

AGENDA FOR THE PLAN COMMISSION

Members noticed must notify the person who prepared agenda (see below) at least 24 hours before the meeting as to whether they will not be able to attend this meeting.

Date and Time: Tuesday, May 21, 2019, **5:15 PM**

Location: Council Chambers, Municipal Building, 101 South Blvd., Baraboo, Wisconsin

Plan Comm Notices: Mayor Palm, P. Wedekind, D. Thurow, R. Franzen, P. Liston, J. O'Neill, T. Kolb, D. Marshall

Others Noticed: T. Pinion, E. Geick, E. Truman, Scott Hewitt, Dan Goff, Duane Zawistowski, Brian Zawistowski, Library, and Media.

PETITIONERS OR REPRESENTATIVES MUST BE PRESENT OR SUBJECT WILL NOT BE HEARD BY THE COMMISSION!

1. Call to Order

- a. Note compliance with the Open Meeting Law.
- b. Roll Call
- c. Approve agenda.
- d. Approve April 16, 2019 meeting minutes.

2. Public Invited to Speak (Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized by the presiding officer.)

3. New Business

- a. Review Condominium Plat for a 7-unit single-family residential development on a 2.46-acre parcel on the north side of Inverness Trail for Vintage Investments, LLC.
- b. Review signage for DEZ Arms
- c. Consideration of an amendment to the Zoning Code to add Pet Stores to allowable permitted uses in the B-1 Downtown Business, B-2 Neighborhood Business, B-3 Highway-Oriented Business, and I-4 Planned Industrial/Business districts and creation of a corresponding Licensing Provision to Chapter 12 of the General Code of Ordinances.

4. Adjournment

Phil Wedekind, Mayor Designee
Agenda prepared by Kris Jackson, 355-2730, Ext. 7309
Agenda Posted by Donna Munz on May 17, 2019

PLEASE TAKE NOTICE, that any person who has a qualifying as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk, 101 south Blvd., or phone 355-2700, during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

It is possible that members of, and possibly a quorum of members of, other governmental bodies of the City of Baraboo who are not members of the above Council, committee, commission or board may be in attendance at the above stated meeting to gather information. However, no formal action will be taken by any governmental body at the above stated meeting, **other than the Council, committee, commission, or board identified in the caption of this notice.**

FOR INFORMATION ONLY, NOT A NOTICE TO PUBLISH.

Minutes of Plan Commission Meeting April 16, 2019

Call to Order – Phil Wedekind called the meeting of the Commission to order at 5:15 PM.

Roll Call – Present were Phil Wedekind, Dennis Thurow, Roy Franzen, Pat Liston, Jim O’Neill, Tom Kolb, and Kate Fitzwilliams.

Also in attendance were Administrator Geick, Tom Pinion, Alison & Mike Taber

Call to Order

- a. **Note compliance with the Open Meeting Law.** Wedekind noted compliance with the Open Meeting Law.
- b. **Agenda Approval:** It was moved by O’Neill, seconded by Franzen to approve the agenda as posted. Motion carried unanimously.
- c. **Minutes Approval:** It was moved by Liston, seconded by Kolb to approve the minutes of the February 19, 2019 meeting. Motion carried unanimously.

Public Invited to Speak (*Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized by the presiding officer.*) –There were no speakers.

New Business

- a. **Review and approve signage plan for the proposed retail firearms store at 1223 South Blvd.** – Pinion said he received any email today stating that something came up and the Zawistowskis’ were unable to attend the meeting. It was moved by Kolb, seconded by Liston to postpone this request until the May Plan Commission meeting. On roll call vote for the motion – Ayes – Thurow, Franzen, Liston, O’Neill, Kolb, Fitzwilliams, and Wedekind. Nay – 0, motion carried 7-0.
- b. **Request by Alison Taber, d/b/a/ Tuttle Heights LLC, to review a conceptual development plan in accordance with Step 2 of the PUD Process to subdivide the existing property (1425/1427 Tuttle Street & 522/624 13th Street) and change the underlying zoning to R-3 One to Four Family Multi-Family Residential** – Pinion presented the background for this request. He said that the owners purchased the Heritage Heights property which is located on NE corner of Albert and Tuttle, it consists of two buildings, one that faces Tuttle Street, and the other that has a driveway on 13th Street. These two buildings were built in 1973; building permits were issued within a couple months of each other and were built on a single tax parcel. Mr. and Mrs. Taber purchased the property in 2016 and are looking to sell them individually. The Tabers would like to create a property line between the two buildings. Pinion said that mysteriously the property is zoned R-1A, and he thought it was zoned R-2, and when the major rezoning was done in 2004, it fell into R-1A. He said that technically with the single-family zoning, the property would be a legal nonconforming use because it is more than a single-family home. He said there are three units in the Tuttle Street building, and four units in the 13th Street building. He said the appropriate zoning category would be R-3, which could be done. He irrespective of the zoning classification, if the land is divided, the buildings cannot comply with the side yard and rear yard setbacks, which is what creates the need for a PUD to allow the reduced setbacks. Pinion said that the property owners would also need a CSM to separate the properties. Liston expressed concern regarding the number of PUDs coming before the Commission, which seems to create spot zoning. Alison and Mike Taber introduced themselves to the Commission. It was the consensus of the Commission to move forward with the PUD process as requested.

Adjournment - It was moved by Liston, seconded by Kolb to adjourn at 5:31 p.m. The motion carried unanimously.

Phil Wedekind, Mayor Designee

PLAN COMMISSION ITEM SUMMARY
May 21, 2019

SUBJECT: REVIEW CONDOMINIUM PLAT FOR A 7-UNIT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT ON A 2.46-ACRE PARCEL ON THE NORTH SIDE OF INVERNESS TRAIL FOR VINTAGE INVESTMENTS, LLC.

SUMMARY OF ITEM A: The Commission reviewed a Conceptual Plan for this project at the October 2018 meeting. At that time, it was explained that should this project proceed, the owners will prepare a formal Submittal in accordance with the Chapter 18 - Subdivision & Platting for careful review by the Commission at a future meeting. That time is now.

The City regulates Condominium Plats the same as Subdivision Plats. The proposed project area was formerly an expansion area of the Greens Condominium, albeit with a lower density than originally planned. The Condominium Declaration for that development included a deadline for future expansion, which has since lapsed. Accordingly, the developer intends to create a new Condominium for this project. Included in the packet is a location map of the subject property, the Condominium Plat and the corresponding legal documentation. All rights for access to the property were reportedly conveyed to all affected properties, including the subject property, in perpetuity.

COMPLIANCE/NONCOMPLIANCE:

Pursuant to Chapter 18 – *Subdivision and Platting*, I have found the Final Plat to be complete and have reviewed it for compliance with the ordinance.

ACTION: Approve/Conditionally Approve / Deny the Condominium Plat of Vintage Investments, LLC and forward to Common Council for their consideration.

SUBJECT: REVIEW AND APPROVE SIGNAGE PLAN FOR THE PROPOSED RETAIL FIREARMS STORE AT 1223 SOUTH BLVD.

SUMMARY OF ITEM B: The Plan Commission reviewed and approved the site plan for this development at the February 19th meeting with a condition that the signage plan be provided at a future date. I have included the proposed signage plan in the packet for your consideration. The proposed signage conforms to the City's Sign Code.

COMPLIANCE/NONCOMPLIANCE:

Pursuant to Section 17.47 – *Site Plan Review and Approval*, I have found the application to be complete and reviewed it for compliance with the ordinance.

ACTION: Approve / Conditionally Approve / Deny Signage Plan

SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE ZONING CODE TO ADD PET STORES TO ALLOWABLE PERMITTED USES IN THE B-1 DOWNTOWN BUSINESS, B-2 NEIGHBORHOOD BUSINESS, B-3 HIGHWAY-ORIENTED BUSINESS, AND I-4 PLANNED INDUSTRIAL/BUSINESS DISTRICTS AND CREATION OF A CORRESPONDING LICENSING PROVISION TO CHAPTER 12 OF THE GENERAL CODE OF ORDINANCES.

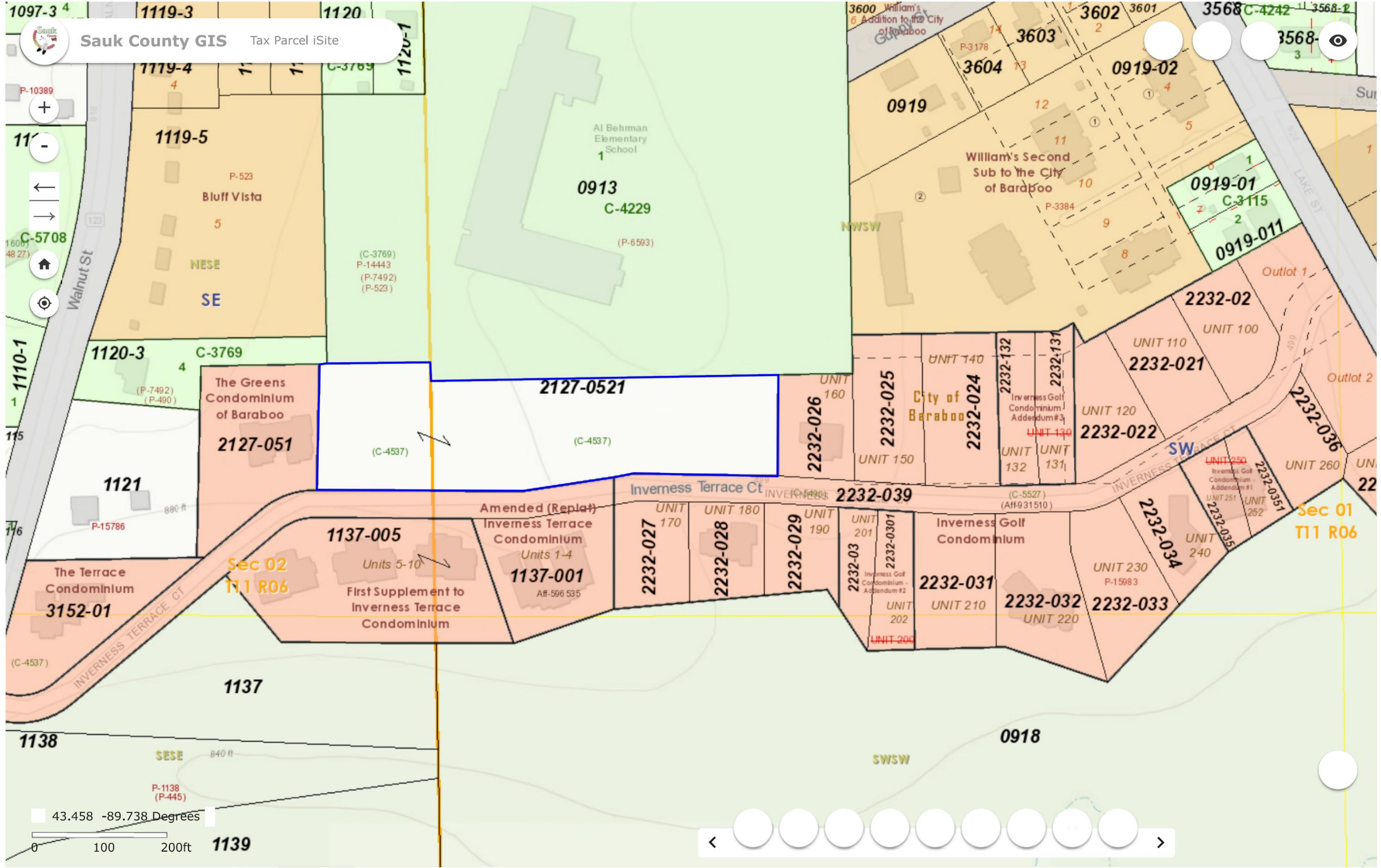
SUMMARY OF ITEM C: This item is included on the Agenda pursuant to the discussion at the February 19th meeting pertaining to retail sales. Following is an excerpt from those meeting minutes.

“...but there was some concern expressed by some pertaining, specifically to the sale of wild animals. He said that if the Commission would like to make that an exclusion the definition of retail sales will have to be revised to reflect that exclusion, and then decide which districts, if any, retail sales and services as an allowable use. Franzen feels that Council should be asked as to define the terminology that should be used to define the non-sale of certain animals. Truman said that at one-time in the code it looks like there may have been a definition where some limitations on pet stores. She said

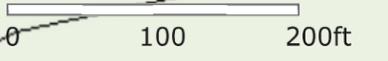
that there is some language about a pet store license, but then do not find it anywhere else in the code. She said that as of right now there is nothing prohibiting the sale of any animal, including dogs, cats. She said that it is her understanding that there may be a retail pet store in the City that does sell puppies. She said that if that is something that the Commission would like the staff to look into more, and maybe examine other communities' codes to see how they define or regulation pet stores, it could be done. It was the consensus of the Commission that this should be explored further and a clear definition is needed. Truman said that she would look at other communities' codes to see if there is a licensing procedure and restrictions. She said she could provide a summary or talk to staff to see if they can come up with a draft ordinance, based on other communities' codes."

The City Attorney, Police Chief and I have met to review this matter during the interim and the City Attorney has provided the information included in the Agenda Packet. She plans to attend the meeting to address any questions or concerns.

ACTION: Forward to Common Council for a Public Hearing to amend the Zoning Code with a recommendation to Approve/Conditionally Approve/or Deny the proposed amendment and create a corresponding licensing provision.



43.458 -89.738 Degrees



1139



Vintage Condominiums

BEING A PART OF LOT 1, C.S.M. NO. 4537, AS RECORDED IN VOLUME 24, C.S.M.'S, PG 4537, 4537A & 4537B AS DOCUMENT NO. 761553, LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 2 AND THE NW1/4 OF THE SW1/4 OF SECTION 1, T.11 N., R.6 E., CITY OF BARABOO, SAUK COUNTY, WISCONSIN. CONTAINING: 108,226 SQ.FT. - 2.48 ACRES

C1	C2
DELTA = 17°11'36"	DELTA = 82°28'51"
ARC = 18.00	ARC = 25.91
RAD = 60.00	RAD = 18.00
BEARING = N89°00'12"E	BEARING = S41°09'46"E
DIST = 17.94	DIST = 23.73



SCALE: 1" = 50'

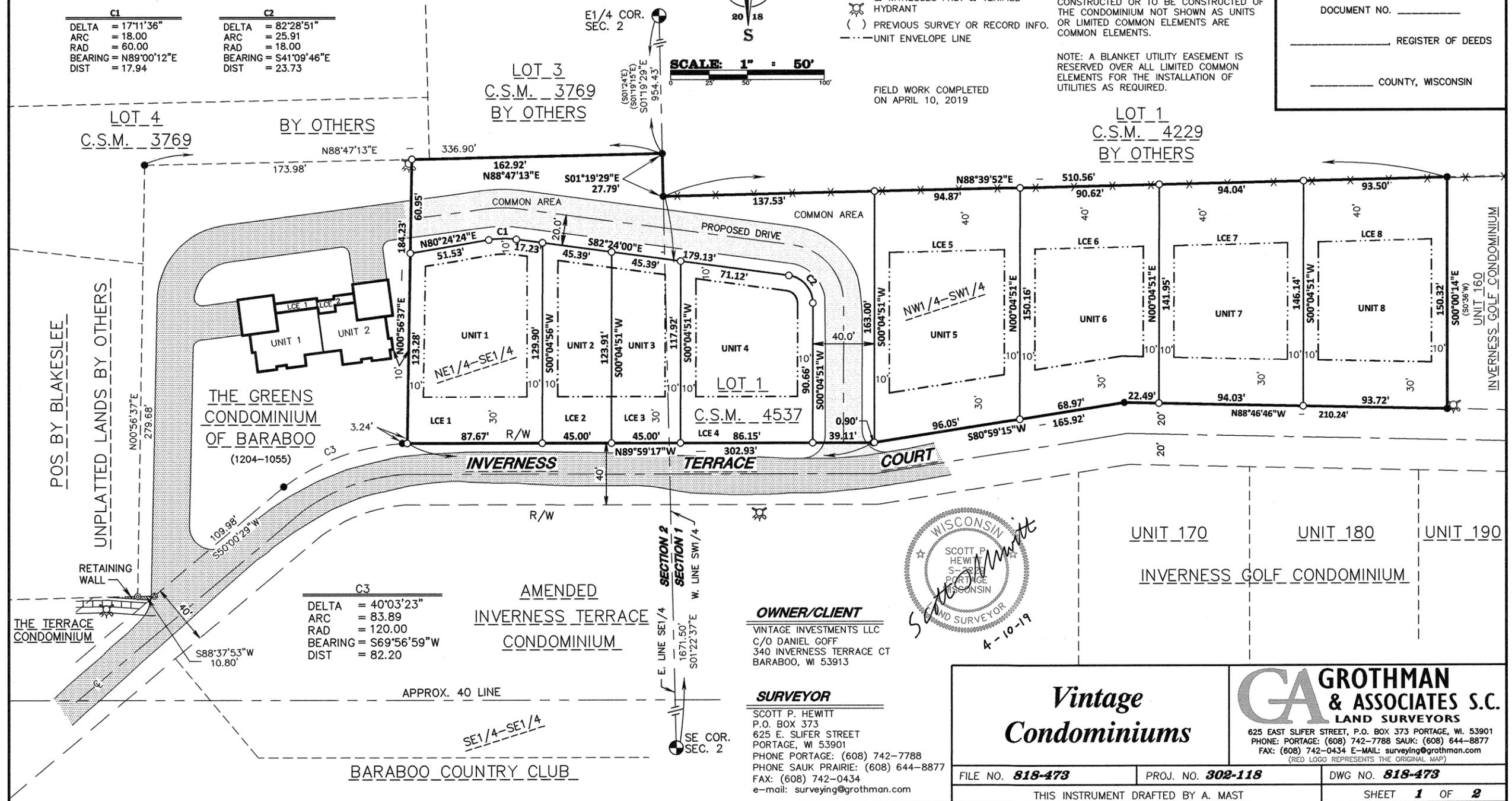
- LEGEND**
- 3/4" X 24" IRON ROD SET (WT. = 1.5 LBS/L.F.)
 - 3/4" IRON ROD FND.
 - ⊙ 1 1/4" IRON PIPE FND.
 - ⊗ 1 1/4" IRON ROD FND.
 - ⊕ STANDARD HARRISON MON. FND. & WITNESSES FND. & VERIFIED HYDRANT
 - () PREVIOUS SURVEY OR RECORD INFO.
 - UNIT ENVELOPE LINE

BASIS OF BEARINGS: IS THE EAST LINE OF THE SE1/4 OF SECTION 2 WHICH IS RECORDED TO BEAR S01°19'29"E AND S01°22'37"E PER C.S.M. NO. 4537.

"L.C.E." ARE LIMITED COMMON ELEMENT AREAS FOR EACH UNIT AND ARE IDENTIFIED BY THE NUMBER OF THE UNIT TO WHOM USE THEY ARE LIMITED, ALL PORTIONS CONSTRUCTED OR TO BE CONSTRUCTED OF THE CONDOMINIUM NOT SHOWN AS UNITS OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.

NOTE: A BLANKET UTILITY EASEMENT IS RESERVED OVER ALL LIMITED COMMON ELEMENTS FOR THE INSTALLATION OF UTILITIES AS REQUIRED.

RECEIVED FOR RECORDING THIS _____ DAY OF _____, 2019 AT _____ O'CLOCK ____M. AND RECORDED IN VOLUME _____ OF CONDOMINIUM PLATS ON PAGE(S) _____ AS DOCUMENT NO. _____, REGISTER OF DEEDS _____ COUNTY, WISCONSIN



C3
DELTA = 40°03'23"
ARC = 83.89
RAD = 120.00
BEARING = S69°56'59"W
DIST = 82.20

OWNER/CLIENT
 VINTAGE INVESTMENTS LLC
 C/O DANIEL GOFF
 340 INVERNESS TERRACE CT
 BARABOO, WI 53913

SURVEYOR
 SCOTT P. HEWITT
 P.O. BOX 373
 625 E. SLIFER STREET
 PORTAGE, WI 53901
 PHONE PORTAGE: (608) 742-7788
 PHONE SAUK PRAIRIE: (608) 644-8877
 FAX: (608) 742-0434
 e-mail: surveying@grothman.com



Vintage Condominiums		GROTHMAN & ASSOCIATES S.C. LAND SURVEYORS 625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901 PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 644-8877 FAX: (608) 742-0434 E-MAIL: surveying@grothman.com <small>(RED LOGO REPRESENTS THE ORIGINAL MAP)</small>
FILE NO. 818-473	PROJ. NO. 302-118	
THIS INSTRUMENT DRAFTED BY A. MAST		DWG NO. 818-473 SHEET 1 OF 2

Vintage Condominiums

BEING A PART OF LOT 1, C.S.M. NO. 4537, AS RECORDED IN VOLUME 24, C.S.M.'S, PG 4537, 4537A & 4537B AS DOCUMENT NO. 761553, LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 2 AND THE NW1/4 OF THE SW1/4 OF SECTION 1, T.11 N., R.6 E., CITY OF BARABOO, SAUK COUNTY, WISCONSIN. CONTAINING: 108,226 SQ.FT. - 2.48 ACRES

SURVEYOR'S CERTIFICATE

I, **SCOTT P. HEWITT**, Professional Land Surveyor, No. 2229 of the State of Wisconsin do hereby certify that the plat hereon is a correct representation of the property described and further certify that the identification and location of each Unit and Common Elements can be determined from the plat, condominium plans, and condominium documents.

I DO FURTHER CERTIFY that the survey made of this property is described in the Condominium Declaration and is in compliance with AE 7.01 of the Wisconsin Administration Code.

Scott P. Hewitt

SCOTT P. HEWITT
Professional Land Surveyor, No. 2229
Dated: April 10, 2019
File No. 818-473



Commencing at the East Quarter of said Section 2;
thence South 01°19'29" East along the East line of the Southeast Quarter of said Section 2, 954.43 feet to a point in the North line of Lot 1, Certified Survey Map, No. 4537 and the point of beginning;
thence continuing South 01°19'29" East along the East line of the Southeast Quarter of said Section 2, 27.79 feet to the Southwest corner of Lot 1, Certified Survey Map, No. 4229;
thence North 88°39'52" East along the North line of said Lot 1, Certified Survey Map, No. 4537, 510.56 feet, to the Northwest corner of Unit 160, Inverness Golf Condominium;
thence South 00°00'14" East along the West line of said Unit 160, 150.32 feet to a point in the North right-of-way line of Inverness Terrace Court and the Southwest corner of said Unit 160;
thence North 88°46'46" West along the North right-of-way line of Inverness Terrace Court, 210.24 feet;
thence South 80°59'15" West along the North right-of-way line of Inverness Terrace Court, 165.92 feet;
thence North 89°59'17" West along the North right-of-way line of Inverness Terrace Court, 302.93 feet;
thence North 00°56'37" East along the East line of The Greens Condominium of Baraboo, 184.23 feet to a point in the North line of said Lot 1, Certified Survey Map, No. 4537;
thence North 88°47'13" East along the North line of said Lot 1, 162.92 feet to the point of beginning.
Containing 108,226 square feet, (2.48 acres), more or less. And being subject to servitudes and easements of use or record, if any.

COMMON COUNCIL RESOLUTION

Resolved, that **Vintage Condominiums** in the City of Baraboo, Sauk County, Wisconsin, is hereby approved by the Common Council.

Mike Palm, Mayor

Date

I HEREBY CERTIFY that the foregoing is a copy of a Resolution adopted by the Common Council of the City of Baraboo, Wisconsin, this _____ day of _____, 20____.

Brenda Zeman, Clerk

CERTIFICATE of CITY TREASURER

STATE of WISCONSIN)
SS)
COUNTY OF SAUK)

I, **Lori Laux**, being duly elected, qualified and acting Treasurer of the City of Baraboo, do hereby certify that in accordance with my records in my office there are no unpaid taxes or special assessments as of _____, 20____ affecting the lands included in the plat of **Vintage Condominium**.

Lori Laux, Treasurer

Date

CERTIFICATE of COUNTY TREASURER

STATE of WISCONSIN)
SS)
COUNTY OF SAUK)

I, **Elizabeth Geoghegan** being duly elected, qualified and acting Treasurer of the County of Sauk, do hereby certify that the records in my tax office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____, 20____ affecting the lands included in the plat of **Vintage Condominium**.

Elizabeth Geoghegan, County Treasurer

Date

CERTIFICATE of COUNTY REGISTER of DEEDS

Received for record this _____ day of _____, 20____, at _____ o'clock, ____ M. and recorded in Volume _____ of Plats on Page _____ as Document Number _____.

Brent Bailey, Register of Deeds

AREA TABLE

UNIT 1	6,308 SQ.FT.	0.15 ACRES
UNIT 2	3,191 SQ.FT.	0.07 ACRES
UNIT 3	3,027 SQ.FT.	0.07 ACRES
UNIT 4	5,090 SQ.FT.	0.12 ACRES
UNIT 5	6,080 SQ.FT.	0.14 ACRES
UNIT 6	4,867 SQ.FT.	0.11 ACRES
UNIT 7	5,108 SQ.FT.	0.12 ACRES
UNIT 8	5,390 SQ.FT.	0.12 ACRES
COMMON	20,894 SQ.FT.	0.48 ACRES
LCE 1	4,900 SQ.FT.	0.11 ACRES
LCE 2	2,520 SQ.FT.	0.06 ACRES
LCE 3	2,414 SQ.FT.	0.05 ACRES
LCE 4	4,524 SQ.FT.	0.10 ACRES
LCE 5	8,770 SQ.FT.	0.20 ACRES
LCE 6	8,226 SQ.FT.	0.19 ACRES
LCE 7	8,433 SQ.FT.	0.19 ACRES
LCE 8	8,484 SQ.FT.	0.20 ACRES

OWNER/CLIENT

VINTAGE INVESTMENTS LLC
C/O DANIEL GOFF
340 INVERNESS TERRACE CT
BARABOO, WI 53913

SURVEYOR

SCOTT P. HEWITT
P.O. BOX 373
625 E. SLIFER STREET
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PHONE PORTAGE: (608) 742-7788
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FAX: (608) 742-0434
e-mail: surveying@grothman.com

Vintage
Condominiums

GA GROTHMAN & ASSOCIATES S.C.
LAND SURVEYORS
625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901
PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 644-8877
FAX: (608) 742-0434 E-MAIL: surveying@grothman.com
(RED LOGO REPRESENTS THE ORIGINAL MAP)

FILE NO. **818-473**

PROJ. NO. **302-118**

DWG NO. **818-473**

THIS INSTRUMENT DRAFTED BY A. MAST

SHEET **2** OF **2**

RECEIVED FOR RECORDING THIS _____
DAY OF _____, 2019 AT
_____ O'CLOCK ____M. AND RECORDED IN
VOLUME _____ OF CONDOMINIUM
PLATS ON PAGE(S) _____ AS
DOCUMENT NO. _____
_____, REGISTER OF DEEDS
_____, COUNTY, WISCONSIN

**DECLARATION
OF
CONDOMINIUM**

Document Number

Document Title

THIS DECLARATION OF CONDOMINIUM (this “Declaration”), is made this ____ day of May, 2019, by Vintage Investments, LLC, a Wisconsin limited liability company (the “Declarant”)

**Section 1.
Declaration**

Declarant hereby declares that it is the sole owner of a certain tract of land in the City of Baraboo, Sauk County, Wisconsin, together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the “Property”), described as follows:

Being a part of Lot 1, Certified Survey Map No. 4537 as recorded in Volume 24 of Certified Survey Maps, Pages 4537, 4537A and 4537B as Document No. 761553 located in the Northeast Quarter of the Southeast Quarter of Section 2 and the Northwest Quarter of the Southwest Quarter of Section 1, Town 11 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin, described as follows:

**Commencing at the East Quarter of said Section 2;
thence South 01°19’29” East along the East line of the Southeast Quarter of said Section 2, 954.43 feet to a point in the North line of Lot 1, Certified Survey Map, No. 4537 and the point of beginning;
thence continuing South 01°19’29” East along the East line of the Southeast Quarter of said Section 2, 27.79 feet to the Southwest corner of Lot 1, Certified Survey Map, No. 4229;
thence North 88°39’52” East along the North line of said Lot 1, Certified Survey Map, No. 4537, 510.56 feet, to the Northwest corner of Unit 160, Inverness Golf Condominium;
thence South 00°00’14” East along the West line of said Unit 160, 150.32 feet to a point in the North right-of-way line of Inverness Terrace Court and the Southwest corner of said Unit 160;**

Recording Data

Name and Return Address:
Attorney James P. Heyn
Pemberton & Englund Law Offices, LLC
214 1st Street
Baraboo, WI 53913

Parcel Identification Numbers (PIN)

206 2127-05210

thence North 88°46'46" West along the North right-of-way line of Inverness Terrace Court 210.24 feet;
thence South 80°59'15" West along the North right-of-way line of Inverness Terrace Court, 165.92 feet;
thence North 89°59'17" West along the North right-of-way line of Inverness Terrace Court, 302.93 feet;
thence North 00°56'37" East along the East line of The Greens Condominium of Baraboo, 184.23 feet to appoint in the North line of said Lot 1, Certified Survey Map, No. 4537;
thence North 88°47'13" East along the North line of said Lot 1, 162.982 feet to the point of beginning.
Containing 108,226 square feet, (2.48 acres), more or less. And being subject to servitudes and easements of use or record, if any.

The Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Act") and this Declaration. The Property is also described on the Condominium Plat which is attached hereto and made a part hereof.

This Declaration shall run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

Section 2. Name and Address

2.1. Name. The name of the condominium created by this Declaration is Vintage Condominiums (the "Condominium").

2.2. Address. The address of the Condominium is 340 Inverness Terrace, Baraboo, WI 53913.

Section 3. Definition and Description of the Units

3.1. Number. Eight (8) residential condominium units are hereby declared in the Vintage Condominiums.

3.2. Definition. A unit is a cubicle of air whose vertical boundaries shall be as set forth for such unit on the Condominium Plat, whose lower boundary is an imaginary horizontal plane located parallel to and 50 feet below the surface of the ground, extended to the vertical boundaries, and whose upper boundary is an imaginary horizontal plane located parallel to and 75 feet above the surface of the ground, extended to the vertical boundaries, intended for the private, individual, use of its owner and its owner for the construction and maintenance of a single family residence (hereinafter "Unit").

3.3. Identification. The Units are as designated by numbers as shown in the Condominium Plat (i.e., Unit 1 to Unit 8).

Section 4. Common Elements and Limited Common Elements

4.1. Definition. Any “Unit Owner” shall mean a person, combination of persons, partnership, trust or corporation, who holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, “Unit Owner” shall mean the land contract purchaser.

4.2. Description of Common Elements. The common elements (the “Common Elements”) consist of all of The Vintage Condominiums real property, real property interests, improvements and appurtenances as described in this Declaration, except the individual Units as described in Section 3.2, and shall include, without limitation, the land on which the Units are located and the following items as described on the Condominium Plat:

4.2.1. the private roadway and sidewalk, if any, extending from Inverness Terrace Court to that portion of a private roadway that is part of the Greens Condominium, and as further depicted on the Condominium Plat;

4.2.2. all walkways, utility services, utility lines and conduits, and those improvements, structures, and facilities constructed on the Common Elements and additions thereto in the future made by the Unit Owners (hereinafter described), or the Association of Unit Owners (hereinafter described).

4.3. Ownership of Common Element and Limited Common Elements. Each Unit Owner shall own a fee simple interest in his or her Unit. Each Unit Owner shall be entitled to, and own, an undivided interest in the Common Elements and Limited Common Elements as tenants-in-common with all other Unit Owners of the Property, and, except as otherwise limited in this Declaration, shall have the rights to use the Common Elements for all purposes incident to the use and occupancy of such uses permitted by this Declaration, which right shall be appurtenant to and run with the Owner’s Unit.

4.4. Percentages. The undivided percentage interest in the Common Elements and Limited Common Elements appurtenant to each Unit shall be a percentage equal to one hundred divided by the total number of Units, to wit: each Unit’s percentage shall be 12.5%.

4.5. Description of Limited Common Elements. Limited Common Elements are those Common Elements reserved for the exclusive use and enjoyment of, or service to, one or more, but not all owners of Units. Limited Common Elements reserved for the exclusive use of the Unit Owner or occupant of the unit to which they are appurtenant, to the exclusion of all other Unit Owners, include the following:

4.5.1 patios, decks, sidewalks, and entryways, attached to, leading directly to or from, or adjacent to each Unit, and which are appurtenant to each Unit;

4.5.2 fixtures designed to serve a single Unit located contiguous to the Unit's boundaries, are Limited Common Elements appertaining to that Unit; and

4.5.3 driveways immediately adjacent to garage doors are Limited Common Elements appurtenant to the Unit in which the garage is located.

4.6. Use of Limited Common Elements. The use of the Limited Common Elements shall be subject to the Associations Bylaws and any Rules and Regulations established by the Declarant, the Association, or Architectural Review Committee. All Limited Common Elements appurtenant to a particular Unit shall be for the exclusive use of the owner or owners of such Unit.

4.7. Entry by the Association. The Association or its agents may enter upon the Limited Common Elements for the purposes of street maintenance and repair, and constructing, maintaining, or repairing streetlights, and for the purposes of providing the maintenance of the Limited Common Elements as provided in Section 9.

Section 5.

Approvals by Declarant or Architectural Review Committee

5.1. Submission of Plans. After three (3) years from the date of the sale of the first Unit or thirty (30) days after the conveyance of seventy-five (75%) of the Common Elements to purchasers, whichever occurs first, the plans, specifications, site plans, and other matters to be submitted to the Declarant under this section, Section 6 and Section 7 must be submitted to the Architectural Review Committee.

5.2. Architectural Review Committee. The Architectural Review Committee shall consist of three persons, elected by the owners of a majority of the Units within the Property. The Architectural Review Committee shall act by majority vote. The election of the Architectural Review Committee shall be held annually on the first Monday in October at 8:00 o'clock p.m. at a site selected by the Declarant or the Architectural Review Committee. In the event of the failure of the owners of a majority of the Units within the Property to elect a committee in any year, the most recently elected members shall continue to serve until successors are duly elected.

5.3. Building Plans. The plans and specifications for all buildings and structures proposed to be erected or placed within any Unit Envelope or Limited Common Elements must be submitted to the Declarant, or the Architectural Review Committee, whichever is then applicable, for written approval as to the quality and durability of workmanship and materials, harmony of exterior design, including exterior colors, size, location with respect to topography, landscaping details, finish

grade elevation, and compliance with the City of Baraboo Zoning Code, as amended, specifically including but not limited to, §17.51(6)(a), (b), and (f), prior to commencement of construction.

5.4. Approval of Builder. The prime contractor or builder to be hired for construction of each building and structure proposed to be erected or placed within any Unit or Limited Common element shall be approved in writing by the Declarant or Architectural Review Committee, whoever is then applicable, prior to the commencement of construction. The approval of the Declarant or the Architectural Review Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a condominium of single-family residences.

5.5. Assignment of Approval Rights. The Declarant, for a period of three (3) years from the date of the sale of the first unit or thirty (30) days after the conveyance of seventy-five (75%) of the Units to purchasers, whichever occurs first, may elect to assign all of the Declarant's rights to approve all of the items set forth in this section to the Architectural Review Committee.

5.6 Approval by Nonaction. In the event the Declarant or Architectural Review Committee, whoever is then applicable, does not affirmatively approve or reject the plans, specifications, the prime contractor or builder, alterations, or any other matters which must be submitted to the Declarant or Architectural Review Committee, within forty-five (45) days after complete application materials have been submitted to the approving authority in writing, then such approval shall not be required in that instance.

5.7. Waiver, Release, Amendment or Cancellation. The covenants, conditions, and restrictions set forth in this section, Section 6 and Section 7, or any part thereof, may be cancelled, released, amended, or waived in writing as to some or all of the buildings within the Property by an instrument signed by the Declarant and the owners of a majority of the Units within the Property, or if the Declarant has released or assigned the Declarant's rights under section 5.5 as provided therein, then by an instrument in writing signed by the owners of a majority of the units within the Property.

5.8. Standards. In exercising any authority under this section, the Declarant or the Architectural Review Committee, whichever is then applicable, shall act in accordance with the following standards:

5.8.1. to assure the most appropriate development and improvement of the Property;

5.8.2. to protect each Unit Owner against improper uses by other Unit Owners;

5.8.3. to preserve the beauty of the Property;

5.8.4. to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material, and to specifically comply with the

provisions of the City of Baraboo Zoning Code, as amended, specifically including but not limited to, §17.51(6)(a), (b) and (f);

5.8.5. to encourage and secure the erection of attractive, adequately sized buildings, which conform and harmonize in external design with other residential structures within the Property and which are properly located within the Unit in accordance with its topography, finished grade elevation, and as the Unit relates to other adjacent Units;

5.8.6. to provide for high quality improvements which will protect the investments of purchasers of Units.

5.9. Limitation of Liability. The Declarant and the Architectural Review Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site plan, or any other matter, including any loss arising out of the negligence of the Declarant or Architectural Review Committee.

Section 6. Unit Building and Use Restrictions

6.1. Description of Buildings. There shall be eight (8) Units on the Property.

6.2. Location of Buildings. Buildings shall be constructed and placed only within the Unit Envelopes shown on the Condominium Plat. No accessory buildings shall be placed on any Unit, unless attached to the residence with the advance written approval of the Declarant or Architectural Review Committee, whichever is then applicable.

6.3. Building Restrictions. Buildings placed, constructed, or to be constructed on the Property shall in each instance comply with each of the following conditions and restrictions:

6.3.1 Impervious Surface Area Limitation. The total surface area of impervious surfaces, including but not limited to, buildings, paved walkways and driveways, within the Units on the Property, shall not exceed 24,000 square feet. Units 1, and Units 3-8 are each initially allocated 3,000 square feet of impervious surface area. Unit 2 is initially allocated 6,000 square feet of impervious surface area.

6.3.2. Garages. All residences constructed on the Property must have an attached garage and such garage must contain not less than two (2) nor more than three (3) automobile garage stalls, but the maximum limitation may be waived by the Declarant or Architectural Review Committee, whichever is then applicable.

6.3.3. Previously Erected Buildings. No building previously erected elsewhere may be moved onto the Property, except new prefabricated construction which has been approved by the Declarant or Architectural Review Committee, whichever is then applicable.

6.3.4. Approval of Alterations. No alteration in the exterior appearance of any building erected or placed within the Property, including but not limited to, exterior remodeling and the construction of patios, decks, swimming pools, Jacuzzis, walk-ways and driveways, shall be made without the prior written approval of the Declarant or Architectural Review Committee, whichever is then applicable.

6.3.5. Antennas and Satellite Dishes. No visible exterior antennas will be allowed. Satellite dishes no larger than 2 feet in diameter shall be permitted on any Unit within the Property. With respect to placement of satellite dishes that are 2 feet in diameter or less, each Unit Owner should act in a manner which preserves the value of the Unit Owner's property and that of his or her neighbor's. Satellite dishes should be placed in a location which is as non-obstructive as possible, provided that a quality signal can be received and unreasonable costs are not required. If a Unit Owner can locate a dish at the rear of the Unit without delaying installation or significantly increase costs and still obtain a quality signal, the Unit Owner should do so. Installation companies should be told to proceed with these policies in mind. The provisions of this section shall not apply if such application would violate any applicable state or federal laws.

6.3.6. Signs. No signs of any type shall be displayed to the public view on any Unit within the Property without the prior written consent of the Declarant or Architectural Review Committee, whichever is then applicable.

6.3.7. Conformity with Applicable Laws. All building and structures placed or constructed on the Property or within the Units shall conform with all applicable governmental codes and regulations.

6.3.8. Temporary Residences. No trailer, basement, tent, shack, garage, barn or any part thereof, shall ever be used as a residence, temporary or permanent, within the Property or within the Units, nor shall any residence be of a temporary character.

6.3.9. Roofs. All residences erected on the Property shall have a minimum roof pitch of not less than 6/12 pitch, and shall have architectural dimensional shingles or cedar shake shingles. A variance from the minimum roof pitch requirement may be granted by the Declarant or Architectural Review Committee, whoever is then applicable, in their discretion.

6.3.10. Improvement Exterior Restrictions. All residences erected on the Property shall have exteriors of brick, stucco, or natural wood. No residence located on the Property shall have exteriors of vinyl or aluminum siding. All eaves, soffits, overhangs, gutters, and downspouts shall be made of aluminum. Except for the restriction of no vinyl or aluminum siding, a variance from the requirements imposed by this paragraph may be granted by the Declarant or Architectural Review Committee, whichever is then applicable, in their discretion, but shall in all cases be in conformity with the City of Baraboo Zoning Code, as amended, §17.51(6)(b).

6.3.11. Sports Courts or like facilities. No Unit Owner may construct a sports court, or other similar structure anywhere within the Limited Common Elements or Units. This restriction does not prohibit the installation of one basketball hoop within the driveway of serving the Unit.

6.4. Restrictions on Use of Units. The use of the Units shall in each instance comply with each of the following conditions and restrictions:

6.4.1. Single Family Use. All Units shall be used for single family residential purposes only. No building or structure shall be erected, altered, or placed within the Units other than a dwelling for the use and occupancy of a single family only.

6.4.2. Animals. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for free or not. No more than two (2) domestic animals may be kept in any Unit within the Property.

6.4.3. Nuisances. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood in any Unit within the Property.

6.5. Time for Commencement and Completion of Construction.

6.5.1. Commencement. Construction shall be commenced by the Unit Owner (or any successors or assigns) on all Units within the Property within one (1) year from the date of the land contract or deed by which such owner received an interest in the Unit involved from Declarant. If no construction is commenced by owner (or any successors or assigns) within such one-year period, the Declarant shall have the option, exercisable at any time after the expiration of such one-year period, whether the unit is then owned by owner or successors or assigns, to have said Unit conveyed to the Declarant at the original sales price at which the owner acquired such Unit from Declarant, free and clear of any liens and encumbrances created by the act or default of the owner or any other party than the Declarant, with taxes and installments on special assessments for the year in which the conveyance occurs being prorated as of the date of such conveyance. Declarant may waive its rights under this section in writing, in its discretion.

6.5.2. Completion. Construction of all buildings within the Units shall be completed within six (6) months after issuance of a building permit for the respective building.

Section 7.

Limited Common and Unit Exterior Element Restrictions

7.1. Application. The provisions of this Section 7 apply to the Limited Common Elements and, where applicable, unit exteriors which shall be defined as any portion of a Unit not enclosed with a building or structure (“Unit Exteriors”).

7.2. Bylaws and Rules. In addition to the restrictions set forth in this section, the manner of use of the Limited Common Elements and Unit Exteriors shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association, and no Unit Owner shall landscape, obstruct or damage any Limited Common Element, or permit such, in any manner contrary to this section, the Bylaws, and the rules and regulations.

7.3 Driveways. Driveways may be placed within the Limited Common Elements, by the Unit Owner at the Unit Owner's expense, appurtenant to the owner's Unit. Driveways must be concrete, but this requirement may be waived by the Declarant or the Architectural Review Committee, whichever is then applicable, in the event of labor strikes, concrete unavailability or other circumstances not within the control of the Unit Owner, which prevent or delay the installation of a concrete driveway.

7.4. Accessory Buildings and Structures. No accessory buildings, including storage sheds, are permitted within the Limited Common Elements or Unit Exteriors. No accessory structures are permitted within the Limited Common Elements, except a mailbox, a driveway and entrance pillars without the advance, written approval of the Declarant or the Architectural Review Committee, whichever is then applicable.

7.5. Parking and Storage of Vehicles. Parking of vehicles of any kind (including but not limited to commercial or service vehicles, owned or operated by residents, boats, travel trailers, mobile homes, campers, and other recreational vehicles) within the Property is prohibited on any Limited Common Elements and Unit Exteriors, except that regularly used personal passenger vehicles may be parked in driveways. All other vehicles may be kept only in garages. This section shall not prohibit the temporary parking or storage of such vehicles for the purpose of loading and unloading at the Unit at which parked, for a period not to exceed twenty-four (24) hours.

7.6. Nuisances. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood, on any Limited Common Elements or Unit Exteriors within the Property. This shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in back or side yards within the Unit.

7.7. Signs. No signs of any type shall be displayed to public view on the Limited Common Elements or Unit Exteriors without the prior written consent of the Declarant or the Architectural Review Committee, whichever is then applicable, except:

7.7.1. lawn signs of not more than four (4) square feet in size on Limited Common Elements or Unit Exteriors advertising the Unit where located for sale, and

7.7.2. signs of any size displayed by the Declarant as part of the Declarant's marketing of the Units within the Property.

7.8. Fences. The installation of any fence or walls of any kind is prohibited without the approval of the Declarant or the Architectural Review Committee, whichever is then applicable.

7.9. Landscaping Requirements.

7.9.1. Existing Vegetation. No existing vegetation within the Limited Common Elements or Unit Exteriors, including trees of a diameter of three (3) inches or greater, shall be destroyed or removed except as approved in writing by the Declarant or the Architectural Review Committee, whichever is then applicable. In the event such vegetation is removed or destroyed without approval, the Declarant or Architectural Review Committee, whichever is then applicable, may require the replanting or replacement of same, and the cost thereof shall be borne by the Unit Owner.

7.9.2. Landscaping Requirements. A Unit Owner shall, at its expense, provide the landscaping for the Limited Common Elements and Unit Exterior as part of the original construction of all improvements to a Unit. In addition, a Unit Owner, with the written approval of the Declarant or the Architectural Review Committee, whichever is then applicable, as provided in Section 5, install, upgrade, change or improve the landscaping within the Limited Common Elements and Unit Exterior at the Unit Owner's expense any time completion of the improvements on the Unit.

7.9.3. Maintenance of Limited Common Elements and Unit Exteriors. All areas of Limited Common Elements and Unit Exteriors not used as a lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep such areas free from noxious weeds. The Association shall be responsible for keeping such areas in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, and the pruning of all trees and shrubbery all in a manner and with such frequency as in consistent with good property management. The Association's expense for such maintenance shall be assessed to the applicable Unit as provided in section 9.2. Each Unit Owner irrevocably grants an easement of ingress and egress, over and above the Unit Exteriors, to allow the Association, or its agents, access for the purposes of such maintenance.

7.10. Grading and Elevation Requirements.

7.10.1. Site Plans. The elevation of Limited Common Elements and Unit Exteriors shall not be changed so as to materially affect the surface elevation or grade of any adjacent portions of the Property. A copy of all grading, landscaping, and site plans shall be kept by the Declarant or the Architectural Review Committee for the benefit of other Unit purchasers in planning their individual elevations. Violations of the grading or site plans as submitted shall give either the Declarant or Architectural Review Committee, whichever is then applicable, or any adjacent Unit Owner within the Property, a cause of action against the person violating such grading or site plans for injunctive relief or damage as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any Limited Common Elements or Unit Exteriors within the Property without the approval of the Declaration or Architectural Review Committee, whichever is then applicable.

7.10.2. Drainage Swales. No Unit Owner shall grade or obstruct any drainage swale which is in existence at the time of development by such Unit Owner, so as to impede the flow of drainage water from other Units across such swale. Any Unit Owner who grades, obstructs or alters any drainage swale, which is in existence at the time of such Unit Owner's development, shall be required to repair or restore such drainage swale as such Unit Owner's sole expense.

7.11. Time for Completion. Landscaping (including grading, installation of sod and seeding) and paving of any driveway within the Limited Common Elements or Unit Exteriors shall be completed within ninety (90) days of completion of construction of the residence provided weather conditions so allow. If such landscaping is delayed due to matters beyond the control of the Unit Owner, the time for completion shall be extended by the period of such delay. The cost of all such improvements shall be the responsibility of the Unit Owner.

Section 8. Association of Unit Owners

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 the Vintage Condominiums Association, Ltd. (the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the management and control of the Common Elements, the Limited Common Elements and the Unit Exteriors. Such Association shall be incorporated as a non-profit, non-stock, corporation under the laws of the State of Wisconsin. Each Unit Owner and the tenants and permitted users of the Units, Common Elements and Limited Common Elements shall abide by and be subject to all of the rules, regulations, duties, and obligations of the Declaration and the Bylaws and rules and regulations of the Association.

8.2. Voting Rights. Each Unit shall be entitled to receive one vote at meetings of the Association. If title to a Unit is held by more than one person, only one vote shall exist for that Unit. Voting rights may not be split, and must be voted by one person pursuant to the Bylaws. A Unit Owner of more than one Unit shall be entitled to vote for each Unit owned by him. The affirmative vote of a majority of the votes in the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, pursuant to the Bylaws. The Declarant shall be entitled to cast the vote or votes pertaining to any Unit or Units declared as part of the condominium but not yet sold until such time as the respective Units are sold by Declarant or its successors or assigns. The respective rights, qualifications, and obligations of the members shall be as set forth in the Bylaws of the Association.

8.3. Declarant Control. Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the Bylaws or rules and regulation of the Association, until the earlier of: (a) three (3) years from the date of the first sale of a Unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five (75) percent of

the Units to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. Each Unit Owner in Vintage Condominiums shall be deemed by acceptance of any deed or land contract to any Unit to agree, approve, and consent to the right of Declarant to so control the Association.

8.4. Association Authority. The Association shall have and exercise all the powers enumerated in the Wisconsin Condominium Ownership Act and the Wisconsin Non-Stock Corporation Law, to the extent not inconsistent with the Condominium Ownership Act, or the Declaration, as well as all powers contained in the Articles of Incorporation and Bylaws of the Association, as set forth therein.

8.5. Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for common services or utilities as may be required for each Unit.

8.6. Association Records. The Association shall maintain and have available current copies of this Declaration, the Articles of Incorporation and Bylaws of the Association, the Condominium Plat, any rules or regulations affecting Vintage Condominiums and the Association's books, records, and financial statements, for inspection during normal business hours by Unit Owners or by holders, insurers or guarantors of first mortgage secured by a condominium Units in Vintage Condominiums. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor.

Section 9. Repairs and Maintenance

9.1. Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all improvements constructed within the Unit (including the physical exterior of the building constructed within the Unit, water and sewer laterals, electrical, heating, and air conditioning systems, including any ducts, vents, wires, and cable conduits serving such Unit). Each Unit shall at all times be kept in good condition and repair, and in a clean and sanitary condition; including the interior and exterior parts of any improvements constructed within the Unit and all equipment, fixtures and appurtenances associated with the improvements. Except as provided in section 9.2, each Unit Owner shall be responsible for decorating, painting and maintenance which may at any time be necessary to maintain the good appearance and condition of his or her Unit; including maintenance, repair and upkeep of all additions, improvements, alterations and changes made by them to the Unit. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such

was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owner of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 14.

9.2. Common Elements, Limited Common Elements and Unit Exteriors. The Association shall be responsible for the management and control of the Common Elements, Limited Common Elements and the mowing and snowplowing of the Unit Exteriors and shall cause the same to be kept in good clean, attractive, and sanitary condition, order and repair. The Association shall be responsible for providing snow and ice removal to, and the maintenance of, all sidewalks, driveways built by the Unit Owners, private streets, and parking areas built in the Limited Common Elements and Unit Exteriors; for the maintenance repair, and replacement of all sidewalks, bicycle/cart paths and all outdoor amenities located in the Common Elements and Limited Common Elements serving all the Units in the Property; and for the mowing of all lawns located within the Common Elements, Limited Common Elements and the Unit Exteriors. This shall include all repair, maintenance, and replacement of any utility lines, electric, sewer and water supply systems, easement areas for which the Association has responsibility under any easement agreements, and all roads which are a part of the Property. Any maintenance or repairs that have not been expressly assigned to the Association pursuant to this Declaration shall be the responsibility of the Unit Owner. All expenses of maintenance under this paragraph of the Common Elements shall be a common expense of the Association. All expenses of the Limited Common Elements and Unit Exteriors shall be the expense of the relevant Unit. The Association shall have full control and approval rights over all additions, improvements, and alterations to Common Elements. In the event any repair or maintenance of the Common Elements, Limited Common Elements or Unit Exteriors is necessitated by reason of the negligence of a Unit Owner or the guest, tenant, licensee, or agent of a Unit Owner, such expense shall be charged and specially assessed against the responsible Unit Owner.

9.3. Prohibition Against Changes by Owner. A Unit Owner shall not, without first obtaining the written consent of the Association, make or permit to make any alterations, additions, changes, or improvement in or to any Common Elements. A Unit Owner shall not, without first obtaining the written consent of the Declarant or Architectural Review Committee, whoever is then applicable, make or permit to be made any alterations, additions, changes, or improvements in or to any Limited Common Elements, Unit Exteriors or Units. Such consent may be given upon such terms and conditions as the Association, the Declarant, or the Architectural Review Committee (whoever is applicable) in their discretion deem appropriate, provided that in no event shall any change or alteration impede or interfere with the use and enjoyment of any other Unit or appurtenances. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural safety of the Property, or impair any easement or property right, without the prior written consent of the Association, the Declarant, or the Architectural Review Committee, whichever is applicable.

9.4. Entry for Repairs. The Association may at any time, for any reason, and without notice, at reasonable times and under reasonable conditions, enter into any Limited Common Element or Unit Exterior when necessary in connection with any maintenance, construction or repair, or for other matters, which the Association is responsible.

Section 10. Reconstruction Upon Destruction or Other Events

10.1. Units. In the event of a partial or total damage or destruction to a building or structure within a Unit, the repair and restoration of the same shall be the responsibility of the Unit Owner, utilizing insurance upon the Unit maintained by the Unit Owner or otherwise. On reconstruction, the design, plan and specifications of any building shall be subject to the approval of the Declarant or Architectural Review Committee, whichever is then applicable, the same as if the building or structure were being built in the first instance.

10.2. Common Elements. In the event of a partial or total damage or destruction or other event preventing use as previously contemplated of any improvements to the Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for repair or reconstruction, as provided in section 11.2. However, if the repair or reconstruction of the damage or destruction would exceed available insurance proceeds, within 90 days of the date of the damage or destruction, the Association may determine not to rebuild or repair by written consent of at least 75% of the votes in the Association (such written consent is not effective unless approved by the mortgagees of the voting Units, if any). In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the Common Element and in accordance with the priority of interests in each Unit.

On reconstruction, the design, plan, and specification of any improvements or Common Elements may vary from that of the original upon approval of the Association. If it is determined to repair and rebuild, all costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense, and the Association shall have the right to levy assessments as a common expense against all Unit Owners to the extent that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

Section 11. Insurance

11.1. Units. The individual Unit Owners shall provide and maintain fire and broad form extended coverage insurance on their Units and any buildings and accessory structures in an amount

not less than the full replacement value thereof from time to time. Premiums for all such insurance shall be the responsibility of the Unit Owner and shall not be a common expense.

11.2. Common Elements. The Association shall provide and maintain fire and broad form extended coverage insurance on the Common Elements and any portion thereof which are of the Property in an amount not less than the full replacement value thereof from time to time. 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 percentages established within this Declaration, as their interests may appear. Said premiums shall be a common expense.

In the event of partial or total destruction of any such improvement and the repair or reconstruction of same in accordance with section 10.2 the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

11.3. Liability Insurance. The Board of Directors shall also provide public liability insurance covering the Common Elements with respect to all claims commonly insured against, and appropriate with regard to all activities conducted on the Property, in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workman's compensation insurance, directors' and officer's 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. Said premiums shall be a common expense.

11.4. Terms of Insurance. To the extent possible, all insurance shall provide that the insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, and their respective agents, invitees, and guests, and that the insurance cannot be canceled, invalidated, nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their agents, invitees and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. 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 to conform to the requirements of full insurable value.

Section 12.

Liability for Common, Limited Common Elements and Unit Exteriors Expenses

The costs of administration of the Association, insurance, repair, maintenance, replacement, and other expenses of Common Elements, Limited Common Elements and Unit Exteriors, including professional management services and other personnel, snow and ice control, and repair and maintenance of landscaping, walkways, and roads shall be paid for by the Association. The

Association shall make assessments against the Unit Owners and the Units for the expenses of maintaining the Common Elements in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit, in the manner provided in the Bylaws of the Association. The Association shall also make assessments against the Unit Owner and the Units for the expenses of maintaining the Limited Common Elements and Unit Exteriors directly to the Unit that the same is related. No Unit Owner may exempt the Unit Owner's ownership from liability for the Unit Owner's contribution toward the common expenses by waiver of the use or enjoyment of the Common Elements, Limited Common Elements or Unit Exteriors, or services or by abandonment of his Unit. No conveyance shall relieve the Unit Owner-grantor or the Unit of such liability, and the Unit Owner shall be joint, severally, and personally liable along with the Unit Owner's grantee in any such conveyance for any expenses as provided herein incurred up to the date of the sale, until all expenses charged to the Unit Owner's Unit have been paid.

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. 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 the 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, and may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. The Unit Owner shall be responsible for any costs of the Association incurred in the collection of that Unit Owner's delinquent assessments, as set forth in the Bylaws of the Association.

Section 13. Mortgagees

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

13.1.1. Default or Delinquency. Written notice as to any default or delinquency in the performance of the individual Unit Owner who is the Mortgagee's mortgagor as to any obligation under the Condominium documents, which default or delinquency is not corrected within thirty (30) days after written notice of said default or delinquency by the Association to said mortgagor.

13.1.2. Proposed Amendments. Written notice of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to the Declaration, the Articles of Incorporation of the Association, or the Bylaws of the Association.

13.1.3. Damage or Destruction. Written notice of any damage or destruction to the Common Elements of the Condominium, including any building structure, fixtures, and equipment, which are a part of the Common Elements, which is an aggregate amount, exceeds \$10,000.00, at such time as such damage or destruction is known to the Board of Directors.

Section 14.

Rights of Action; Failure of Association to Insist on Strict Performance Not Waiver

14.1. Rights of Action. If any Unit Owner fails to comply with this Declaration or the Bylaws or decisions made by the Declarant, the Architectural Review Committee, or the Association, the Declarant, the Architectural Review Committee, or the Association, or any other Unit Owner may sue such Unit Owner for damages caused by the failure or for injunctive relief. In addition, the Declarant and the Association shall have any enforcement authority contained in the Bylaws of the Association.

14.2. No Waiver. The failure of the Declarant, the Architectural Review Committee or the Association 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 therein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition, or restriction, but such terms, 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.

Section 15.

General

15.1. Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance, and use of the Common Elements by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of this Declaration or any contracts, documents, or easements referred to in this Declaration, and shall be designed to prevent unreasonable interference with the use of the Common Elements by persons entitled thereto. The Association members, their guests, and any persons using the Common Elements, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate, which may include fines or other penalties. The rules and regulations may be adopted, altered, and amended or repealed by the Board of Directors by an affirmative vote of two-thirds (2/3) or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting.

15.2. Partition of Common Elements Prohibited. There shall be no partition of the Common Elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit ownership or condominium ownership; provided, however, that if any Unit shall be jointly owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners.

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

15.4. Amendments to Declaration. Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except when a Unit is divided as provided herein, this Declaration may be amended only with the written consent of all the Unit Owners. A Unit Owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any. Prior to completion of the initial sale of all declared condominium Units by Declarant, 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 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 Sauk County, Wisconsin, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at the address on file with the Association.

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

15.6. Resident Agent. The Resident Agent for the Condominium shall be Daniel S. Goff, 340 Inverness Terrace, Baraboo, WI 53913, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Department of Financial Institutions of the State of Wisconsin. A designation of

Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all units in the Condominium, or at such earlier time as may be requested by said Agent. 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 present.

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

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

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

[Signature Page Follows]

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BARABOO, WI 53913
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ADAMS, WI 53910
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April 5, 2019

City of Baraboo, Planning and Zoning
Plan Commission
Municipal Building
101 South Blvd.
Baraboo, WI 53913

Re: Property Situated Between the Greens Condominium and
Inverness Golf Condominium, known as **VINTAGE CONDOMINIUMS**
Tax Parcel Number: **206 2127-05210**

Dear Plan Commission:

The purpose of this letter is to invoke §17.51(3) of the Zoning Code, COMPLIANCE, by specifically requesting a “hardship variance” from the literal application of a certain provision of the Zoning Code, as it relates to the legally described premises herein: to wit: §17.51(6)(n) **ADDITIONAL MINIMUM REQUIREMENTS FOR DEVELOPMENTS, Sidewalks.**

“All development shall provide pedestrian walks paved with bituminous or concrete or other approved similar material between individual dwelling units, roads, recreational areas and community facilities. Grade and surfacing of walks shall be approved by the City Engineer as safe and comparable to sidewalks in other areas of the City subject to similar usage. All sidewalks shall meet all applicable state and federal regulations regarding accessibility. All sidewalks shall have a minimum width of at least four feet and there shall be a sidewalk on at least one side of all roads with a four foot tree bank between the paved street and sidewalk.”

Legal Description:

Being a part of Lot 1, Certified Survey Map No. 4537 as recorded in Volume 24 of Certified Survey Maps, Pages 4537, 4537A and 4537B as Document No. 761553 located in the Northeast Quarter of the Southeast Quarter of Section 2 and the Northwest Quarter of the Southwest Quarter of Section 1, Town 11 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin, described as follows:

PEMBERTON & ENGLUND LAW OFFICES, LLC

Commencing at the East Quarter of said Section 2;
thence South 01°19'29" East along the East line of the Southeast Quarter of said Section 2, 954.43 feet to a point in the North line of Lot 1, Certified Survey Map, No. 4537 and the point of beginning;
thence continuing South 01°19'29" East along the East line of the Southeast Quarter of said Section 2, 27.79 feet to the Southwest corner of Lot 1, Certified Survey Map, No. 4229;
thence North 88°39'52" East along the North line of said Lot 1, Certified Survey Map, No. 4537, 510.56 feet, to the Northwest corner of Unit 160, Inverness Golf Condominium;
thence South 00°00'14" East along the West line of said Unit 160, 150.32 feet to a point in the North right-of-way line of Inverness Terrace Court and the Southwest corner of said Unit 160;
thence North 88°46'46" West along the North right-of-way line of Inverness Terrace Court 210.24 feet;
thence South 80°59'15" West along the North right-of-way line of Inverness Terrace Court, 165.92 feet;
thence North 89°59'17" West along the North right-of-way line of Inverness Terrace Court, 302.93 feet;
thence North 00°56'37" East along the East line of The Greens Condominium of Baraboo, 184.23 feet to a point in the North line of said Lot 1, Certified Survey Map, No. 4537;
thence North 88°47'13" East along the North line of said Lot 1, 162.982 feet to the point of beginning.
Containing 108,226 square feet, (2.48 acres), more or less. And being subject to servitudes and easements of use or record, if any.

The provisions of §17.51(3) permit the Plan Commission to deviate from a literal or strict application of the Zoning Code under specific circumstances, all of which, if met, may entitle the property to a deviation. In this case, the requirement articulated for a development such as the subject property requires paved sidewalks per §17.51(6)(n). The subject property should be granted a variance from that requirement. The factors the Plan Commission must consider, as set forth at §17.51(3)(a)-(c), are addressed in turn as follows:

- (a) "Exceptional Circumstances. There are exceptional, extraordinary or unusual circumstances or conditions where a literal enforcement of the requirements of this section would result in unnecessary hardship. Such hardships should not apply generally to other properties or be of such a recurrent nature as to suggest that this section should be changed."

The unusual and/or exceptional circumstances that exist with the subject property pertain, in large part, to its relationship with the surrounding properties. The subject property lies between two other already existing condominiums, neither of which have paved sidewalks.

PEMBERTON & ENGLUND LAW OFFICES, LLC

Indeed, the subject property is surrounded on three sides, and lies within close proximity to no less than four condominiums, none of which have paved sidewalks (The Terrace Condominium, The Greens Condominium of Baraboo, Inverness Terrace Condominium, and Inverness Golf Condominium). The private roadway utilized by each of those condominiums, Inverness Terrace Court, is insufficient to support the addition of paved sidewalks as specified. Furthermore, none of the current residents want sidewalks. To require them would cause unnecessary and unwanted work and expense, and would be an inefficient use of the limited space. In all, requiring installation sidewalks would quite clearly cause an unnecessary hardship.

- (b) “Preservation of Property Rights. The variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity.”

As described immediately above, none of the other four condominiums in the same vicinity have paved sidewalks, or any sidewalks whatsoever. To require such sidewalks within the subject property would arguably create a detriment to property rights of the surrounding condominiums. In any event, a variance from the sidewalk requirement for the subject property is entirely consistent with preservation of the property rights of other in the same vicinity.

- (c) “Absence of Detriment. The variance will not create substantial detriment to adjacent property and will not materially impair or be contrary to the purpose and spirit of this section or this Chapter or the public interest.”

Again, as discussed immediately above, not only does the requested variance not create a substantial, or for that matter any, detriment, doing so arguably creates a benefit to the surrounding property owners. To require this property – and only this property – to install sidewalks would have a deleterious effect on the overall functionality, aesthetics, and continuity between the already existing condominiums and the subject property.

For the reasons set forth above, Vintage Investments, LLC hereby specifically requests, pursuant to §17.51(3), a “hardship variance” from the literal enforcement of the Zoning Code §17.51(6)(n), by excusing the requirement to install sidewalks on the subject property.

We thank the Plan Commission for its consideration.

Sincerely,

PEMBERTON & ENGLUND LAW OFFICES, LLC

BY: James P. Heyn, Attorney for Vintage Investments, LLC
(Reply to Baraboo Office)

JPH:mr
cc: Mr. Dan Goff

PEMBERTON & ENGLUND LAW OFFICES, LLC

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FAX: (608) 339-4869

May 7, 2019

City of Baraboo, Planning and Zoning
Plan Commission
Municipal Building
101 South Blvd.
Baraboo, WI 53913

Re: Addendum to April 5, 2019, Letter to the City of Baraboo Plan Commission
Regarding Property Situated Between the Greens Condominium and
Inverness Golf Condominium, known as **VINTAGE CONDOMINIUMS**
Tax Parcel Number: **206 2127-05210**

Dear Plan Commission:

In my letter of April 5, 2019, I set forth a request to deviate from the strict and literal application of the Zoning Code as it pertains to the requirement for sidewalks under §17.51(6)(n). Please consider this letter an addendum to that letter by applying the same facts and reasoning to enlarge our request for deviation from the strict and literal application of §17.51(6)(h), Lighting, as well. For all the same reasons set forth in my April 5, 2019, letter, we request that Vintage Investments, LLC be excused from the lighting requirement for the Vintage Condominium project.

Sincerely,

PEMBERTON & ENGLUND LAW OFFICES, LLC

BY: James P. Heyn, Attorney for Vintage Investments, LLC
(Reply to Baraboo Office)

JPH:mr
cc: Mr. Dan Goff

General Engineering Company
P.O. Box 340
916 Silver Lake Drive
Portage, WI 53901



608-742-2169 (Office)
608-742-2592 (Fax)
gec@generalengineering.net
www.generalengineering.net

Engineers • Consultants • Inspectors

MEMO

To: Tom Pinion, PE, City of Baraboo
Dan Goff, Vintage Condominiums

From: Bradley Boettcher, P.E

Date: 05/08/19

Subject: Storm Water Management Summary
Vintage Condominiums
City of Baraboo
GEC# 0601-40; 1205-218

GEC has been provided a copy of the proposed Vintage Condominium plat and have been asked to provide information regarding storm water management in regards to the proposed units. A couple of items to note:

1. All roads, utilities and storm water management facility were installed as a part of previous development projects unless otherwise noted.
2. The only proposed impervious surfaces are for the 8 unit buildings themselves and the proposed driveways. See attached sheet C2.0 for building and driveway areas.
3. A Storm Water Management Plan and Engineering Report was completed for the Phase I Inverness Terrace Condominiums located to the west in 2001. This will be referenced as the 2001 SWMP.
4. A Storm Water Management Plan and Erosion Control Management Plan was completed for the Inverness Golf Condominiums located to the east in 2006. This will be referenced as the 2006 SWMP.

Additional Improvements:

After review of the 2001 SWMP and 2006 SWMP, it appears the City of Baraboo Storm Water requirements have changed since the approval of these SWMP's. As a result of the ordinance change, proposed storm water features are to be added to the site. The storm water features include 4 biofilters and 2 dry ponds.

HydroCAD and WinSLAMM software were used to model lots that the units sit on. Detention is proposed to be provided through expansion of the proposed ditches along the condominium roadway. The proposed road ditches will convert into Dry ponds, and Biofilters, see sheet C3.0 for sizes. The site was modeled with 2 analysis points. Analysis point 1 has been set as the area west of the project site. Analysis point 2 has been set as the area east of the project site. An 82% TSS reduction is expected on the site using the biofilters. HydroCAD and WinSLAMM modeling are attached for reference.

The following table shows the pre-development and post-development peak flows for the analysis points 1 and 2.

Portage • **Black River Falls** • **La Crosse**



Consulting Engineering • Structural Engineering • Building Design • Environmental Services • Building Inspection • GIS Services
Grants & Funding Services • Land Surveying • Zoning Administration • Mechanical, Electrical, & Plumbing Services



Storm Event	Pre-Development Peak Flow (cfs) Analysis Point 1	Required Peak Flow (cfs) Analysis Point 1	Post-Development Peak Flow (cfs) Analysis Point 1
2	<1	<1	<1
5	<1	<1	<1
10	1.1	<1	<1
25	2.0	1.5	<1
50	2.8	2.8	2.2
100	3.8	Safely Pass	4.9

Storm Event	Pre-Development Peak Flow (cfs) Analysis Point 2	Required Peak Flow (cfs) Analysis Point 2	Post-Development Peak Flow (cfs) Analysis Point 2
2	<1	<1	<1
5	<1	<1	<1
10	<1	<1	<1
25	1.3	<1	<1
50	2.1	2.1	<1
100	3.0	Safely Pass	1.2

Vintage Condominiums

BEING A PART OF LOT 1, C.S.M. NO. 4537, AS RECORDED IN VOLUME 24, C.S.M.'S, PG 4537, 4537A & 4537B AS DOCUMENT NO. 761553, LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 2 AND THE NW1/4 OF THE SW1/4 OF SECTION 1, T.11 N., R.6 E., CITY OF BARABOO, SAUK COUNTY, WISCONSIN. CONTAINING: 108,226 SQ.FT. - 2.48 ACRES

C1	
DELTA	= 1711'36"
ARC	= 18.00
RAD	= 60.00
BEARING	= N89°00'12"E
DIST	= 17.94

C2	
DELTA	= 82'28'51"
ARC	= 25.91
RAD	= 18.00
BEARING	= S41°09'46"E
DIST	= 23.73

C3	
DELTA	= 40'03'23"
ARC	= 83.89
RAD	= 120.00
BEARING	= S69°56'59"W
DIST	= 82.20



SCALE: 1" = 50'

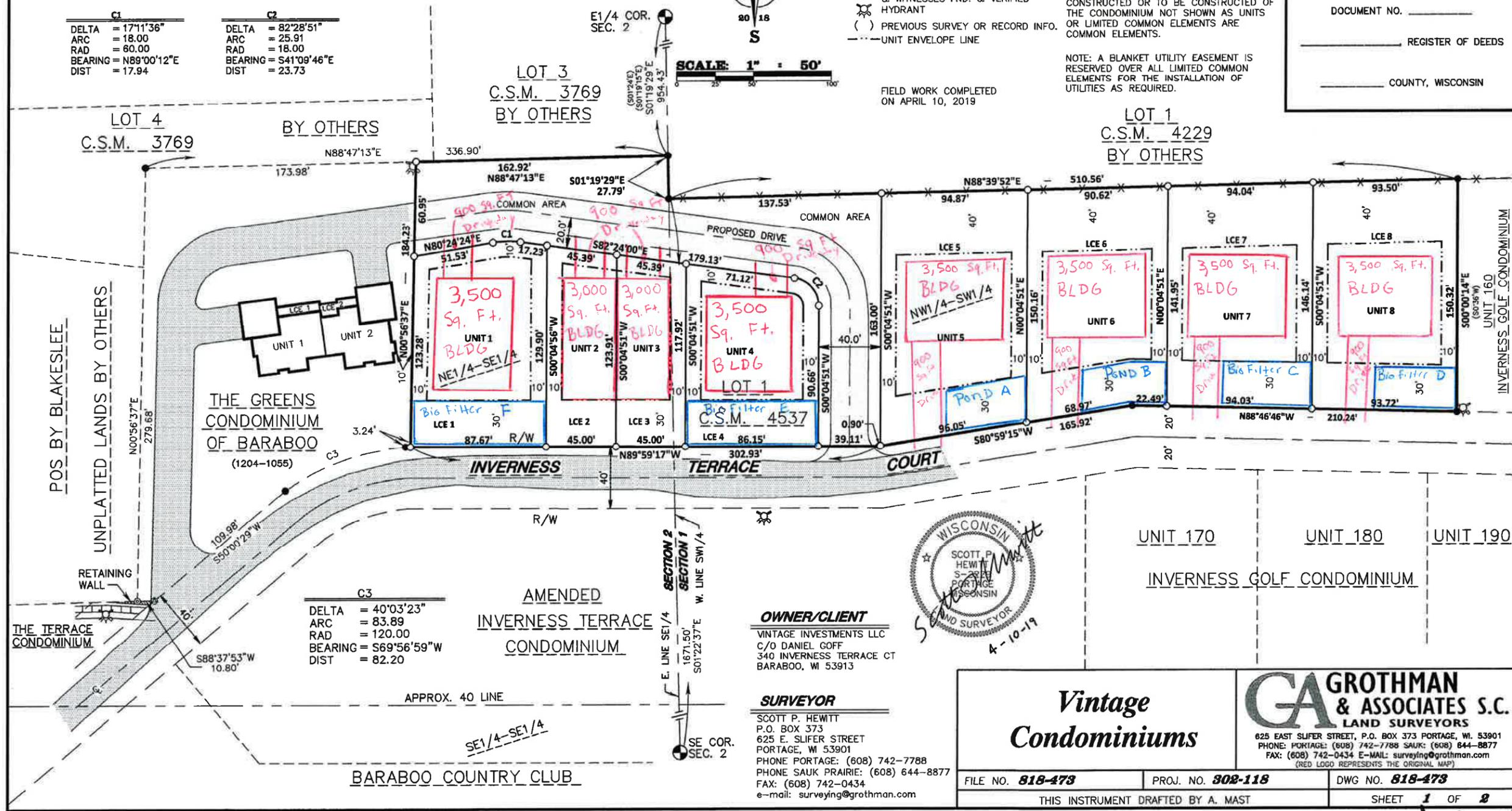
- LEGEND**
- 3/4" X 24" IRON ROD SET (WT. = 1.5 LBS/L.F.)
 - 3/4" IRON ROD FND.
 - ⊙ 1 1/4" IRON PIPE FND.
 - ⊗ 1 1/4" IRON ROD FND.
 - ⊕ STANDARD HARRISON MON. FND. & WITNESSES FND. & VERIFIED HYDRANT
 - () PREVIOUS SURVEY OR RECORD INFO.
 - UNIT ENVELOPE LINE

BASIS OF BEARINGS: IS THE EAST LINE OF THE SE1/4 OF SECTION 2 WHICH IS RECORDED TO BEAR S01°19'29"E AND S01°22'37"E PER C.S.M. NO. 4537.

"L.C.E." ARE LIMITED COMMON ELEMENT AREAS FOR EACH UNIT AND ARE IDENTIFIED BY THE NUMBER OF THE UNIT TO WHOSE USE THEY ARE LIMITED, ALL PORTIONS CONSTRUCTED OR TO BE CONSTRUCTED OF THE CONDOMINIUM NOT SHOWN AS UNITS OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.

NOTE: A BLANKET UTILITY EASEMENT IS RESERVED OVER ALL LIMITED COMMON ELEMENTS FOR THE INSTALLATION OF UTILITIES AS REQUIRED.

RECEIVED FOR RECORDING THIS _____ DAY OF _____, 2019 AT _____ O'CLOCK _____ M. AND RECORDED IN VOLUME _____ OF CONDOMINIUM PLATS ON PAGE(S) _____ AS DOCUMENT NO. _____ REGISTER OF DEEDS _____ COUNTY, WISCONSIN



OWNER/CLIENT
 VINTAGE INVESTMENTS LLC
 C/O DANIEL GOFF
 340 INVERNESS TERRACE CT
 BARABOO, WI 53913

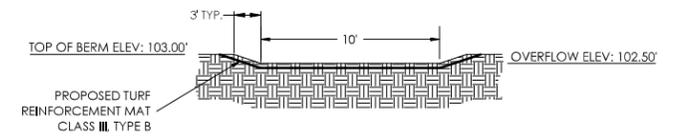
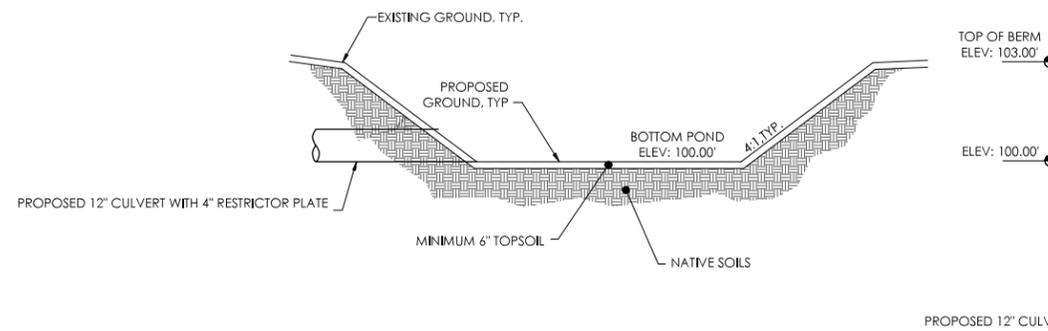
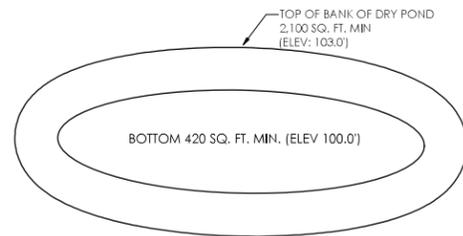
SURVEYOR
 SCOTT P. HEWITT
 P.O. BOX 373
 625 E. SLIFER STREET
 PORTAGE, WI 53901
 PHONE PORTAGE: (608) 742-7788
 PHONE SAUK PRAIRIE: (608) 644-8877
 FAX: (608) 742-0434
 e-mail: surveying@grothman.com

Vintage Condominiums		GROTHMAN & ASSOCIATES S.C. LAND SURVEYORS 625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901 PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 644-8877 FAX: (608) 742-0434 E-MAIL: surveying@grothman.com <small>(RED LOGO REPRESENTS THE ORIGINAL MAP)</small>
FILE NO. 818-478	PROJ. NO. 308-118	
THIS INSTRUMENT DRAFTED BY A. MAST		DWG NO. 818-478 SHEET 1 OF 2

C2.0

INFILTRATION BASIN NOTES:

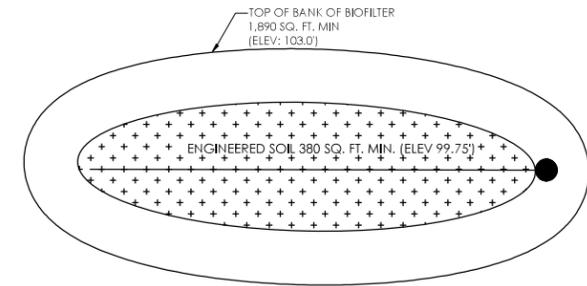
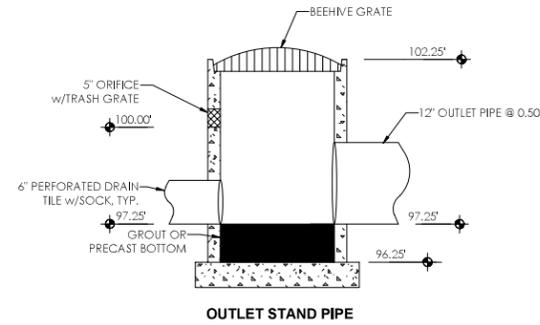
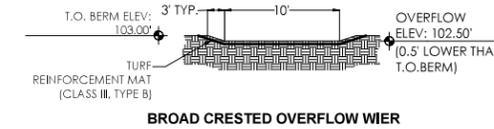
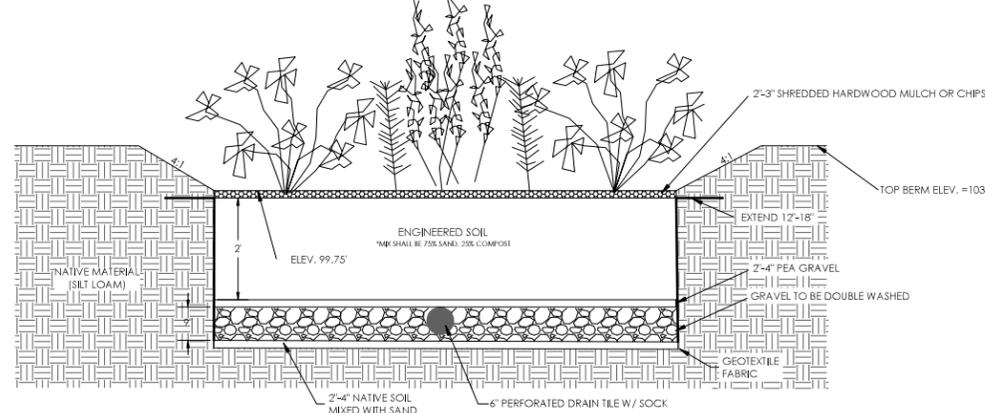
1. BASIN TO BE CONSTRUCTED IN ACCORDANCE TO WISCONSIN DNR TECHNICAL STANDARD 1003.



DRY POND A & B

BIOFILTRATION BASIN NOTES:

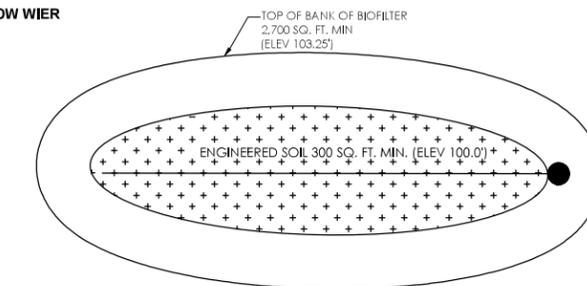
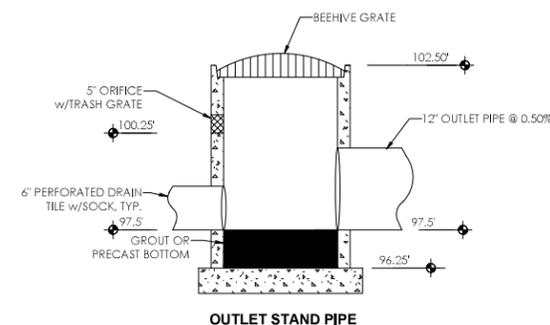
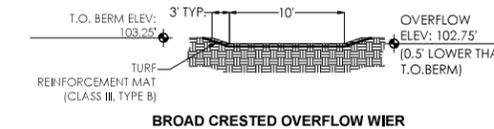
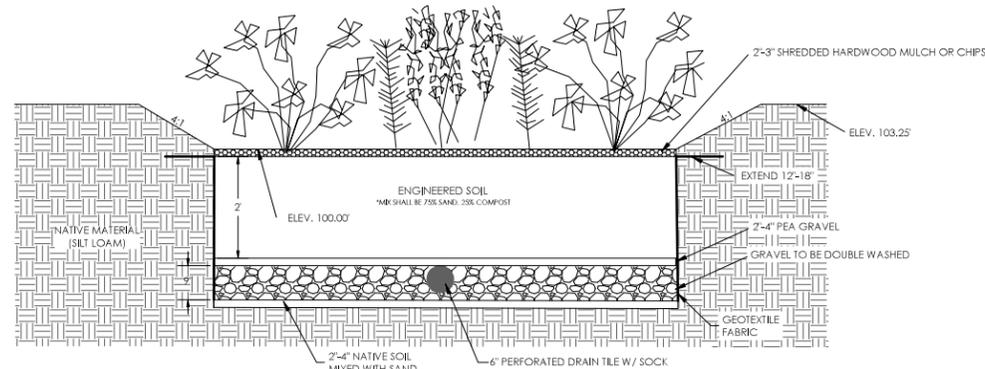
1. RUNOFF SHALL NOT BE ALLOWED IN THE BASIN UNTIL AFTER THE TRIBUTARY AREA IS STABILIZED.
2. CONSTRUCTION OF THE BASIN SHOULD ONLY OCCUR DURING SUITABLE SITE CONDITIONS - IF CONSTRUCTION OF THE BASIN OCCURS DURING SATURATED SOIL CONDITIONS, THE SOIL IN THE DEVICE COULD BE UNNECESSARILY COMPACTED.
3. COMPACTION OF THE SOILS USED FOR THE BIORETENTION DEVICE MUST BE AVOIDED - HEAVY EQUIPMENT SHOULD NOT BE USED IN THE CONSTRUCTION OF THE BASIN.
4. THE ENGINEERED SOIL SHALL BE PREMIXED PRIOR TO PLACEMENT AND DRY ENOUGH TO PREVENT CLUMPING AND COMPACTION.
5. THE BASIN SHALL BE MULCHED BEFORE THE PLANTING OF THE VEGETATION IN ORDER TO PREVENT COMPACTION.
6. THE MATERIALS USED FOR THE ENGINEERED SOIL SHALL COMPLY WITH WISCONSIN DNR TECHNICAL STANDARD 1004.
7. LIVE PLANT PLUGS GROWN TO AT LEAST 1.25" x 1.25" x 2.25" IN POTS SHALL BE PLANTED AT 1' ON CENTER THROUGHOUT THE PLANTING AREA.
8. PLANTS SHALL BE NATIVE PLANTS AS SPECIFIED BY AGRECOL OR OTHER APPROVED NURSERY.



BIOFILTER C & D

BIOFILTRATION BASIN NOTES:

1. RUNOFF SHALL NOT BE ALLOWED IN THE BASIN UNTIL AFTER THE TRIBUTARY AREA IS STABILIZED.
2. CONSTRUCTION OF THE BASIN SHOULD ONLY OCCUR DURING SUITABLE SITE CONDITIONS - IF CONSTRUCTION OF THE BASIN OCCURS DURING SATURATED SOIL CONDITIONS, THE SOIL IN THE DEVICE COULD BE UNNECESSARILY COMPACTED.
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BIOFILTER E & F



General Engineering Company

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DETENTION POND DETAILS
Vintage Condominiums

City of Baraboo
Sauk County, WI

NO.	DATE	BY

AS NOTED
SCALE
DRAWN BY KCV
REVIEWED BY BRB
ISSUE DATE 5/6/19
GEC FILE NO. 0601-40
SHEET NO.

C3.0



Indoor Shooting Range



**Architectural Design
Consultants, Inc.**

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GUN RANGE AND RETAIL
DEZ TACTICAL

BARABOO, WI

18-201 02-19-2019

OFFICE OF THE CITY ATTORNEY
MEMORANDUM

TO: City of Baraboo Plan Commissioners
Tom Pinion, City Zoning Administrator
Mark Schauf, Chief of Police

FROM: Emily Truman, City Attorney

RE: Pet Store Ordinance

Date: March 14, 2019

At the February 19, 2019 Plan Commission meeting, it was requested that I provide information regarding how other communities regulate pet shops and to draft a proposed City Ordinance for regulating pet shops here in the City. Not many municipalities in Wisconsin have codes regulating pet stores, but those that have all require: (i) a City issued license or permit and, (ii) that the store meet minimum operation standards (typically geared towards cleanliness and the health of the animals). Please see attached for the ordinances from Eau Claire, Milwaukee and Stevens Point.

A broader search shows that many municipalities across the US have adopted ordinances regulating pet stores, with a similar emphasis on cleanliness and animal health. Some have also included language to prevent the sale of dogs from puppy mills.

Please see below for a proposed ordinance for the City. Rather than restate the standards of animal care that currently exists in Chapter 12, Section 13, of the City's Code, which is lengthy and comprehensive, I have written this ordinance to incorporate these standards.

PROPOSED DEFINITION:

(x) "Pet Store" shall mean any establishment where any dog, cat, rabbit, rodent, insect, reptile or bird is bought, sold, exchanged, or offered for sale to the public. The buying, selling, exchanging or offering for sale of any animal other than those listed in this definition, as listed in §9.10, City Code, or as otherwise prohibited by State or Federal law, is prohibited in the City of Baraboo. Pet stores are allowed only in the following zoning districts: B-1 Central Business, B-2 Neighborhood Business, B-3 Highway-Oriented Business, and I-4 Planned Industrial/Business Districts.

PROPOSED ORDINANCE (suggested placement is in Chapter 12 of the City Ordinances, which addresses licensing and permitting):

12.XX PET STORES.

1. LICENSE REQUIRED. No person shall operate a pet store unless the person holds a valid license issued by the City Clerk.
 - A. A written application for initial and renewal licenses shall be filed with the City Clerk and must contain: (i) the name and address of the applicant, the (ii) location of the pet store, and (iii) other such information as may be required by the Clerk.

- B. New and renewal license applications shall be reviewed by the City Clerk, Chief of Police, City Humane Officer and City Zoning Administrator or their respective designees. Licenses will be denied:
 - i. If the location of the pet store is not within a permitted zoning district,
 - ii. If the applicant has a conviction for animal abuse, neglect or cruelty, or for an offense under Ch. 951, Wis. Stat., or any comparable state or federal law,
 - iii. If City Humane Officer is not permitted by the applicant to inspect the premises to ensure compliance with this ordinance,
 - iv. If the City Humane Officer finds that the premises is not in conformity with this ordinance, and/or
 - v. Pursuant to §12.01(11), City Code.
- C. The license term shall be from July 1 to June 30. Licensees may apply for a renewal license no sooner than three months prior to the license expiration date and no later than five days prior to the license expiration date.
- D. The license fee shall be as stated in the Official Fee Schedule for the City of Baraboo. Refunds and prorated fees are not be permitted.

2. OPERATIONS.

- A. Pet stores shall be operated in accordance with the requirements set forth in §12.13, City Code, and shall at all times be maintained in a clean and sanitary manner including providing the animals with adequate food, water, bedding, light and ventilation.
- B. All animals shall be displayed in a healthy condition or, if ill, removed from display and given appropriate treatment.

3. SUSPENSION AND REVOCATION OF LICENSE.

- A. If a licensee or pet store has two violations of Subs. 2, Operations, above, within any 12-month period, or five violations within any 36-month period, or if the licensee is convicted of an offense under Ch. 951, Wis. Stats., or any comparable statute or code, the City Clerk shall revoke the license 10-business days after the service of a Notice of Revocation on the licensee by the City Clerk.
 - a. The Notice of Revocation shall be deemed served on the day of mailing when sent by certified mail or if personally served. Service shall be made to the licensee at the address provided by the licensee on the license application.
 - b. The licensee may appeal of the revocation by providing the City Clerk a notice of appeal on or before the date of revocation; the revocation shall be stayed pending the outcome of the appeal. The **Administrative Committee** shall hear the appeal at their next regularly scheduled meeting, or may call a special meeting, and make a final determination on the revocation based on whether there are clear and convincing violations of this ordinance and/or convictions as required herein.
 - c. For purposes of this section, a “violation” need not result in a conviction so long as the City Humane Officer or designee is able to reasonably articulate and provide clear and convincing evidence, of which testimony may suffice, of said violation.
- B. A license may be suspended or revoked in accordance with §12.01(10), City Code.

4. DENIALS AND NON-RENEWALS. The denial or revocation of a license shall not preclude an applicant from applying for a license at any time in the future, although no applicant may apply more than twice during any 12-month period.

DRAFT

Sample Pet Store Ordinances

EAU CLAIRE

Chapter 6.10

PET SHOPS AND KENNELS

Sections:

- 6.10.010 Definition.**
- 6.10.015 State law adopted.**
- 6.10.020 License required--Application--Term.**
- 6.10.030 Operation.**
- 6.10.040 Revocation--Suspension--Appeal.**
- 6.10.050 Violation--Penalty.**

6.10.010 Definition. A. "Pet shop" means any business enterprise which regularly engages in raising, training, buying, selling or boarding of any species of animal, except dogs, for hire or profit, but not including an animal hospital.

B. "Kennel" means any establishment wherein or whereon dogs are kept for the purpose of breeding, sale or sporting purposes. (Ord. 5684 §1, 1997; Ord. 3864 §12(part), 1978).

6.10.015 State law adopted. The provisions of Wisconsin Statutes Section 174.053 are adopted and made a part of this chapter by reference. (Ord. 4155 §2, 1981).

6.10.020 License required--Application--Term. A. No person shall operate a pet shop or kennel without first obtaining a license from the city clerk. The license shall not be transferable between persons or locations. A written application for such license shall be filed with the city clerk, which shall contain the name and address of the applicant, the location of the proposed pet shop or kennel and such other information as may be required by the clerk.

B. The license year for a pet shop license shall be from July 1 to June 30. The annual license fee shall be as stated in the City of Eau Claire Fees and Licenses Schedule.

C. The license year for a kennel license shall be from January 1 through December 31. The annual license fee for a kennel license shall be as stated in the City of Eau Claire Fees and Licenses Schedule.* (Ord. 6363 §24, 2002; Ord. 5684 §§2, 3, 1997; Ord. 3864 §12(part), 1978).

6.10.030 Operation. Every pet shop and kennel, including all places of confinement and all other facilities therein, shall be maintained in a clean and sanitary condition, and no refuse or waste material shall be allowed to accumulate thereon which is detrimental to the animals in the pet shop or kennel. All animals kept thereon shall be humanely treated and confined. Any animal having any disease shall be properly isolated and treated and shall not be sold. (Ord. 3864 §12(part), 1978).

6.10.040 Revocation--Suspension--Appeal. A license issued under this chapter may be revoked or suspended by the city clerk during its term for failure or refusal to comply with the provisions of this chapter or with any other governmental law, rule or regulation governing the keeping or protection of animals. A license may be suspended for not exceeding two days, without notice or hearing, in the event of a violation of this chapter which presents an immediate and extensive danger to the health, safety or welfare of persons or animals. A license may be suspended for longer than two days or revoked, and the licensee shall be entitled to an appeal from the afore stated determination to the administrative review board under the procedures specified in ch. 1.06. During suspension, no sales of pets or other business or transactions involving such pets shall be performed by the licensee, but the provisions of Section 6.10.030 shall continue to apply to the licensed premises. Within ten days following revocation, all pets shall be humanely disposed of and no part of the license fee shall be refunded. Appeal shall stay the contested administrative determination pending decision by the board, but the provisions of this chapter shall continue to apply. (Ord. 6572 §14, 2005; Ord. 3864 §12(part), 1978).

MILWAUKEE

78-9. Pet Shops. 1. PERMIT REQUIRED. No person may operate a pet shop unless the person holds a valid permit issued by the commissioner. When all applicable provisions of this section have been complied with by the applicant and a valid occupancy permit for this type of business has been issued by the commissioner of city development, the commissioner shall issue a permit to operate a pet shop upon the payment of the fee required in s. 60-69.

2. OPERATION. Pet shops shall be operated in accordance with the requirements set forth in s. 78-7-1-b-1 to 8.

3. IMMUNIZATION. No pet shop may sell or offer for sale any dog or cat 5 or more months old unless the dog or cat has been

vaccinated against rabies by use of a vaccine currently licensed by the U.S. department of agriculture. The vaccine shall be administered by or under the supervision of a licensed veterinarian. A certificate of vaccination identifying the dog or cat including its approximate age, date of vaccination and signed by the vaccinating veterinarian shall be given the purchaser at the time of sale.

4. RECORD OF SALE. Every pet shop shall keep a record of every dog and cat sold by the establishment setting forth the date and source of acquisition, date of rabies vaccination, the date of sale and the name and address of the purchaser. Such records shall be maintained on the pet shop premises for at least one year following the date of sale of each dog and cat, and such records shall be open to inspection by the commissioner at all times during which the pet shop is open to the public.

5. SALE OF BATS, FOXES, RACCOONS AND SKUNKS PROHIBITED. No pet shop may engage in the purchase, keeping, distribution or sale of any species of bats, foxes, raccoons or skunks.

78-13. Posting of Permit. Every kennel, pet shop or grooming establishment permit issued by the commissioner shall be posted in a conspicuous place open to the public.

78-15. Sanitary Conditions of Commercial Animal Establishment. All commercial kennels, hutches, runs, yards or any other commercial structures or premises where animals permitted to be kept in accordance with this chapter are housed or kept shall be maintained in a clean and sanitary condition.

STEVENS POINT

(9) "Pet Shop" shall mean any establishment where any dog, cat, rabbit, rodent, nonhuman primate, bird, or other vertebrate animal is bought, sold, exchanged, or offered for sale to the general public.

14.15 COMMERCIAL ANIMAL ESTABLISHMENTS.

(1) Any person who keeps or operates a commercial animal establishment shall apply to the city for a license for the keeping or operating of such commercial animal establishment. A license fee of \$36 shall be paid for the license year for such establishment. Prior to issuance of such license by the city and annually thereafter, the premises shall be inspected to insure that the premises complies with the provisions of this ordinance.

(2) Each holder shall take reasonable care to release for sale, trade, or adoption only those animals which are free of disease, injuries, or abnormalities. The law

enforcement officer may request an examination by a veterinarian. The following shall deem an animal unfit for sale or release:

(a) Obvious signs of infectious diseases such as distemper, hepatitis, leptospirosis, rabies, or other similar disease.

(b) Obvious signs of nutritional deficiencies which may include rickets, emaciation, etc.

(c) Obvious signs of severe parasitism - extreme enough to be influencing general health.

(d) Obvious fractures or congenital abnormalities affecting general health of animal.

(3) All commercial animal establishments shall comply with the following standards:

(a) All animals, birds, or fish shall be displayed in a healthy condition or, if ill, removed from display and shall be given appropriate treatment immediately.

(b) All animals shall be quartered, and the quarters in which the animals are kept shall be maintained in a clean condition and in a good state of repair.

(c) There shall be sufficient clean, dry bedding to meet the needs of each individual animal. Litter and/or bedding material shall be changed as often as necessary and there shall be adequate ventilation to prevent an odor nuisance.

(e) All cages and enclosures are to be of a nonporous material for easy cleaning and disinfecting and shall have secure latches in good repair. Each cage must be of sufficient size that the animal will have room to stand, turn, and stretch out to its full length.

(f) The floor and walls of any room in which animals are kept shall be covered with impervious, smooth, cleanable surface. The floors and walls shall be cleaned and disinfected as often as necessary to prevent an odor nuisance.

(g) The premises shall be kept free of insect and rodent infestations. Food supplies shall be stored in rodent-proof containers.

(h) Water: There shall be available hot water for washing cages. Fresh drinking water shall be available to all species at all times. All water containers shall

be mounted so the animal cannot easily turn them over, and be removable for cleaning.

(i) Feeding: Food for all animals and birds shall be served in a clean dish so mounted that the animal cannot readily tip it over or defecate or urinate in same.

(j) All animals must be fed and watered according to the accepted procedure for that species and cages cleaned every day.

(k) Fish: The water temperature shall be maintained at a temperature that is healthful.

(l) Shade Required: Shade from the direct rays of the sun shall be provided for all animals.

(m) Each bird must have sufficient room to sit on a perch. Perches shall be placed horizontal to each other in the same cage. Cages must be cleaned every day and cages must be disinfected when birds are sold. Parrots and other large birds shall have separate cages from smaller birds.