12/26/81	-	-	-	-	-	-	-
109	12/31/81	-	-	-	-	-	-	-
Minimum:		0.00	0	0.000	0.01	73.1	0.000	0.0
Maximum:		2.59	59216	0.240	1.97	99.5	1.143	67107.0
Average:		0.26	1910	0.014	0.24	76.3	0.686	2312.0
Total:		28.81	208199		26.65			173398.00
* Note: NRCS does not recommend using CN method for rains < 0.5 in.								
See 'PreDevelopment Areas and CN' Help for more info.								

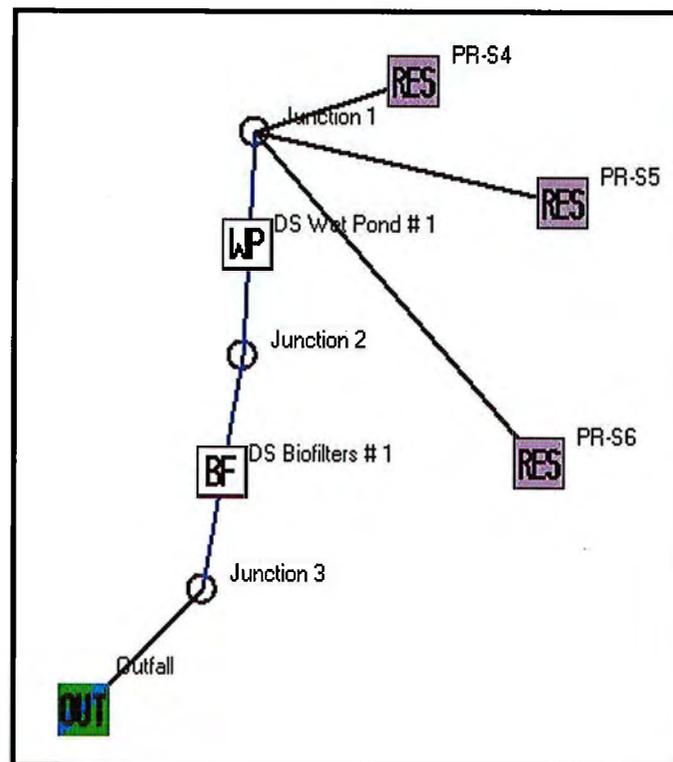
Output Summary:

Land Uses	Junctions	Control Practices				
File Name: V:\Projects\2018\118.0929.30\Design\StormwaterModels\WinSLAMM\Model_2018-10-09_Fainer-TSS.mdb						
Outfall Output Summary						
	Runoff Volume (cu. ft.)	Percent Runoff Reduction	Runoff Coefficient (Rv)	Particulate Solids Conc. (mg/L)	Particulate Solids Yield (lbs)	Percent Particulate Solids Reduction
Total of All Land Uses without Controls	390945		0.13	71.65	1749	
Outfall Total with Controls	208199	46.74 %	0.07	24.54	319.0	81.76 %
Current File Output: Annualized Total After Outfall Controls	208771	Years in Model Run:	1.00		319.8	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 2px; text-align: center;">Print Output Summary to Text File</div> <div style="border: 1px solid black; padding: 2px; text-align: center;">Print Output Summary to .csv File</div> </div>		Total Area Modeled (ac) 26.270				
Total Control Practice Costs						
Capital Cost	N/A					
Land Cost	N/A					
Annual Maintenance Cost	N/A					
Present Value of All Costs	N/A					
Annualized Value of All Costs	N/A					
			Perform Outfall Flow Duration Curve Calculations			
			Receiving Water Impacts Due To Stormwater Runoff (CWP Impervious Cover Model)			
				Calculated Rv	Approximate Urban Stream Classification	
			Without Controls	0.13	Good	
			With Controls	0.07	Good	

WinSLAMM Model Input Data - Screen Captures

WinSLAMM Model (Infiltration):

Routing Diagram:



File Data:

Current File Data				
SLAMM Data File Name: V:\Projects\2018\118.0929.30\Design\StormwaterModels\WinSLAMM\Model_2018-10-09_Feiner-Infiltr				
Site Descript: <input type="text"/>				
Edit Seed:	-42			
Edit Rain File:	C:\WinSLAMM Files\Rain Files\WisReg - Madison WI 1981.RAN			
Edit Start Date:	01/01/81			
Edit End Date:	12/31/81			
<input checked="" type="checkbox"/> Winter Season Range				
Start of Winter (mm/dd)	12/02			
End of Winter (mm/dd)	03/12			
Edit Pollutant Probability Distribution File:	C:\WinSLAMM Files\WI_GEO03.ppdx			
Edit Runoff Coefficient File:	C:\WinSLAMM Files\WI_SL06 Dec06.rsvx			
Edit Particulate Solids Concentration File:	C:\WinSLAMM Files\w10.1 WI_AVG01.pscx			
Edit Street Delivery File (Select LU)	C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std			
<input checked="" type="radio"/> Residential LU <input type="radio"/> Other Urban LU				
<input type="radio"/> Institutional LU <input type="radio"/> Freeways				
<input type="radio"/> Commercial LU				
<input type="radio"/> Industrial LU				
Change all Street Delivery Files to Match the Current File				
Edit Source Area PSD and Peak to Average Flow Ratio File:	C:\WinSLAMM Files\NURP Source Area PSD Files.csv			
<input type="checkbox"/> Use Cost Estimation Option	Select Cost Data File			
Replace Default Values with these Current File Data Values	Use Default Values	Replace all Source Area Particle Size Distribution Files with the Source Area PSD and Peak to Average Flow Ratio File Listed Above	Cancel	Continue

Overall Land Uses:

Land Use #	Land Use Type	Land Use Label	Land Use Area (acres)
1	Residential	PR-S4	2.040
2	Residential	PR-S5	1.370
3	Residential	PR-S6	13.050

Individual Land Uses:

Land Use #4 PR-S4:

Land Use:					
PR-S4					
Source Area #	Source Area	Area (acres)	Source Area Parameters	First Control Practice	Second Control Practice
	Roofs	0.092			
	Parking	0.000			
	Driveways/Sidewalks	0.023			
	Streets	0.000			
	Landscaped Areas	1.925			
	Other Areas	0.000			

Land Use #5 PR-S5:

Land Use:					
PR-S5					
Source Area #	Source Area	Area (acres)	Source Area Parameters	First Control Practice	Second Control Practice
	Roofs	0.000			
	Parking	0.000			
	Driveways/Sidewalks	0.000			
	Streets	0.111			
	Landscaped Areas	1.259			
	Other Areas	0.000			

Land Use #6 PR-S6:

Land Use:					
PR-S6					
Source Area #	Source Area	Area (acres)	Source Area Parameters	First Control Practice	Second Control Practice
	Roofs	0.517			
	Parking	0.000			
	Driveways/Sidewalks	1.311			
	Streets	0.000			
	Landscaped Areas	10.641			
	Other Areas	0.581			

Overall Control Practices:

CP #	Control Practice Type	Control Practice Name or Location
1	Wet Detention Pond	DS Wet Pond # 1
2	Biofilter	DS Biofilters # 1

Individual Control Practices:

Control Practice #1 – DS Wet Pond #1:

Wet Detention Control Device

Pond Number 1
Drainage System Control Practice

Select Particle Size Distribution File
(Not needed - calculated by program)

Initial Stage Elevation (ft):
 Peak to Average Flow Ratio:
 Maximum Inflow into Pond (cfs):
 Enter 0 or leave blank for no limit.

Copy Pond Data Paste Pond Data

Enter fraction (greater than 0) that you want to modify all pond areas by and then select 'Modify Pond Areas' button

Stage (ft)	Area (acres)	Cumulative Volume (ac-ft)
0	0.0000	0.000
1	0.01	0.3003
2	1.00	0.3225
3	2.00	0.3457
4	3.00	0.3694
5	4.00	0.3935
6	5.00	0.5236
7	6.00	0.5854
8	7.00	0.6086
9	8.00	0.6529
10	9.00	0.6986
11		
12		
13		
14		
15		
16		
17		

Recalculate Cumulative Volume

Add Sharp Crested Weir

View Length (ft) _____
 Height from datum to bottom of weir opening (ft) _____

Add V-Notch Weir

Weir angle (1/80 degrees) _____
 Height from datum to bottom of weir opening (ft) _____
 Number of V-Notch weirs _____

Remove Orifice Set 1

Orifice Diameter (ft)
 Invert elevation above datum (ft)
 Number of orifices in set

Add Orifice Set 2

Orifice Diameter (ft) _____
 Invert elevation above datum (ft) _____
 Number of orifices in set _____

Add Orifice Set 3

Orifice Diameter (ft) _____
 Invert elevation above datum (ft) _____
 Number of orifices in set _____

Add Stone Weeper

Width at bottom of weeper (ft) _____
 Weeper disc slope (H:TV) _____
 Upstream side slope (L:H:TV) _____
 Downstream side slope (L:H:TV) _____
 Horizontal flow path length at top of weeper (ft) _____
 Average rock diameter (ft) _____
 Distance from bottom to top of weeper (ft) _____
 Height from datum to bottom of weeper (ft) _____

Delete Pond

Control Practice #: 1 CP Index #: 1

Control Practice #2 – DS Biofilters #1:

Drainage System Control Practice

Device Properties

Top Area (sf) 7760

Bottom Area (sf) 3900

Total Depth (ft) 5.00

Typical Width (ft) (Cost est. only) 10.00

Native Soil Infiltration Rate (in/hr) 0.500

Engineered Media Infiltration Rate 1.000

Infil. Rate Fraction-Bottom (0.001-1) 0.010

Infil. Rate Fraction-Sides (0.001-1) 0.000

Rock Filled Depth (ft) 0.000

Rock Fill Porosity (0-1) 0.000

Engineered Media Type Media Data

Engineered Media Infiltration Rate 0.500

Engineered Media Depth (ft) 1.000

Engineered Media Porosity (0-1) 0.270

Inflow Hydrograph Peak to Average Flow Ratio 3.800

Number of Devices in Source Area or Upstream Drainage System 1

Sharp Crested Weir

Weir Length (ft)

Height from datum to top of weir opening (ft)

Remove **Broad Crested Weir-Reqd**

Weir crest length (ft) 20.00

Weir crest width (ft) 4.00

Height from datum to bottom of weir opening (ft) 4.00

Remove **Vertical Stand Pipe**

Pipe diameter (ft) 4.00

Height above datum (ft) 2.00

Add **Surface Discharge Pipe**

Pipe Diameter (ft)

Height above datum (ft)

Number of pipes at inlet also

Add **Drain Tile/Underdrain**

Pipe Diameter (ft)

Height above datum (ft)

Number of pipes at inlet also

Other Outlet

Stage Number

Stage (ft)

Other Outflow Rate (cfs)

1

2

3

4

5

Evaporation

Month	Evaporation (in/day)
Jan	0.00
Feb	0.00
Mar	0.00
Apr	0.11
May	0.15
Jun	0.16
Jul	0.16
Aug	0.13
Sep	0.11
Oct	0.08
Nov	0.04
Dec	0.00

Plant Types

Plant Type	1	2	3	4
Fraction of biofilter that is vegetated	1.00	0.00	0.00	0.00
Plant type	Turfgas			
Root depth (ft)	1.0	0.0	0.0	0.0
ET Crop Adjustment Factor	0.80	0.00	0.00	0.00

Remove

Soil porosity (saturation moisture content, 0-1) 0.270

Soil field moisture capacity (0-1) 0.220

Permanent wilting point (0-1) 0.030

Supplemental irrigation used?

Fraction of available capacity when irrigation starts (0-1) 0.000

Fraction of available capacity when irrigation stops (0-1) 0.000

Use Random Number Generation to Account for Infiltration Rate Uncertainty

Initial Water Surface Elevation (ft) 0.00

Est. Surface Drain Time = 29.1 hrs.

Select Native Soil Infiltration Rate

- Sand - 8 in/hr
- Clay loam - 0.1 in/hr
- Loamy sand - 2.5 in/hr
- Silty clay loam - 0.05 in/hr
- Sandy loam - 1.0 in/hr
- Silty clay - 0.05 in/hr
- Loam - 0.5 in/hr
- Silty clay - 0.04 in/hr
- Silt loam - 0.3 in/hr
- Clay - 0.02 in/hr
- Sandy silt loam - 0.2 in/hr
- Rain Barrel/Cistern - 0.00 in/hr

Copy Biofilter Data

Paste Biofilter Data

Biofilter Geometry Schematic

Refresh Schematic

Press 'F1' for Help

Delete

Cancel

Continue

Not needed - calculated by program

Control Practice # : 2 CP Index # : 2

Runoff Volume:

Land Uses			Junctions			Control Practices		
Runoff Volume (cf)			Part. Solids Yield (lbs)			Part. Solids Conc. (mg)		
Data File: V:\Projects\2018\118.0929.30\Design\StormwaterModels\WinSLAMM\Model_2018-10-09_Feiner-Infiltration.mdb								
Rain File: WisReg - Madison WI 1981.RAN								
Date: 10-10-18 Time: 4:49:23 PM								
Site Description:								
Runoff Volume Total (cf) at the Outfall								
Rain Number	Start Date	Rain Total (in)	Outfall Total (cf)	Rv	Total Losses (in.)	Calculated CN*	Event Peak Flow (cfs)	Pre-Dev Runoff Vol.
74	08/31/81	0.03	0	0.000	0.03	n/a	0.000	n/a
75	08/31/81	1.52	9950	0.110	1.35	74.6	0.340	7108
76	09/07/81	0.89	2874	0.054	0.84	79.6	0.216	188
77	09/11/81	0.08	0.001120	0.000	0.08	96.2	0.000	0
78	09/16/81	0.03	0	0.000	0.03	n/a	0.000	n/a
79	09/21/81	0.45	0	0.000	0.45	n/a	0.000	n/a
80	09/24/81	0.90	1341	0.025	0.88	76.2	0.070	223
81	09/26/81	0.12	0	0.000	0.12	n/a	0.000	n/a
82	09/28/81	0.10	0	0.000	0.10	n/a	0.000	n/a
83	09/29/81	0.16	0	0.000	0.16	n/a	0.000	n/a
84	09/30/81	0.36	0	0.000	0.36	n/a	0.000	n/a
85	10/01/81	0.01	8.713E-05	0.000	0.01	99.5	0.000	0
86	10/04/81	0.15	8.902E-04	0.000	0.15	93.0	0.000	0
87	10/05/81	0.04	0	0.000	0.04	n/a	0.000	n/a
88	10/05/81	0.02	0.001182	0.000	0.02	99.0	0.000	0
89	10/09/81	0.14	0.002572	0.000	0.14	93.5	0.000	0
90	10/13/81	1.20	7689	0.107	1.07	78.7	0.262	2471
91	10/15/81	0.02	1.592E-05	0.000	0.02	99.0	0.000	0
92	10/17/81	0.95	5818	0.102	0.85	82.1	0.227	436
93	10/18/81	0.06	0.9762	0.000	0.06	97.2	0.011	0
94	10/21/81	0.06	3.720E-05	0.000	0.06	97.1	0.000	0
95	10/21/81	0.01	3.040E-04	0.000	0.01	99.5	0.000	0
96	10/24/81	0.01	0	0.000	0.01	n/a	0.000	n/a
97	10/31/81	0.01	0	0.000	0.01	n/a	0.000	n/a
98	11/05/81	0.04	0	0.000	0.04	n/a	0.000	n/a
99	11/15/81	0.07	0.001524	0.000	0.07	96.6	0.000	0
100	11/18/81	0.05	2.913E-05	0.000	0.05	97.6	0.000	0
101	11/19/81	0.26	9.297E-04	0.000	0.26	88.5	0.000	0
102	11/23/81	0.18	5.878E-04	0.000	0.18	91.7	0.000	0
103	11/25/81	0.89	1223	0.023	0.87	76.2	0.089	188
104	11/30/81	0.37	0	0.000	0.37	n/a	0.000	n/a
105	12/03/81	-	-	-	-	-	-	-
106	12/14/81	-	-	-	-	-	-	-
107	12/20/81	-	-	-	-	-	-	-
108	12/26/81	-	-	-	-	-	-	-
109	12/31/81	-	-	-	-	-	-	-
Minimum:		0.00	0	0.000	0.01	74.4	0.000	0.0
Maximum:		2.59	40472	0.262	1.91	99.5	0.888	34419.0
Average:		0.26	1303	0.014	0.24	77.3	0.541	1583.5
Total:		28.81	142019		26.42			79174.00
* Note: NRCS does not recommend using CN method for rains < 0.5 in. See 'PreDevelopment Areas and CN' Help for more info.								

Output Summary:

Land Uses	Junctions	Control Practices											
File Name: N:\Projects\2018\118.0929.30\Design\StormwaterModels\WinSLAMM\NModel_2018-10-09_Feiner-Infiltration.mdb													
Outfall Output Summary													
	Runoff Volume (cu. ft.)	Percent Runoff Reduction	Runoff Coefficient (Rv)										
Total of All Land Uses without Controls	319361		0.17										
Outfall Total with Controls	142019	55.53 %	0.07										
Current File Output: Annualized Total After Outfall Controls	142409	Years in Model Run:	1.00										
			116.5										
Particulate Solids Conc. (mg/L)	76.07	Particulate Solids Yield (lbs)	1517										
	13.10	116.2	92.34 %										
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 20%;"> <p>Print Output Summary to Text File</p> <p>Print Output Summary to .csv File</p> </div> <div style="width: 20%;"> <p>Total Area Modeled (ac)</p> <p style="text-align: center;">16.460</p> </div> <div style="width: 40%;"> <p style="text-align: center;">Receiving Water Impacts Due To Stormwater Runoff (CWP Impervious Cover Model)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Calculated Rv</th> <th style="text-align: center;">Approximate Urban Stream Classification</th> </tr> </thead> <tbody> <tr> <td>Without Controls</td> <td style="text-align: center;">0.17</td> <td style="text-align: center;">Fair</td> </tr> <tr> <td>With Controls</td> <td style="text-align: center;">0.07</td> <td style="text-align: center;">Good</td> </tr> </tbody> </table> </div> </div>					Calculated Rv	Approximate Urban Stream Classification	Without Controls	0.17	Fair	With Controls	0.07	Good	
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<p>Perform Outfall Flow Duration Curve Calculations</p>													



Infiltration Calculations

Feiner
10/09/2018

Average Annual Rainfall = 28.81 inches

Notes:

- 1.) Infiltration calculations are based on runoff volume outputs from WinSLAMM v10.2.1
- 2.) [redacted] = Cells That Require Data Input.

Pre-Development Infiltration Calculations:

1.) Pre-development Project Site Area = 16.460 acres

16.46 acres * (43,560 sq. ft./1 acre) = 716,998 sq. ft.

2.) Pre-development runoff volume = 79,174 cu. ft.

3.) Pre-development runoff depth = (79,174 cu. ft. / 716,998 sq. ft.)

= 0.11 ft.

= 1.33 in.

4.) Pre-development stay-on depth = (28.81 in. - 1.33 in.)

= 27.48 in

Target Post-Development Stay-On Depth = 90% of Pre-Development Stay-On Depth

5.) Target Post-development stay-on = (27.48 in. * 0.9)

= 24.74 in.

Post-Development Infiltration Calculations:

1.) Post-development Project Site Area = 16.460 acres

16.46 acres * (43,560 sq. ft./1 acre) = 716,998 sq. ft.

2.) Post-development runoff volume = 142,019 cu. ft.

3.) Post-development runoff depth = (142,019 cu. ft. / 716,998 sq. ft.)

= 0.20 ft.

= 2.38 in.



Infiltration Calculations

Feiner
10/09/2018

Post-Development Infiltration Calculations (Continued):

4.) Post-development stay-on depth = (28.81 in. - 2.38 in.)

$$= \quad \mathbf{26.43 \text{ in}}$$

5.) Post-development stay-on percentage as compared to pre-development stay-on:

$$= (26.43 \text{ in.} / 27.48 \text{ in.})$$

$$= \quad \mathbf{96.2\%}$$

The post-development project site infiltrates approximately **96.2%** of the pre-development infiltration volume.

VILLAGE OF WINDSOR
PLAN COMMISSION MEETING

Minutes

November 8, 2018

1. CALL MEETING TO ORDER AND ROLL CALL.

Meeting convened by Chairperson Wipperfurth at 5:00 p.m. Commissioners present: Dave Gaustad, Jeff Heisig, Kay Hoffman, Tim Lange, and Bob Wipperfurth. Brad Mueller had an excused absence. Bill LeGore arrived at 5:05 p.m.

Others present: Director of Planning and Development Amy Anderson Schweppe, Village Deputy Administrator/Director of Economic Development Jamie Rybarczyk, and Village Attorney Bill Cole.

2. RECITATION OF THE PLEDGE OF ALLEGIANCE.

The flag pledge was led by Commissioner Gaustad.

3. ANNOUNCEMENTS.

None.

4. APPEARANCES BEFORE THE PLAN COMMISSION.

None.

5. MINUTES FROM OCTOBER 11, 2018.

5.a. Minutes.

A motion was made by Commissioner Heisig, seconded by Commissioner Lange, to approve the Minutes of October 11, 2018, as presented. Motion carried with a 5-0 vote.

6. PUBLIC HEARING.

Chairperson Wipperfurth read the following public hearing notices.

6.a. Teresa Kelso Requests A Certified Survey Map For A Lot Line Adjustment And Rezone From CR Countryside Residential District To A-2 (1) Agriculture Zoning District For Property Located At 4535 Smith Road, DeForest, WI.

Chairperson Wipperfurth opened the public hearing at 5:03 p.m.

Director of Planning and Zoning Anderson Schweppe provided a staff report. The petitioner is requesting approval of a certified survey map to adjust the property line between 4537 Smith Road and 4535 Smith Road to accommodate existing improvements on the subject properties. Each property is accessed from Smith Road by a recorded 33-foot ingress and egress easement. The proposed certified survey map will vacate a portion of an existing ingress and egress easement, create a portion of a new ingress and egress easement, and reconfigure the property line creating conforming structures and improvements.

Each lot is deemed legal non-conforming by village staff. The rezone is consistent with Windsor's Code of Ordinances and Windsor's Comprehensive Plan: 2035.

The Village Engineer and Surveying Department had no objections to the certified survey map. Fire and EMS had no objections.

Fees in lieu of parkland and fees for initial improvements of parkland will be waived as this is a property line adjustment. Petitioner is required to prepare a joint driveway and easement maintenance agreement and a joint well agreement.

Chairperson Wipperfurth closed the public hearing at 5:07 p.m.

- 6.b. Randy Ziegler Requests A Certified Survey Map For A Lot Line Adjustment And Rezone From CR Countryside Residential District To C-2 General Commercial Zoning District For Property Located At 7862 US Highway 51 And 4209 Manthe Road, DeForest, WI.

Chairperson Wipperfurth opened the public hearing at 5:10 p.m.

Director of Planning and Zoning Anderson Schweppe provided a staff report. Petitioner is requesting a two-lot certified map, rezone of the two lots, and a conditional use permit for a caretaker residence. Petitioner is proposing a lot-line adjustment. Lot 1 would be rezoned to CR, Countryside Residential District; and Lot 2 would be rezoned to C-2, General Commercial District. Lot 1 would include the existing single-family residence. Lot 2 would include the existing landscape, lawn and garden business, and a new caretaker residence for on-site management of the property. Overall the proposal is consistent with the requirements of Chapter 38. The caretaker residence is a permitted use for C-2. The engineer, surveyor, and Fire and EMS had no concerns. Construction of a new dwelling will require the payment of fees in lieu of parkland and fees for initial improvement of parkland.

Chairperson Wipperfurth closed the public hearing at 5:11 p.m.

- 6.c. Alan Buchner Requests A Certified Survey Map In Order To Combine Four Lots Into Two Lots At 3804 Vinburn Road, DeForest, WI.

Chairperson Wipperfurth opened the public hearing at 5:12 p.m.

Director of Planning and Zoning Anderson Schweppe provided a staff report. Petitioner is requesting a certified survey map to combine lots on the west Buchner property and transfer of development rights from the west property to the east Buchner property. The west property and east property are located on Vinburn Road. The petitioner intends to combine Lots 1 and 2 via certified survey map and deed restrict the new Lot 2 from further development. The petitioner intends to combine Lots 3 and 4 via certified survey map and deed restrict the new Lot 1 from further development. The petitioner intends to transfer the three eligible residential splits from the west property to the east property currently with one eligible residential split to achieve a total of four eligible residential splits for the development of single-family home sites. The proposal is consistent with Windsor's Code of Ordinances. The engineer, surveyor, and Fire and EMS had no concerns. Windsor will waive requirements for payment of fees in lieu of parkland and fees for initial improvement of parkland because the certified survey map does not create any new parcels or splits.

Attorney Mike Lawton advised that Alan Buchner was unable to attend the meeting. However, he had reviewed the report and agreed with it.

Chairperson Wipperfurth closed the public hearing at 5:16 p.m.

- 6.d. Scott Feiner Requests A Certified Survey Map In Order To Create Two Lots, A Rezone From A-4 Agriculture District To A-2 Agriculture District, And A Condominium Plat For Property Located In The NW 1/4 Of The NE 1/4 And Also Part Of The NE 1/4 Of Section 23, In The Village Of Windsor.

Chairperson Wipperfurth opened the public hearing at 5:17 p.m.

Director of Planning and Zoning Anderson Schweppe provided a staff report. Petitioner is requesting a certified survey map, condominium plat, rezone, and receiving of development rights on the east property. The east property is 16.65 acres in size with one eligible residential split. Petitioner intends to develop four residential splits as single-family home sites. In order to achieve this intent, a transfer/receiving of three residential splits from the west property to the east property must occur. Petitioner would like to subdivide the 16.65 acres into two lots by certified survey map. Lot 1 would be 2.0 acres in size. Lot 2 would be 14.0 acres in size, and 0.65 would be dedicated for right-of-way. The 16.65 acres would be rezoned from A1-EX, Exclusive Agriculture District, to A-2(2), Agriculture District. Lot 2 would be subdivided into three condominium plat units, with each unit approximately three acres or greater in size. Each of the four single-family home sites would be accessed by a private drive from Vinburn Road. The single-family home sites would also share a regional stormwater management facility. A stormwater management plan approved by Dane County will be required. Petitioner will be required to submit payment in lieu of parkland and fee for initial improvement of parkland per new residential dwelling.

A question was raised regarding the safety of the access point. The response was Village Engineer Richardson had worked with Schneider and the access point is okay. It meets the vision clearances.

Chairperson Wipperfurth added that this was the concept that was discussed a couple of months ago.

There will be prohibition of additional access points on Vinburn Road.

Chairperson Wipperfurth closed the public hearing at 5:23 p.m.

7. OLD BUSINESS.

8. NEW BUSINESS.

8.a. Plan Commission Resolution 2018-22 Teresa Kelso Requests A Certified Survey Map For A Lot Line Adjustment And Rezone From CR Countryside Residential District To A-2 (1) Agriculture Zoning District For Property Located At 4535 Smith Road, DeForest, WI.

A motion was made by Commissioner Gaustad, seconded by Commissioner Heisig, to approve Resolution 2018-22, Recommending Approval Of A Certified Survey Map And Rezone For 4535 & 4537 Smith Road In the Village of Windsor, Dane County. Motion carried with a 6-0 vote.

8.b. Plan Commission Resolution 2018-23 Randy Ziegler Requests A Certified Survey Map For A Lot Line Adjustment And Rezone From CR Countryside Residential District To C-2 General Commercial Zoning District For Property Located At 7862 US Highway 51 And 4209 Manthe Road, DeForest, WI.

A motion was made by Commissioner LeGore, seconded by Commissioner Hoffman, to approve Resolution 2018-23, Recommending Conditional Approval Of A Certified Survey Map, Rezone To C-2 Commercial District And A Conditional Use Permit For Caretaker Residence At 7862 US Highway 51, In The Village Of Windsor. Motion carried with a 6-0 vote.

8.c. Plan Commission Resolution 2018-24 Alan Buchner Requests A Certified Survey Map In Order To Combine Four Lots Into Two Lots At 3804 Vinburn Road, DeForest, WI.

A motion was made by Commissioner Lange, seconded by Commissioner Gaustad, to approve Resolution 2018-24, Recommending Transfer Of Development Rights For Property Located At 3804 Vinburn Road, DeForest, WI In The Village Of Windsor, Dane County. Motion carried with a 6-0 vote.

- 8.d. Plan Commission Resolution 2018-25 Scott Feiner Requests A Certified Survey Map In Order To Create Two Lots, A Rezone From A-4 Agriculture District To A-2 Agriculture District, And A Condominium Plat For Property Located In The NW 1/4 Of The NE 1/4 And Also Part Of The NW 1/4 Of The NW 1/4 Of Section 23, In The Village Of Windsor.

A motion was made by Commissioner Heisig, seconded by Commissioner Gaustad, to approve Resolution 2018-25, Recommending Approval Of A Certified Survey Map, Rezone, Condominium Plat And Transfer Of Development Rights For Property Located At 3553 Vinburn Road, In The Village Of Windsor, Dane County. Motion carried with a 6-0 vote.

- 8.e. Plan Commission Resolution 2018-26 Zoning Map Update.

Director of Planning and Zoning Anderson Schweppe advised that Windsor is updating its zoning map. There are three changes that are related to mapping errors. The remaining were because of rezone action by the Village Board in the past year.

A motion was made by Commissioner LeGore, seconded by Commissioner Lange, the approve Resolution 2018-26, Recommending Approval Of A Revised Official Zoning Map In The Village Of Windsor, Dane County. Motion carried with a 6-0 vote.

9. ADJOURNMENT.

At 5:26 p.m. a motion was made by Commissioner Gaustad, seconded by Commissioner Lange, to adjourn the Plan Commission meeting. Motion carried with a 6-0 vote.

Respectfully submitted,

Ellen G. Teed

Ellen G. Teed
Recording Secretary